



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, October 05, 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:

Keith Lovell

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. September 21, 2023

EMERGENCY READING OF ORDINANCES

2. Rates Sec. 24-233 Correction

RESOLUTIONS

3. Pledging to Practice and Promote Civility

FIRST READING OF ORDINANCES

4. Amendment and Restatement of the 1967 Retirement Plan

5. Amendment and Restatement of the 2017 Retirement Plan

SECOND READING OF ORDINANCES

6. Seasonal Policy on Electric Disconnections

- [7.](#) Natural Gas Rates

BID AWARD/PURCHASES

- [8.](#) New Vehicle for Administration Department
- [9.](#) Replacement Pick-up Truck
- [10.](#) Pension Fund Investment Advisor Quarterly Invoice
- [11.](#) Utility Associates Inc.
- [12.](#) Motorola Radio Purchase
- [13.](#) New Vehicles for Police Department
- [14.](#) Switching Cubicles - Hanwha
- [15.](#) Health and Vision Insurance Renewal for 2024
- [16.](#) Tennis Court and Pickleball Resurfacing
- [17.](#) WPCP Filter Media

CONTRACTS/AGREEMENTS

- [18.](#) Tallant Howell Engagement Agreement
- [19.](#) Sewer Extension Delegation Agreement
- [20.](#) Rescission of Pine Grove Acquisitions & Douthit Ferry-Walnut Grove Dirt Agreement

BID AWARD/PURCHASES

- [21.](#) Public Works' Roof

OTHER

- [22.](#) Mission Road Sidewalk Discussion

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	September 21, 2023
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from September 21, 2023, have been uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
City Hall – Council Chambers
September 21, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:03 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Wren made a motion to enter Executive Session for the purpose of Property Acquisitions and Potential Litigation. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 4-0

Mayor Santini closed Work Session at 6:44 P.M.

OPENING MEETING

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Wren.

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

Via Phone: Gary Fox, Council Member Ward Five

Absent: Kari Hodge, Council Member Ward One

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. September 7, 2023, Council Meeting Minutes

Council Member Roth made a motion to approve the September 7, 2023, Council Meeting Minutes. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

OTHER

2. 429 W Main St.

Randy Mannino, Planning and Development Director, stated the library is requesting a variance to allow an accessory structure (performance patio) in the front yard of a corner lot. Per

the City's zoning ordinance, the property owner (City of Cartersville) is required to sign the application for the request.

Council Member Fox made a motion to deny the City of Cartersville the authority to sign the variance application. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

RESOLUTIONS

3. Time Change for December 7th Council Meeting

Dan Porta, City Manager, stated the first Council Meeting in December conflicts with the annual Christmas parade. The Council has traditionally opted to change the evening meeting to a morning meeting. The resolution to make this change is attached.

Council Member Stepp made a motion to approve the Time Change for December 7th Council Meeting Resolution. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #29-23

4. RTP Pre-Application Resolution

Steve Roberts, Parks and Recreation Director, stated the Parks and Recreation Department would like to apply for a Recreational Trails Program (RTP) Grant to help cover the costs of restrooms at Pine Mountain Trail. The total grant funding, if approved, is \$200,000 with a 20% local match. Approval was recommended of the grant resolution.

Council Member Cooley made a motion to approve RTP Pre-Application Resolution. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #30-23

5. CPL Task Order Resolution

Mr. Roberts stated the Recreation Department is seeking assistance to evaluate and design specific improvements to the Main Street Entrance of the Pine Mountain Recreation Area. CPL Architecture, Engineering, and Planning submitted a proposal to provide Professional Consulting and Design Services, which includes project cost estimates and bidding assistance for \$14,790.00.

This request is not budgeted. If approved, this will be paid from the Capital Expense Account.

Council Member Roth made a motion to approve CPL Task Order Resolution. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #31-23

CONTRACTS/AGREEMENTS

6. 178 W. Main Street Concept Plan

Mr. Porta stated Womack Brothers LLC is seeking approval of conceptual plans for City Overlook, a proposed townhome development located at 178 W. Main Street and a change in buyers name to City Overlook Cartersville, LLC.

Matt Womack, 716 West Ave., came forward to give an overview of the concept plan.

Council Member Wren made a motion to approve the 178 W. Main Street Concept Plan. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

7. Certificate of Dedication for the Emerson RV Park

Mr. Porta stated this is a standard certificate of dedication for the acceptance of water lines, meters, hydrants, and other infrastructure to the city and was recommended for approval.

Council Member Cooley made a motion to approve the Certificate of Dedication for the Emerson RV Park. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

8. Stormwater Utility Maintenance Termination Agreement

Mr. Porta stated the Stormwater Department recommends approval to terminate an existing stormwater detention agreement with CCCTM, LLC.

Council Member Roth made a motion to approve the Stormwater Utility Maintenance Termination Agreement. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

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

BID AWARD/PURCHASES

9. 2004 Pierce Aerial Repairs

Hagan Champion, Assistant Fire Chief, stated repairs needed to be made to the reserve 2004 Pierce Aerial Apparatus for the auto leveling of the aerial bucket. The auto leveling hydraulic motor is no longer supplying fluid to assist in leveling the bucket while it is in operation. This in turn is causing the bucket to pitch forward or backward at an extreme angle and the firefighter in the bucket to become unstable. Therefore, causing the bucket to be unsafe to operate. A quote was received for parts and labor for repairs from Ten-8, our single source provider for Pierce Fire Apparatus for a total of \$9,218.66. The repair is budgeted and will be covered under vehicle maintenance.

Council Member Roth made a motion to approve the 2004 Pierce Aerial Repairs. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

10. Mimecast Renewal

Steven Grier, FiberCom Director, stated this is the annual support renewal for our Mimecast email security solution. This service provides cloud-based email threat protection for the City of Cartersville. The total amount is \$34,096.46 from SHI. This request is budgeted and recommended for approval.

Council Member Wren made a motion to approve the Mimecast Renewal. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

11. Douthit Ferry Fiber Relocation

Mr. Grier stated this item is for the relocation of our fiber optic infrastructure located at the intersection of Old Alabama Rd and Douthit Ferry Rd. The total amount is \$9,430.05 from NCI. This is not a budgeted item but will be funded through Fiber maintenance. Approval was recommended for this installation.

Council Member Roth made a motion to approve the Douthit Ferry Fiber Relocation. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

12. Natural Gas Filter Purchase

Mr. Porta stated the Gas System requested bids for a six-inch filter, which will be installed in the gas meter set for the QCells Project. Of only two bids received, the Gas System recommended accepting the low bid of \$11,327.00 from Marie Co, Inc. of Leeds, AL. This is a budgeted item.

Council Member Cooley made a motion to approve the Natural Gas Filter Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

13. Fire Station #5 Generator Order

Freddy Morgan, Assistant City Manager, stated Nixon Power Services had provided a quote for a Kohler Model: KG60 generator system for Fire Station #5. This is a 60 kW 120/208-volt natural gas generator set and transfer switch system for \$34,309.00. Approval was recommended to award the bid to Nixon Power Services now because the estimated generator delivery is 38 weeks. This is a budgeted item.

Council Member Roth made a motion to approve the Fire Station #5 Generator Order. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

14. Pension Fund Actuarial Valuations and Benefit Statements

Mr. Morgan stated Southern Actuarial Services had submitted an invoice for the completion of the annual actuarial valuations and individual benefit statements as of July 1, 2023. This invoice is to be paid from the Pension fund account in the amount of \$15,000.00 and is a budgeted item. Approval was recommended.

Council Member Wren made a motion to approve the Pension Fund Actuarial Valuations and Benefits Statements. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEM

15. Vehicle Purchase

Mr. Morgan stated the Water Control Plant has a 1995 Ford truck that needed to be replaced. This is a non-budgeted item. The purchase price for the new roll-off truck is \$263,445.46 with a three-week lead time. Approval was recommended.

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

FIRST READING OF ORDINANCES

16. Seasonal Policy on Electric Disconnections

Mr. Morgan stated this item is an electric disconnection seasonal policy addition. In the Summer, residential service will not be disconnected for non-payment if paid prior to 8:00 A.M. on the date of the scheduled disconnection, a National Weather Service Heat Advisory or Excessive Heat Warning is in effect or is forecasted to be in effect by the National Weather Service, in the county in which the meter scheduled for disconnection is located.

This was a first reading and will be voted on at the next City Council Meeting scheduled for October 5, 2023.

17. Natural Gas Rates

Mr. Morgan stated this is an update to the fees in the Code of Ordinances, Chapter 24 – Utilities. Article IX, - Gas System. Division 2 – Rates.

This was a first reading and will be voted on at the next City Council Meeting scheduled for October 5, 2023.

ADDED ITEM

18. Certificate of Dedication – Arcadia Apartments

David Archer, Assistant City Attorney, stated the Certificate of Dedication for the Arcadia Apartments, in which the owner is dedicating the water and sewer lines, and other infrastructure to the city. This is in the normal course of business for this project, and as such, approval was recommended.

Council Member Roth made a motion to approve the Certificate of Dedication – Arcadia Apartments. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

CERTIFICATION

19. CRS Recertification

Wade Wilson, Public Works Director, stated the City of Cartersville continues to participate in the Community Rating System (CRS) to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. Public Works is requesting the mayor’s signature on the attached annual recertification application with CRS to continue in this ongoing program participation.

Council Member Roth made a motion to approve the CRS Recertification. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

GRANT APPLICATION/ACCEPTANCE

20. FY 2024 LMIG

Mr. Wilson stated Public Works is seeking permission for the mayor to sign the GDOT FY2024 Local Maintenance Improvement Grant Cover (LMIG) Letter and any grant application-related documents. We are proposing to resurface approximately 5.2 miles of city streets including Lee Street, Beauregard Street, McElreath Street, Moody Street, Knight Street, Oakland Street, Herring Street, a portion of East Felton Road, Roosevelt Street, Porter Street, Pine Street, Powers Court, Aubrey Street, Fite Street, Baker Street, Cedar Lane, Ann Circle, Carter Street, Moore Street and Qual Run.

This year, the grant amount is \$311,688.40, and the estimated project cost is \$1,000,000. Approximately \$300,000 will come from the 2020 SPLOST Road, Streets, Sidewalks, Bridges, and Stormwater Improvements Category, and the remaining amount will be funded by our Maintenance and Resurfacing Budget.

This grant requires a 30% local match, and this is a budgeted item. This grant application was recommended for approval.

Council Member Cooley made a motion to approve the FY 2024 LMIG. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

RESOLUTIONS

21. Resolution to Open New GA Fund 1 Account

Tom Rhinehart, Finance Director, stated the City will be transferring funds from MEAG to an account at the Office of the State Treasury (OST) GA Fund 1. To complete this process, a new account within GA Fund 1 needs to be opened. The attached document is a resolution to open the account and needs to be approved by the City Council and signed by the mayor. Approval was recommended of the new account to house the City’s MEAG funds to be opened at the OTS GA Fund 1.

Council Member Stepp made a motion to approve the Resolution to Open New GA Fund 1 Account. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #32-23

MONTHLY FINANCIAL REPORT

22. July 2023 Financial Report

Mr. Rhinehart reviewed the financial report for July 2023 and compared the numbers to July 2022.

ADJOURNMENT

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

Meeting Adjourned at 7:32 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Emergency Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Rates Sec. 24-233 Correction
DEPARTMENT SUMMARY RECOMMENDATION:	This Emergency Ordinance revision amends Article IX.- Gas System Division 2. – Rates Sec. 24-233, to correct the consumption price contained within the chart.
LEGAL:	Reviewed by Archer & Lovell

Ordinance no. _____

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

1.

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

Sec. 24-223. Same—Industrial.

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

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

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

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

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

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

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

2.

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

BE IT AND IT IS HEREBY ORDAINED

EMERGENCY READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Pledging to Practice and Promote Civility
DEPARTMENT SUMMARY RECOMMENDATION:	During my career with Cartersville, the Mayor and City Council have always respected each other’s opinions, listened to differing viewpoints, and conducted themselves with civility and courtesy to each other. Due to the divisiveness that is going on at the Federal level and in other parts of the country, GMA has prepared a Resolution for cities in Georgia to adopt, and I recommend it for approval.
LEGAL:	Approved by Archer & Lovell

**A RESOLUTION
PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF CARTERSVILLE**

WHEREAS, the Cartersville City Council of the City of Cartersville (the “City Council”), the governing body of the City of Cartersville, Georgia (the “Municipality”), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of the City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free, and vigorous debate while maintaining the highest standards of civility, honesty, and mutual respect; and

WHEREAS, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The City of Cartersville pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The elected officials of the City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Cartersville.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff, and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance, and civility are imperative to success and demonstrates the City Councils commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The City of Cartersville expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

ADOPTED this 5th day of October, 2023.

Mayor - Matthew Santini

Kari Hodge – Ward 1

Jayce Stepp – Ward 2

Cary Roth – Ward 3

Calvin Cooley – Ward 4

Gary Fox – Ward 5

Taff Wren – Ward 6

ATTEST:

City Clerk – Julia Drake



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment and Restatement of the 1967 Retirement Plan
DEPARTMENT SUMMARY RECOMMENDATION:	<p>City Council approved the Ordinance Amendment of the 1967 Pension Plan in August to allow the City to move plan assets to the Georgia Municipal Employees Benefit System (GMEBS). GMEBS has since received an updated approval of their overall Master Plan with the latest approval from the Internal Revenue Service. Therefore, our agreement with GMEBS will need to be modified to meet the new amendments to the overall Master Plan, along with some other minor plan updates to Cartersville’s plan to have our plan more aligned with GMEBS plan. Upon second reading of this ordinance, I recommend it for your approval.</p>
LEGAL:	Please call the City Manager’s Office at 770-387-5686 if you like to receive a copy of the proposed pension ordinance amendment and supporting documentation.



RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

October 2, 2023

Chair
Rebecca L. Tydings
City Attorney, Centerville

Vice Chair
Marcia Hampton
City Manager, Douglasville

Secretary-Treasurer
Larry H. Hanson
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Trustees:

Shelly Berryhill
Commissioner, Hawkinsville

Linda Blechinger
Mayor, Auburn

Chris Hobby
City Manager, Bainbridge

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Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF

Randy Logan
Deputy Executive Director

TRANSMITTED VIA E-MAIL AND U.S. MAIL
(dporta@cityofcartersville.org)

Mr. Dan Porta
City Manager
City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

RE: Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Plans for the City of Cartersville; REVISED Documents for Transfer of Assets and Administration of City's Pension Plans to GMEBS

Dear Mr. Porta:

Enclosed are a revised draft Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan") Adoption Agreement ("AA"), General Addendum and Service Credit Purchase Addendum for the city of Cartersville, which provide for the transfer of assets and administration of the City of Cartersville Pension Plan that originally took effect in 1967 ("Original Plan") to GMEBS, effective November 1, 2023. Also enclosed are a revised draft GMEBS Adoption Agreement, General Addendum and Service Credit Purchase Addendum providing for the transfer of assets and administration of the City of Cartersville Pension Plan that originally took effect in 2017 ("2017 Plan") to GMEBS, effective November 1, 2023, as well as the Basic Plan Document and Amendment 1. This first part of this cover letter addresses key provisions of draft GMEBS documents for the Original Plan ("Plan I"), and the second part points out the provisions of the 2017 Plan ("Plan II") that differ from Plan I. Finally, the cover letter addresses some standard provisions of GMEBS retirement plans that differ from the current terms of the city's plans.

Cartersville GMEBS Plan I

The AA designates the City Manager as the Plan Representative and the Assistant City Manager as the Pension Committee Secretary (see AA pp. 2-3 and Article XIV of the Basic Plan Document). The Pension Committee Secretary communicates salary and service information to GMEBS for the annual valuation and for communicating with GMEBS and participants about Plan terms and pre-retirement beneficiary forms. The five members of the Pension Committee are the City Manager; the City Finance Director; an employee elected by the Gas, Electric and Water and Sewer Departments; an employee elected by the Police and Fire Departments; and an employee elected by the Community Development, Public Works, City Clerk, Garage, Parks and Recreation, Finance, and Administration Departments (see AA p. 3). As discussed, we have not included terms relating to the powers, duties and operations of the city's Pension Committee in the GMEBS plan documents, but the city is free to address nonconflicting provisions in Pension Committee bylaws.

Plan I requires participation by all regular employees, other than the City Manager, who were initially employed before January 1, 2017, and are not reemployed after such date, provided they meet the minimum eligibility requirements for participation (see AA pp. 5 - 7). Elected officials and municipal legal officers do not participate in the plan (see AA pp. 5 - 6).

Importantly, all service as a participant in the Original Plan before November 1, 2023, will be credited under Plan I. Service with the City that was not credited under the version of the Original Plan in effect on October 31, 2023, will not be credited. However, active participants will have an opportunity to purchase credited service under Plan I for service during the Original Plan's waiting period (see AA p. 8, subparagraph 16(a)(ii) of the General Addendum and the Service Credit Purchase Addendum). None of a participant's prior military service (if any), prior governmental service (if any) or unused paid time off will count as service credit under Plan I.

Participants qualify for an unreduced (i.e., normal or alternative normal) retirement benefit when they satisfy one of the following qualifications:

- when they are at least age 65 and have at least 10 years of credited service (see AA p. 15 and General Addendum subsection 16(e));
- when they are at least 55 and have at least 25 years of credited service, provided that they are in-service when they satisfy these qualifications (see AA p. 17 and General Addendum subsection 16(e)); and
- for vested police and fire personnel (or vested former police and fire personnel) who have made employee contributions in the amount of 4.1% of earnings for at least five (5) years as participants in the Original Plan, when they are at least age 50 and have at least 20 years of credited service, regardless of if they are employed with the city when they reach age 50 or attain 20 years of service credit (see AA pp. 20-21 and General Addendum subsections 16(d) and (e)).

Participants qualify for early (reduced) retirement benefits when they are at least age 55 and have at least 10 years of credited service. However, participants who are vested police and fire personnel (or vested former police and fire personnel) can qualify for early (reduced) retirement benefits when they are at least age 50 and have made employee contributions in the amount of 4.1% of earnings for at least 5 years while participating in the Original Plan. In this case, the participant's early retirement reduction will be based on the participant's years of service as opposed to the participant's age. Likewise, if a non-fire or police participant is at least age 55 and has more than 15 years of credited service, his or her early retirement reduction will be based on the participant's years of service as opposed to the participant's age (see AA p. 14 and General Addendum subsection 16(d)).

Note that unless otherwise specified, credited service under the city's Original Plan, the city's 2017 Plan and – with respect to employees participating in the Original Plan or the 2017 Plan on or after November 1, 2023, only – credited service with other GMEBS employers (“portability service”) counts for purposes of determining if a participant has satisfied the requirements for vesting and benefit eligibility under Plan I. However, only service under the Original Plan will be used to calculate a participant's benefits under Plan I (see General Addendum paragraph 16(a)(i) and subsection 16(l)).

A participant's monthly normal retirement benefit is 1/12 of 2% of the participant's final average earnings, multiplied by the participant's years and months of credited service under the Original Plan. A participant's final average earnings is based on his or her highest 36 consecutive months of

earnings out of his or her final 120 months of service as a participant in the Original Plan (see General Addendum Section 7 and subsection 16(a)(i)). Section 6 of the General Addendum notes that overtime pay and bonuses are not included in a participant's earnings for the purpose of calculating final average earnings; additionally, holiday pay is excluded from a police or fire personnel's earnings for final average earnings purposes. Likewise, periods during which a participant is on a leave of absence (except for qualified military service) are not included in determining a participant's final average earnings (see General Addendum subsection 16(f)).

If a participant elects early retirement, his or her benefit will be reduced in accordance with the applicable early retirement reduction factors (see AA pp. 25-26 and General Addendum subsection 16(d)(ii), as applicable). If a participant retires after his or her normal retirement date, his or her late retirement benefit will be calculated in the same manner as the normal retirement benefit, based on the participant's accrued benefit as of his or her late retirement date, with no late retirement enhancement (see AA p. 26). However, the final average earnings used to calculate a participant's late retirement benefits will be the greater of his or her final average earnings as of his or her normal retirement date or his or her final average earnings as of his or her termination date (see General Addendum subsection 16(g)).

Eligibility for disability retirement benefits will be based on Social Security Administration ("SSA") award eligibility. To qualify for a disability retirement benefit, a participant must terminate employment due to disability, have an SSA award letter establishing a disability onset date that is on or before the participant's termination date, and have at least 10 years of credited service. The minimum disability benefit will be 20 percent of the participant's average monthly earnings for the 12-calendar month period immediately preceding his or her termination of employment disability (see AA pp. 21 and 27 and Section 6.04 of the Basic Plan Document).

Per our conversation, we have drafted Plan I to specify that if a retired participant returns to service with the city as an eligible employee (i.e., a regular employee that satisfies the requirements to participate in the plan), his or her retirement benefits will be suspended until the participant again terminates employment. However, the participant's benefit will not be reduced on re-retirement to account for benefits already paid (see AA p. 28 and General Addendum subsection 16(n)).

Plan I does not provide for a cost of living adjustment (see AA p. 29). Participants are subject to a 10-year vesting requirement (see AA. p. 30). As a general rule, service with other GMEBS employers will not count as portability service for participants who terminated employment before November 1, 2023, unless such participants are again employed with the City on or after November 1, 2023 (see General Addendum Section 16(l)).

An "Auto A" death benefit will be payable in the event a vested participant dies before retirement, whether in-service or after terminating employment. This death benefit is a monthly benefit payable to the participant's pre-retirement beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the participant, had he or she retired and elected a 100% joint and survivor benefit (see AA pp. 31 – 33 and Sections 8.06 and 8.09 of the Basic Plan Document). Participants will have the opportunity to designate one primary and one secondary pre-retirement beneficiary. If a participant does not designate a pre-retirement beneficiary, the participant's surviving spouse, if any, will be the participant's pre-retirement beneficiary. If the participant dies before retirement and does not have a designated pre-retirement beneficiary or a surviving spouse, a lump sum in the amount of 50% of the actuarial equivalent of the participant's vested accrued benefit will be paid to the participant's estate (see Basic Plan Document Section 8.06(b)).

Mr. Dan Porta
October 2, 2023
Page 4

Plan I requires participants other than police and fire personnel (and former police and fire personnel) to make employee contributions in the amount of 3.1% of earnings (see AA p. 34). Police and fire personnel (and former police and fire personnel) are required to make employee contributions in the amount of 4.1% of earnings. No future interest will accrue on employee contributions, except in the event a retired participant (or death or post-retirement beneficiary in pay status) dies before benefits equal to the value of the participant's employee contributions have been paid. In this situation, the participant's remaining employee contributions will be distributed in accordance with Section 13.06 of the Basic Plan Document, with interest at the rate of 4% per annum (see General Addendum subsection 16(i)).

If a vested participant terminates employment before retirement, he or she will be allowed to withdraw employee contributions made to the plan (without interest) but will forfeit any benefits or service credit associated with those employee contributions unless the participant becomes reemployed within five (5) years and repays the withdrawn employee contributions, plus interest, in accordance with Section 13.03 of the Basic Plan Document and subsection 16(h) of the General Addendum.

Sections 2 and 14 of the General Addendum for Plan I incorporate the terms of the plan freeze that took effect January 1, 2017. Under the terms of the plan freeze, individuals who were initially employed or reemployed on or after January 1, 2017, were not permitted to participate in the Original Plan. However, individuals who were initially employed before January 1, 2017, and remained employed with the city as of January 1, 2017, continued to participate in the Original Plan, provided they did not become reemployed after January 1, 2017. If an individual who previously participated in the Original Plan became (or becomes) reemployed on or after January 1, 2017, his or her service or earnings with the city on or after the date of such reemployment will not count for any purpose under the Original Plan. Instead, this employee may participate in the 2017 Plan, provided he or she satisfies the eligibility requirements for participating in that plan (see General Addendum paragraph 16(a)(i)).

Subsection 16(a) of the General Addendum for Plan I summarizes the history of the Original Plan, including the plan freeze and the waiting period. It notes that participants will only get service credit for participation during the waiting period if they purchase it in accordance with the Service Credit Purchase Addendum.

Subsection 16(b) of the General Addendum addresses the transfer of the Original Plan's assets and administration to GMEBS. It notes that though the city's GMEBS documents will take effect November 1, 2023, the city is responsible for making the November 1, 2023, retirement payments. Further, it states that the parties intend that 85% of the plan's assets will transfer to the GMEBS Retirement Trust no later than November 10, 2023, with the remainder transferred to GMEBS on a future date at the city's discretion. Assuming the funds are transferred timely, GMEBS will process the December 1, 2023, retirement payments. Additionally, subsection 16(b) of the General Addendum states that the city will provide information and records necessary for GMEBS to administer the Original Plan going forward no later than November 1, 2023. Regarding terminated vested participants and retirees, GMEBS will calculate and/or pay their retirement benefits based on the information the city provides to GMEBS and using the retirement benefit options and factors in place under the terms of the plan in effect as of the vested participant's or retiree's retirement date. In particular, current retirees will be paid in accordance with their current benefit amounts, as provided to GMEBS. If the city does not transfer retirement fund assets to GMEBS as indicated above, the city, and not GMEBS, will be responsible for making future benefit payments until the first day of the month that is at least 20 days after 85% of the plan's assets have been transferred to

GMEBS. Paragraph 16(b)(vi) of the General Addendum stipulates that assets not transferred to GMEBS will not be considered part of the GMEBS Retirement Trust and neither GMEBS nor GMA will be responsible for the performance of such assets. However, non-transferred assets will be included for valuation purposes.

Subsection 16l of the General Addendum addresses the possibility that records normally used to calculate a participant's benefit may not be available for one or more participants, and provides alternative methods of ensuring benefits can be calculated. We anticipate all necessary records will be available but this provision provides a safety net for GMEBS and the city.

Subsection 16(d) of the General Addendum addresses early retirement off of the 55 & 25 and 50 & 20 alternative normal retirement qualifications on pp. 17-18 and 20-21, respectively, of the AA. Paragraph 16(d)(i) explains that if a participant is at least 55 years old and has at least 15 years of credited service, he or she can apply for early retirement off of the 55 & 25 alternative normal retirement qualification. In this case, the early retirement reduction will be based on how many years of service short of 25 the person had at retirement. For example, a participant who is 55 but has only 20 years of service will be considered as retiring five (5) years early. The early retirement reduction factors for early retirement off of the 55 & 25 alternative normal retirement qualification are located on pp. 25-26 of the AA. Paragraph 16(d)(ii) addresses early retirement for vested police and fire personnel (including vested former police and fire personnel). Under this paragraph, if a vested participant who has made employee contributions at the rate of 4.1% for at least five (5) years as a participant in the Original Plan is at least 50 years old but has not attained 20 years of credited service, he or she can apply for early retirement based on the 50 & 20 alternative normal retirement qualification. This early retirement benefit would be calculated in the same manner as the monthly normal retirement benefit but reduced by 7% for each year of credited service short of 20 years. For example, if a participant was otherwise qualified for the 50 & 20 alternative normal retirement qualification but only had 15 years of credited service (i.e., five years short of 20), he or she could take early retirement but the monthly early retirement benefit would be reduced by 35%.

Subsection 16(e) provides that service with the city before November 1, 2023, will count as credited service for the purposes of satisfying the requirements of vesting and benefit eligibility in accordance with the terms of the Original Plan in effect before November 1, 2023. The city, and not GMEBS, will determine whether a participant has satisfied the requirements for vesting and benefit eligibility under the plan.

Subsections 16(j) and (k) of the General Addendum contain the Original Plan's current reservation of rights language and assurances for existing participants in the event of plan termination, and expresses that GMEBS is entitled to rely on information provided to GMEBS by the city for the administration of the plan. Specifically, subsection (k) states that the city, and not GMEBS, will bear the cost of any litigation or other claims relating to the transfer of assets of administration to GMEBS. Finally, subsection 16(m) confirms the city will participate in, and fund as necessary, any IRS filings (and amendments relating to IRS filings) GMEBS reasonably requests to protect the qualified status of the GMEBS volume submitter plan or to confirm the qualified status of the city's retirement plan, and subsection (o) confirms that GMEBS will honor an existing QDRO relating to benefits that were accrued before the Original Plan was transferred to GMEBS, though it will not honor subsequent QDROs.

The Service Credit Purchase Addendum for Plan I provides that participants in the plan who were initially employed before November 1, 2023 and are employed by the city during the period of November 1, 2023 – February 1, 2025, may purchase credit under Plan I for their full-time service

with the city during the participant's waiting period (i.e., from the participant's date of hire as an eligible employee until the date on which the participant commenced participation in the Original Plan). Purchased service credit will count for the purposes of satisfying the minimum requirements for benefit eligibility and vesting and also for calculating benefits. Eligible participants will have two opportunities to apply to purchase service credit: December 1, 2023 – January 31, 2024 and December 1, 2024 – January 31, 2025. A participant may not purchase service credit after terminating employment.

Following the Pension Committee Secretary's review of each application to purchase service credit, the GMEBS actuary will determine the cost to purchase the service credit. Participants will then have 120 days to complete the purchase. Payments must be in a lump sum. Participants may not complete payments after terminating employment and must make the payments from the sources identified in Paragraph 9 of the Service Credit Purchase Addendum. Certain IRS restrictions may apply to payment amounts.

If a participant terminates employment, he or she may withdraw contributions made to purchase service credit in the same manner as mandatory employee contributions. In such case, interest will not be paid on the withdrawn contributions and the participant will forfeit all service credit that was purchased with the employee contributions. If such a participant becomes reemployed within five (5) years following termination, he or she may restore forfeited service credit by repaying all withdrawn employee contributions plus interest.

Cartersville GMEBS Plan II

The provisions of Plan II are very similar to those of Plan I. Thus, this memorandum will focus on the aspects of Plan II that are different.

Unlike Plan I, Plan II is an open plan, meaning it accepts new participants, including former Plan I participants who have or will become reemployed by the city. Plan II mandates participation by all regular employees initially employed or reemployed on or after January 1, 2017, provided they satisfy the plan's eligibility requirements (see AA pp. 5 – 7). As in Plan I, elected officials are not permitted to participate in Plan II. However, Plan II is drafted to allow for participation by the city attorney, subject to the terms and conditions of the plan that are applicable to regular employees, provided the city attorney is a regular (i.e., W-2) employee of the city. Plan II also requires participation by City Managers initially employed on or after January 1, 2017. Please note, however, Section 4.03(e) of the Basic Plan Document allows employees to opt out of participation in the plan if they enter into a written employment agreement to do so within 120 days of becoming employed. Plan II does not have a waiting period; rather, new employees who satisfy the eligibility requirements for participation start making employee contributions immediately upon becoming employed (see Section 4.03(b) of the Basic Plan Document).

Also unlike Plan I, Plan II provides that if a retired Plan II participant is reemployed as an eligible employee, resulting in suspension of benefits until the participant again terminates, the participant's recalculated benefit will be reduced to account for benefits already paid under the plan. However, the recalculated benefit will not be less than the original benefit amount (see AA pp. 28 – 29). Additionally, in keeping with O.C.G.A. § 47-5-71 and Article XIX of the Basic Plan Document, Plan II will *not* honor domestic relations orders, including QDROs. It is our understanding that, to the city's knowledge, no participants of Plan II are parties to an existing QDRO.

The many provisions of Plan II that are the same as those in Plan I include, but are not limited to, the following: eligibility criteria for disability, early, alternative normal and normal retirement; 2% benefit

formula; definition of “final average earnings”; early retirement reduction factors; disability minimum benefit; vesting requirement; employee contributions; provisions for the transfer of assets and administration and calculation of benefits where data is lacking; determination of credited service for purposes of vesting and benefit eligibility; repayment of employee contributions; portability service; and reliance by GMEBS on information provided by the city.

Importantly, all Service as a participant in the 2017 Plan before November 1, 2023, will be credited under Plan II. Service with the City that was not credited under the version of the 2017 Plan in effect on October 31, 2023, will not be credited. However, active participants will have an opportunity to purchase credited service under Plan II for service during the 2017 Plan’s waiting period (see AA p. 8, subparagraph 16(a)(ii) of the General Addendum and the Service Credit Purchase Addendum).

Unless otherwise specified, credited service under the city’s Original Plan, the city’s 2017 Plan and – with respect to employees participating in the 2017 Plan on or after November 1, 2023, only – credited service with other GMEBS employers (“portability service”) counts for purposes of determining if a participant has satisfied the requirements for vesting and benefit eligibility under Plan II. However, only service under the 2017 Plan will be used to calculate a participant’s benefits under Plan II (see General Addendum paragraph 16(a)(i) and subsection 16(l)).

Please note, under Plan I and Plan II, if a participant terminates employment, retires and returns to employment with the city within six (6) months, the GMEBS Plan’s “in-service distribution” rules will apply. This means that if the participant returns to service as an eligible employee (i.e., as a regular employee working at least 32 hours per week), his or her retirement benefits will be suspended. However, if the participant returns to service in an ineligible capacity (e.g., working fewer than 32 hours per week or as an independent contractor), he or she may be able to continue drawing retirement benefits depending on his or her age and other facts specific to that particular situation. Please let us know if a retired participant returns to service with the city so we can help the city determine whether the participant’s benefits should be suspended and work to avoid potential overpayments.

Finally, we are pleased to inform you that the IRS issued a favorable approval letter (copy attached) for the GMEBS third six-year cycle pre-approved plan documents on August 31, 2023. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them. Though the Adoption Agreement and addenda used for the city’s Plan were pre-approved by the IRS, Section 16 of the city’s General Addendum contains various provisions that do not fit squarely within the standard GMEBS General Addendum format. Thus, it will be necessary to file the city’s Plan with the IRS for a separate opinion letter. Following the city’s approval of the enclosed restated Plan documents, we will work with GMEBS’s tax counsel to prepare the IRS filing documents for the city’s signature.

If approved by the city’s governing authority, the Cartersville GMEBS Plan I and Cartersville GMEBS Plan II documents will become effective November 1, 2023. **Please note that per O.C.G.A § 47-5-40, the plan documents have been drafted in the form of an ordinance.**

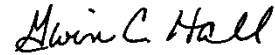
Please review the draft amended plan documents carefully. If the city would like for us to make any changes to the draft documents, please let us know before approving them. Otherwise, if the draft Adoption Agreement, General Addendum and Service Credit Purchase Addendum for each plan are acceptable, please have the designated representatives sign and date *all six* documents and return

Mr. Dan Porta
October 2, 2023
Page 8

them by email to Ms. Gina Gresham at rgresham@gacities.com. We will then countersign both documents and email the fully executed documents to you.

Please contact me at 678-686-6212 or ghall@gacities.com with any questions.

Sincerely,



Gwin C. Hall
Senior Associate General Counsel

Encl.

- C: Mr. Keith Lovell, City Attorney, City of Cartersville (w/ encl.)
- Mr. Freddy Morgan, Assistant City Manager, City of Cartersville (w/ encl.)
- Ms. Michelle Warner, Director, Retirement Field Services & DC Program (w/o encl.)
- Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
- Mr. Kevin Jeselnik, Assistant General Counsel (w/o encl.)



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment and Restatement of the 2017 Retirement Plan
DEPARTMENT SUMMARY RECOMMENDATION:	<p>City Council approved the Ordinance Amendment of the 2017 Pension Plan in August to allow the City to move plan assets to the Georgia Municipal Employees Benefit System (GMEBS). GMEBS has since received an updated approval of their overall Master Plan with the latest approval from the Internal Revenue Service. Therefore, our agreement with GMEBS will need to be modified to meet the new amendments to the overall Master Plan, along with some other minor plan updates to Cartersville’s plan to have our plan more aligned with GMEBS plan. Upon second reading of this ordinance, I recommend it for your approval.</p>
LEGAL:	Please call the City Manager’s Office at 770-387-5686 if you like to receive a copy of the proposed pension ordinance amendment and supporting documentation.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Seasonal Policy on Electric Disconnections
DEPARTMENT SUMMARY RECOMMENDATION:	This item is an electric disconnection seasonal policy addition. In the Summer, residential service will not be disconnected for non-payment if paid prior to 8:00 A.M. on the date of the scheduled disconnection, a National Weather Service Heat Advisory or Excessive Heat Warning is in effect or is forecasted to be in effect by the National Weather Service, in the county in which the meter scheduled for disconnection is located.
LEGAL:	Reviewed and updated by Archer & Lovell

ORDINANCE NO. _____

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

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

1.

SECTIONS 24-21. SCHEDULE OF CHARGES, ETC .

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

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

2.

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

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Natural Gas Rates
DEPARTMENT SUMMARY RECOMMENDATION:	This is an update to the fees in the Code of Ordinances, Chapter 24 – Utilities. Article IX, - Gas System. Division 2 – Rates.
LEGAL:	Reviewed and updated by Archer & Lovell

Ordinance no. _____

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

1.

Sec. 24-231. Generally.

(j) *Miscellaneous service fees.*

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

Normal working hours \$50.00

After hours \$100.00

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

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

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

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

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

Re-reads-No charge

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

Transfer fee \$50.00

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

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

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

Service charge \$50.00

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	New vehicle for the Administration department
DEPARTMENT SUMMARY RECOMMENDATION:	The Administrative Department needs an additional vehicle for use by multiple divisions for daily needs and training/travel. The previous vehicle, a 2004 Honda Pilot, has been transferred to the Public Works department. The request is to purchase a 2023 Ford Explorer in the amount of \$37,578.16. The requested vehicle is a non-budgeted item that will be covered by other departmental funds.
LEGAL:	N/A

2023 DEALER ORDER RECEIPT ACKNOWLEDGEMENT-FE PAGE 2
ALTER-ORDER ** DISTRICT SUBMITTED ** 09/21/23
21D422 PRATER FORD, INC.
BODY K8B BEGIN ORD 2281 # UNITS 001 PRIORITY A3
SPEC ORD# ORDER TYPE 5B FIN CODE QD456
DORA PROCESSED 09/21/23 PM
ORDER RCPT DATE 09/22/23 SCHD TBD
ASSEMBLY PLANT CHICAGO VIN # 1FMSK8BBXPCC21439

THIS IS NOT AN INVOICE. IT PROVIDES TENTATIVE PRICE INFORMATION THAT WOULD APPLY IF THE VEHICLE IS PRODUCED TO THE SPECIFICATIONS SHOWN. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
21D422
K8B
2281
23 FLT-G
C21439

THIS ORDER IS CONDITIONED UPON FINAL CERTIFICATION OF THE VEHICLE. PRICE LEVEL 360

K8B0 EXPLORER BASE 4WD	38,760.00
.119 INCH WHEELBASE	
SPECIAL DEALER ACCOUNT ADJUSTM	
SPECIAL FLEET ACCOUNT CREDIT	
TOTAL BASE VEHICLE	38,760.00
YZ OXFORD WHITE	
7 CLOTH SEATS	
N SANDSTONE INTERIOR	
EQUIPMENT GROUP 100A	
.18" 5-SPOKE PAINTED ALUM WHLS	
99B 3.3L TI-VCT V6 FFV ENGINE	NC
44T .10-SPEED AUTO TRANSMISSION	NC
P255/65R18 A/S BSW TIRES	
FORD FLEET SPECIAL ADJUSTMENT	NC
16A FLR LNERS RW 1&2/NO CRPET MAT	160.00
425 50 STATE EMISSIONS	NC
52T CLASS IV TRAILER TOW PACKAGE	545.00
52X AUTO START-STOP REMOVAL	NC
59W 4G LTE WI-FI HOTSPOT CREDIT	20.00-
REMARKS TRAILER	
91X REAR AUXILIARY CNTRLS CREDIT	100.00-
942 DAYTIME RUNNING LAMPS (DRL)	45.00
FLEX-FUEL CAPABILITY	
153 FRONT LICENSE PLATE BRACKET	NC
SPECIAL DEALER ACCOUNT ADJUSTM	
TOTAL BEFORE D&D AND DISCOUNTS	39,390.00
DESTINATION & DELIVERY	1,595.00
SUB TOTAL	40,985.00
TOTAL OPTIONS	630.00
FUEL CHARGE	
NET INVOICE FLEET OPTION (B4A)	NC
PRICED DORA	NC

\$ 37,578.16

Does include 3rd Key

Schedule for Production week of 11-27-2023

TOTAL 40,985.00

** TOTAL DOES NOT INCLUDE PRICE CONCESSION AMOUNT --CHANGES TO ORDER -- PEP/ORDER CODE-- 100A

----- CUSTOMER -----
CUST* CARTERSVILLE QD456



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Parks and Recreation department
AGENDA ITEM TITLE:	Replacement Pick-up Truck
DEPARTMENT SUMMARY RECOMMENDATION:	The Parks and Recreation Department is requesting approval to purchase a 2023 Ford F-150 4x4 crew cab in the amount of \$48,086.32 to replace truck #708 a 2004 F-150. The requested truck replacement is a non-budgeted item that will be covered by other departmental funds.
LEGAL:	N/A

CNGP530
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VEHICLE ORDER CONFIRMATION

09/29/23 17:02:32
Dealer: F21422

2023 F-150

Page: 1 of 2

Order No: 0000 Priority: L4 Ord FIN: QD456 Order Type: SB Price Level: 370
Ord PEP: 101A Cust/Flt Name: CARTERSVILLE PO Number:

		RETAIL			RETAIL
W1E	F150 4X4 CREW	\$45410	425	50 STATE EMISS	NC
	145" WHEELBASE		471	400W OUTLET	290
YZ	OXFORD WHITE		SOM	INT WORK SURFCE	195
A	VINYL 40/20/40	NC	53A	TRAILER TOW PKG	1325
S	MED DARK SLATE			.TRL BRAKE CONTR	
101A	EQUIP GRP		68L	BED UTILITY PKG	695
	.XL SERIES				
995	5.0L V8 FFV ENG	2560		TOTAL BASE AND OPTIONS	53945
44G	ELEC 10-SPDAUTO			XL DISCOUNT	(750)
	.265/70R-17			XL DISCOUNT CHROME	(500)
XL3	3.31 ELEC LOCK	420		TOTAL	52695
	7050# GVWR			*THIS IS NOT AN INVOICE*	
	JOB #2 ORDER			* MORE ORDER INFO NEXT PAGE*	
	FLEET SPCL ADJ	NC		F8=Next	
413	SKID PLATES	160			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

S006 - MORE **DATA** IS AVAILABLE.

QC00257

V1DP0214

2,6

CNGP530
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VEHICLE ORDER CONFIRMATION

09/29/23 17:03:12

Dealer: F21422

Page: 2 of 2

Order No: 0000 Priority: L4 Ord FIN: QD456 Order Type: SB Price Level: 370
Ord PEP: 101A Cust/Flt Name: CARTERSVILLE PO Number:

RETAIL

RETAIL

.BOXLINK XL DISCOUNT \$(750)
.TAILGATE STEP XL DISCOUNT CHROME (500)
.BOX LIGHTING TOTAL 52695

86A XL CHROME PKG 895

THIS IS NOT AN INVOICE

.CHROME BUMPERS
.FOG LAMPS
.17" SILVER ALUM
FLEX FUEL
SP DLR ACCT ADJ
SP FLT ACCT CR
FUEL CHARGE

B4A NET INV FLT OPT NC
DEST AND DELIV 1995

TOTAL BASE AND OPTIONS 53945

F7=Prev

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit FS=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00257

V1DP0214

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jj L/D?rl.32



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Pension Fund Investment Advisor Quarterly Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Segal Marco Advisors has submitted their quarterly invoice. This invoice is paid from the Pension fund account in the amount of \$18,000.00 and is presented for approval.
LEGAL:	N/A

 Segal Marco Advisors

INVESTMENT SOLUTIONS

333 West 34th Street
New York, NY 10001-2402

Phone: (212) 251-5900
Fax: (212) 208-4564

**City of Cartersville, Georgia Retirement Board
One North Erwin Street
P.O. Box 1390
Cartersville, GA 30120**

February 27, 2023

Invoice #: 458165
Reference #: 17462 - 001 - 202311

For investment consulting services rendered :

**In the period March 1, 2023
through May 31, 2023.....** 18,000.00

Total Invoice: \$18,000.00



INVESTMENT SOLUTIONS

333 West 34th Street
New York, NY 10001-2402

Phone: (212) 251-5900
Fax: (212) 208-4564

February 27, 2023

Invoice #: 458165
Reference #: 17462 - 001 - 202311

City of Cartersville, Georgia Retirement Board
One North Erwin Street
P.O. Box 1390
Cartersville, GA 30120

REMITTANCE ADVICE

Total Balance Due: \$18,000.00

PLEASE PAY WITHIN 30 DAYS.

Remittance Information

By Check:	By ACH or Wire Transfer:
P.O. Box 4142 Church Street Station New York, NY 10261-4142	JP MORGAN/CHASE BANK Acct Name: SEGAL ADVISORS, INC Acct Type: Acct #: 1440-74156 ABA #: 021000021
Please return a copy of this Remittance Advice with your check to assist us in crediting your account.	Please reference client name and invoice.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Utility Associates Inc.
DEPARTMENT SUMMARY RECOMMENDATION:	The Police Department is requesting approval to purchase two Utility Associates in-car camera systems for our new patrol vehicles. This is a budgeted item and will be paid for utilizing S.P.L.O.S.T.
LEGAL:	N/A



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer: Cartersville GA Police
Date: 9/14/2023
Sales Quote#: 133607
Expires: 9/29/2023
Sales Rep: Chris Leroux
PO#:
Terms: Net 30

Bill To

teellis@cartersvillepolice.com
Cartersville Police Department
195 Cassville Rd
Cartersville GA 30120
United States

Ship To

Deputy Ellis
Cartersville GA Police
195 Cassville Rd
Cartersville GA 30120
United States

Item	Description	Quantity	Price Each	Amount
ICV-S-4	ROCKET In-Car Video Saas - Coterminous with the Existing Agreement 11/1/2023 through 9/30/2027 (47 mos)	2	\$8,286.00	\$16,572.00
ICV-H	ROCKET In-Car Video HaaS	2	\$2,630.00	\$5,260.00
Shipping (ARM)	Shipping	1	\$25.00	\$25.00
Signature Line	Signature: _____			
	Name: _____			
	Date: _____			
	PO: _____			

Subtotal	\$21,857.00
Sales Tax (%)	\$0.00
Total	\$21,857.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to insidesales@utility.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Motorola Radio Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Police Department is requesting approval to purchase seven Motorola in-car radios for our new patrol vehicles and the Bearcat which will be arriving in November 2023. This is a budgeted item and will be paid for out of S.P.L.O.S.T. funds.
LEGAL:	N/A



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : September 27, 2023
Ref : Motorola Radio.

I am requesting approval to purchase seven Motorola in-car radios for our new patrol vehicles and the Bearcat which will be arriving in November 2023. This is a budgeted item and will be paid for out of S.P.L.O.S.T. funds.



CARTERSVILLE POLICE DEPT

4500

08/11/2023



QUOTE-2276231

08/11/2023

CARTERSVILLE POLICE DEPT
195 CASSVILLE RD
CARTERSVILLE, GA 30120

RE: Motorola Quote for 4500
Dear Frank L McCann,

Motorola Solutions is pleased to present CARTERSVILLE POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CARTERSVILLE POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Amy Jenkins at Amy.Jenkins@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Amy Jenkins



QUOTE-2276231
4500

Billing Address:
CARTERSVILLE POLICE DEPT
195 CASSVILLE RD
CARTERSVILLE, GA 30120
US

Quote Date:08/11/2023
Expiration Date:11/09/2023
Quote Created By:
Amy Jenkins
Amy.Jenkins@
motorolasolutions.com

End Customer:
CARTERSVILLE POLICE DEPT
Frank L McCann
flmccann@cartersvillepolice.com
+17703822526

Contract: 36273 - SOURCEWELL
042021-MOT

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	7	\$2,117.44	\$1,545.73	\$10,820.11
1a	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	7	\$110.00	\$80.30	\$562.10
1b	GA00580AA	ADD: TDMA OPERATION	7	\$495.00	\$361.35	\$2,529.45
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	7	\$327.00	\$238.71	\$1,670.97
1d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	7	\$1,727.00	\$1,260.71	\$8,824.97
1e	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	7	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	7	\$66.00	\$48.18	\$337.26
1g	GA00804AA	ADD: APX O2 CH (GREY)	7	\$541.00	\$394.93	\$2,764.51
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	7	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2276231
4500

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	W22BA	ADD: STD PALM MICROPHONE APX	7	\$79.00	\$57.67	\$403.69
1j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	7	\$0.00	\$0.00	\$0.00
1k	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	7	\$47.00	\$34.31	\$240.17
1l	QA09113AB	ADD: BASELINE RELEASE SW	7	\$0.00	\$0.00	\$0.00
Grand Total					\$28,153.23(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police
AGENDA ITEM TITLE:	New Vehicles for Police Department
DEPARTMENT SUMMARY RECOMMENDATION:	The Police Department is requesting approval for the purchase of two 2023 Chevrolet Tahoes from Ginn Motor Company in the amount of \$96,830.00, this amount does not include the required add-ons, which have been requested not to exceed \$14,000.00. This is a budgeted request, to be paid from account 210-2110-54-2201.
LEGAL:	N/A



September 22, 2023

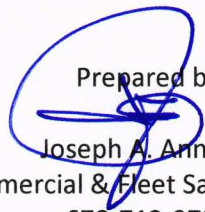
Quote prepared for

CARTERSVILLE



Lt. Greg Sparacio

195 Cassville Road
Cartersville, GA 30120

Prepared by


Joseph A. Anninos
Commercial & Fleet Sales Manager
678-712-9739

Joe@GinnAutoGroup.com

September 22, 2023

Please find attached information and pricing on the 2023 Chevrolet Tahoe Police Pursuit.

2023 Chevrolet Tahoe Police Pursuit 4WD

You'll find attached the following:

- 1- Pricing info
- 2- Factory Window Sticker
- 3- Ginn Motor Company's Stipulations:
 - a. Terms and Conditions when ordering or purchasing a vehicle from Ginn Motor Company

Once again, we thank you for this opportunity and look forward to your response.



Joseph A. Anninos

Commercial & Fleet Sales Manager
678-712-9739



(stock image)

MSRP: \$53565

Less Government Bid Assistance \$5150

Your price: \$48415 per vehicle

TOTAL PRICE FOR 2 UNITS: \$96830 *f-9/22*



2023 TAHOE 4WD POLICE VEHICLE

EXTERIOR: BLACK
INTERIOR: JET BLACK

ENGINE: 5.3L ECOTEC3 V8
TRANSMISSION: 10-SPEED AUTO

▶ PULL THIS STRIP TO EXPOSE ADHESIVE

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- MECHANICAL LIMITED SLIP DIFFERENTIAL
- TRANSFER CASE SINGLE SPEED
- FRONT SKID PLATE
- ELECTRONIC PRECISION SHIFT
- TRAILERING EQUIPMENT

CONNECTIVITY & TECHNOLOGY

- AIR CLEANER, HIGH CAPACITY
- CHEVROLET INFOTAINMENT 3.8" DIAG COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING, VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO AND WIRELESS APPLE CARPLAY CAPABLE
- 2 POWER OUTLETS, 120 VOLT
- KEYLESS OPEN INCLUDING EXT. RANGE REMOTE KEYLESS ENTRY
- KEYLESS START
- ONSTAR (R) SERVICES & WI-FI (R) HOTSPOT CAPABLE. SEE ONSTAR.COM FOR TERMS

INTERIOR

- AIR CONDITIONING, TRI ZONE
- AUTO CLIMATE CONTROL

SEATS, FRONT 40/20/40 SPLIT BENCH (DELETES CENTER CONSOLE/USB DATA PORTS)

- SEATS, SECOND ROW 60/40 SPLIT FOLDING BENCH
- FLOOR COVERING, RUBBERIZED-VINYL

EXTERIOR

- HEADLAMPS, LED
- POWER DUAL OUTSIDE MIRRORS, HEATED
- FRONT WINDSHIELD WIPERS, RAIN SENSING

SAFETY & SECURITY

- HD REAR VISION CAMERA
- THEFT DETERRENT SYSTEM, UNAUTHORIZED ENTRY
- FRONT AND REAR PARK ASSIST

MANUFACTURER'S SUGGESTED RETAIL PRICE
STANDARD VEHICLE PRICE \$51,150.00

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

SAFETY PACKAGE:	395.00
• FORWARD COLLISION ALERT	
• LANE KEEP ASSIST w/ LANE DEPARTURE WARNING	
• FOLLOWING DISTANCE INDICATOR	
• FRONT PEDESTRIAN BRAKING	
• AUTOMATIC EMERGENCY BRAKING	75.00
• REMOTE KEYLESS ENTRY FLT PKG	50.00
• AUTO DOOR LOCK DISABLE	
TOTAL OPTIONS	\$520.00
TOTAL VEHICLE & OPTIONS	\$51,670.00
DESTINATION CHARGE	1,895.00
TOTAL VEHICLE PRICE*	\$53,565.00

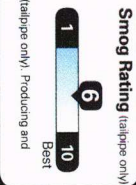
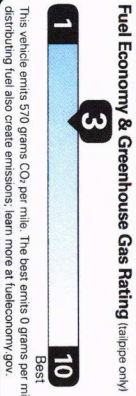
EPA Fuel Economy and Environment DOT

Fuel Economy
16 MPG
combined city/hwy
14 city
18 highway
6.2 gallons per 100 miles

TAHOE 4WD
Standard SUVs range from 13 to 102 MPG. The best vehicle rates 132 MPGe.

You spend \$5,750 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$2,750



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.99 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles



Gasoline Vehicle

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★ ★ ★ ★ ★
Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 33%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 38%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT: ARLINGTON, TX U.S.A.
COUNTRY OF ORIGIN: MEXICO
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

Equipped with the safety and security of OnStar:
Visit onstar.com for details.



ORDER NO. B07W2S SALES CODE R
SALES MODEL CODE GR107B
FINAL ASSEMBLY: ARLINGTON, TX U.S.A.
VIN 1GNSKLEDP0R482045
DEALER TO WHOM DELIVERED
GINN MOTOR COMPANY
8153 ACCESS RD
COVINGTON, GA 30014-2099



© 2009 General Motors LLC
GM/BL, PHOD, 0042 - 01/22/2023





This document is required to be accepted and signed by the purchaser and returned via email to Joseph A. Anninos at

Joe@GinnAutoGroup.com

The following conditions apply to all Government, Municipalities, Police, and Commercial orders and/or purchase transactions:

ORDERS:

- 1- All orders require a Purchase Order from the respective agency ordering the vehicle(s).
- 2- Specifications and built vehicles must be approved by the purchaser.
- 3- An estimated price of a configured vehicle cannot be used for the purpose of generating a final purchase order. The latter will be rejected by Ginn Motor Company and the order will not be placed.
- 4- Ginn Motor Company cannot guarantee a delivery date from the factory.

COMPLETION OF PURCHASE:

- 5- The purchaser will be advised in advance when the vehicles are in transit and will be provided with an invoice for the total purchase.
- 6- The purchaser will have 72 hours to complete the purchase and pay for the ordered vehicle(s) once the latter is received by the dealership. Weekend hours do not count.
- 7- Multiple ordered units may not be received all at once, however the purchaser will still be required to complete the purchase within 72 hours for the number of units available and ready for pick up.
- 8- Purchasers who choose not to pick up a partial order will be considered in default and the ordered units will be made available for sale as part of the inventory units.
- 9- Purchase may specify other payment terms in the bid request; however these must be accepted by Ginn Motor Company to be in effect.

DELIVERY:

- 10- Ordered vehicles and inventory units are FOB Ginn Motor Company – 2251 Access Road, Covington GA 30016
- 11- Quoted prices for ordered units or lot units do not include delivery charge.
- 12- Vehicles' delivery is available upon request and is subject to a delivery charge and will be completed by Ginn Motors' professional drivers.

13- Vehicles must be paid in full prior to the delivery.

DELIVERY CHARGE:

14- Unless specified in the quote, the delivery charge is not included in the purchase price of the vehicle(s).

15- There is a charge of \$2.00 per mile driven one-way to cover expenses and fuel. The rate may be adjusted from time to time to correspond with current market conditions. Ginn Motor Company will honor the quoted rate should the rate increases at the time of delivery.

16- The purchaser may request for the vehicles to be transported and not driven. Ginn Motors will provide a transportation **estimate** at time of ordering the vehicles. This estimate will be finalized 10 days prior to the arrival of the vehicles at the dealership and may be different than the original estimated amount. The purchaser will have the options to provide his own transportation company in lieu of the one provided by Ginn Motors should the price of transportation varies from the estimate.

INSURANCE:

17- All purchasers are required to provide proof of insurance prior to picking up the vehicle(s).

TERMS:

18- Terms of payments: PAYMENT IN FULL UPON RECEIVING VEHICLE(S)

19- Unless specific payment terms are listed in the bid request and accepted by Ginn Motor Company, payments are expected at time of delivery.

20- Payment terms cannot exceed 30 days.

COMMUNICATION METHOD:

21- All final agreements must be in written format and accepted by all parties. Written agreements will take priority and override any verbal agreements.

ACCEPTED BY:

Name: _____

Title: _____

Agency: _____

DATE: SEPT 22 2023



Joseph A. Anninos

Commercial & Fleet Sales Manager

Ginn Motor Company



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Switching Cubicles - Hanwha
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase two switching cubicles to serve power to the upcoming Hanwha project. This is a sole-sourced item from Gresco, and the cost is a total of \$138,975.25. This is a budgeted expense.
LEGAL:	N/A

Acknowledgement



Entered Date 8/28/23	Taken By cgre	Customer # 1458	Order # 10220106-00
PO # Jeff 8.28.23			Page # 1

Bill To CITY OF CARTERSVILLE PO BOX 1390 CARTERSVILLE, GA 30120-1390	Ship To CITY OF CARTERSVILLE 320 S ERWIN ST CARTERSVILLE, GA 30120-3914	Remit To GRESKO PO BOX 932918 ATLANTA, GA 31193-2918
--	---	--

Instructions

Ship Point ** Drop Ship **	Via Best Way	Shipped	Terms Net 30 Days	SlsRepln/Out cgre / anar
--------------------------------------	------------------------	----------------	-----------------------------	------------------------------------

Notes
Material Handling Capabilities: LIFT ONLY

Line	Product and Description	Order Quantity	Qty	UM	Unit Price	Price UM	Amount(Net)
1	55153R3-K3 MANUAL PMH-9 PAD MOUNTED GEAR	3.00		each	30,700.00	each	92,100.00
2	3097-MEG FUSE END FITTINGS S&C	18.00		EA	495.00	EA	8,910.00
3	613100-MEG 25KV 25AMPERES 100 SPEED 153-2 SMU-20 POWER FUSE	18.00		EA	200.25	EA	3,604.50
4	55163R3-K3 MANUAL PMH 11 PAD MOUNTED GEAR	1.00		EA	32,275.00	EA	32,275.00
5	3097-MEG FUSE END FITTINGS S&C	3.00		EA	495.00	EA	1,485.00
6	613100-MEG 25KV 25AMPERES 100 SPEED 153-2 SMU-20 POWER FUSE	3.00		each	200.25	each	600.75

6 Lines Total	Total Order Quantity	0.00	Subtotal	138,975.25
			Taxes	0.00
			Total	138,975.25



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Health and Vision Insurance Renewal for 2024
DEPARTMENT SUMMARY RECOMMENDATION:	<p>City staff met with One Digital, our health insurance agent, to review the health insurance proposals for 2024. Currently, City Employees are covered through Anthem (BC/BS) Insurance with the option of Point of Service (POS) or a Health Savings Account (HSA) insurance plan. Anthem first proposed a 16.6% rate increase on our account for 2024, and we had One Digital obtain proposals from other companies.</p> <p>After receiving other proposals and meeting with One Digital, we have successfully negotiated only a 3.43% rate increase from Anthem for 2024. Based upon our claims history, this is a more realistic rate increase.</p> <p>A couple of changes that I would like to make with this renewal is for the City to contribute 90% towards any employee’s coverage under the Health Savings Account (HSA) coverage provided by Anthem, as employees are taking on more of the costs by paying a deductible first before having any doctor visits or hospitalization costs covered by Anthem. Currently, we only have four individuals covered under this plan. Decreasing their cost may incentivize other employees to take this coverage.</p> <p>Also, I am recommending that the city begin to pay 80% of the monthly premiums for all our coverage types (employee only; employee/spouse; employee/child(ren); and family) to provide affordable insurance premiums particularly for those who have family insurance which the city is only paying 75% of the insurance premium. By going to this new model, single employees would have to pay 5% more as they are only paying 15% of the monthly premium, and employees with family coverage would be paying less as they are currently paying 25% of the monthly premium. The other two-tier types (employee/spouse and employee/child(ren) are already paying 20% of the monthly premium.</p>

	<p>In addition, One Digital has provided the Vision Insurance renewal from Anthem, which is a voluntary insurance (employee pays 100% of premium) at the same premium. These are budgeted items. I recommend approval of the renewal of health and vision insurance coverage with Anthem Insurance for 2024.</p>
LEGAL:	N/A

2024 Medical / Rx – REVISED Anthem Renewal 9/29/20

Meeting: October 5, 2023 Item 15.

MEDICAL/Rx	Current – Anthem				Anthem REVISED Renewal*							
	BCBS POS		BCBS HSA		BCBS POS		BCBS HSA					
Deductible	Enrollment	\$1,500	Enrollment	\$1,600	Enrollment	\$1,500	Enrollment	\$1,600				
Coinsurance		90%		80%		90%		80%				
Out of Pocket Max		\$5,000		\$4,000		\$5,000		\$4,000				
PCP Copay		\$25		Ded, then Coins		\$25		Ded, then Coins				
Specialist Copay		\$40		Ded, then Coins		\$40		Ded, then Coins				
Inpatient		Ded, then Coins		Ded, then Coins		Ded, then Coins		Ded, then Coins				
Outpatient		Ded, then Coins		Ded, then Coins		Ded, then Coins		Ded, then Coins				
Urgent Care		\$40		Ded, then Coins		\$40		Ded, then Coins				
Emergency Room		\$200		Ded, then Coins		\$200		Ded, then Coins				
Drug Copays		\$15 / 40 / 60 / 100		<u>Ded, then:</u> \$15 / 40 / 75 / 75		\$15 / 40 / 60 / 100		<u>Ded, then:</u> \$15 / 40 / 75 / 75				
Total Premium												
EE Monthly Cost		176		\$771.81		4		\$700.87	176	\$802.23	4	\$706.77
EE+Sp Monthly Cost	48	\$1,620.82	0	\$1,471.84	48	\$1,685.96	0	\$1,484.23				
EE+Ch Monthly Cost	17	\$1,505.06	0	\$1,366.73	17	\$1,565.55	0	\$1,378.23				
FAM Monthly Cost	101	\$2,354.08	0	\$2,137.71	101	\$2,448.69	0	\$2,155.70				
Monthly Premium	\$476,986		\$2,803		\$496,156		\$2,827					
Annual Premium	\$5,723,832		\$33,642		\$5,953,874		\$33,925					
Annual Total	\$5,757,474				\$5,987,799							
Change \$	N/A				\$230,325							
Change %	N/A				3.43%							

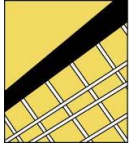
• For 2024, the HDHP (HSA) plan's deductible must be increased to the IRS minimum required deductible - \$1,600.

* Anthem's Renewal includes Annual Wellness Budget of \$60K



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Tennis Court and Pickleball Resurfacing
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Parks and Recreation is seeking approval to resurface five tennis courts and repurpose courts 6-7 to permanent Pickleball Courts.</p> <p>This project went to RFP on July 24, 2023, and remained until August 30, 2023, but we didn't receive any bids. We solicited quotes from Signature Tennis, Talbot Tennis, and Court Makers, and Signature Tennis was the only Contractor who could start this year.</p> <p>They will resurface the courts, tape and fill cracks, sand and repaint net poles, and paint new lines on the tennis courts. Install twelve net posts and six center anchors, a 4-foot fence for separation, six new pickleball nets with straps, and paint lines for the pickleball courts for \$98,400.00.</p> <p>This is a budgeted expense, \$80,000 paid from Operating Expenses 100-5100-52-2341 and the remaining \$18,400 from Capital Expenses 100-5100-54-1301. Staff recommends approval.</p>
LEGAL:	Reviewed by Archer & Lovell



SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM

Meeting: October 5, 2023 Item 16.



Mike Imbornone (Owner)

September 13, 2023

TO: DELLINGER PARK

100 PINE GROVE ROAD CARTERSVILLE, GA 30120

ATTN: JP VIDOUR

EMAIL: TENNIS@CITYOFCARTERSVILLE.ORG

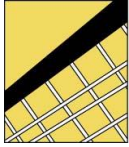
PHONE: 678-456-2520

RESURFACE COURTS 1 - 7

1. CLEAN COURTS AS NECESSARY
2. FILL ALL STRUCTURAL CRACKS WITH E330 CRACK FILLER AND INSTALL MULTI LAYERED RITE WAY CRACK REPAIR SYSTEM OVER ALL NEW STRUCTURAL CRACKS (1/16" OR LARGER) AND REMOVE EXISTING FAILED FABRIC AND REPLACE WITH NEW RITE WAY.
THE RITE WAY PRODUCT WILL NOT BUBBLE, HAS NO HOLLOW SOUND AND INCORPORATES A MICRO SEALANT MOISTURE BARRIER OVER THE CRACKS.
3. FILL ALL LOW LYING AREAS AND PAVING JOINTS WITH ACRYLIC PATCH BINDER
NOTE: THESE AREAS WILL IMPROVE BUT WILL NOT BE PERFECT
4. INSTALL 12 NET POST FOUNDATIONS AND 6 CENTER ANCHORS ON COURTS 6 & 7 TO CONVERT TO 6 PERMANENT PICKLE BALL COURTS
NOTE: DIRT REMOVED FROM DIGGING OUT NET POST FOUNDATIONS WILL BE SPREAD ON SITE AS DESIGNATED BY OWNER
5. INSTALL 4' HIGH FENCE TO SEPARATE THE 3 NORTH PICKLE BALL COURTS FROM THE 3 SOUTH PICKLE BALL COURTS
6. APPLY 3 COATS OF ACRYTECH FULL ACRYLIC PLAYING SURFACE
NOTE: IF ACRYTECH IS OUT OF STOCK, WE WILL USE A BRAND THAT IS EQUAL IN QUALITY
(COLORS WILL BE ROYAL BLUE AND LIGHT GREEN UNLESS SPECIFIED OTHERWISE)
7. STRIPE 5 REGULATION TENNIS COURTS AND 6 PICKLE BALL COURTS WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT AND RE-STRIPED PICKLE BALL AND JUNIOR LIKE EXISTING
8. SAND AND PAINT TENNIS NET POSTS, RE-HANG TENNIS NETS
9. INSTALL 6 NEW SETS OF PICKLE BALL NET POSTS, 6 NEW PICKLE BALL NETS AND STRAPS ON COURTS 6 & 7
10. CLEAN WORK SITE THOROUGHLY

RESURFACE WITH RITE WAY CRACK REPAIR SYSTEM: \$98,400

CONTINUED ON NEXT PAGE



**S I G N A T U R E
T E N N I S C O U R T S**

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM

Meeting: October 5, 2023 Item 16.



Mike Imbornone (Owner)

PAGE TWO
DELLINGER PARK
RESURFACE COURTS 1 - 7

NOTE: A 5 YEAR WARRANTY IS INCLUDED ON ALL EXISTING STRUCTURAL CRACKS COVERED WITH RITE WAY. IF ANY AREAS FAIL, THE CRACKS WILL BE RE-DONE AND AREA WILL BE RE-COLOR COATED. THIS WARRANTY DOES NOT INCLUDE ANY NEW CRACKS THAT MAY DEVELOP IN THE FUTURE.

NOTE: IF THERE ARE ANY HOLLOW SOUNDING AREAS IN THE COURTS, THIS MAY INDICATE OLD FABRIC SYSTEM THAT MAY NEED REMOVED. PLEASE NOTIFY US IF THIS IS THE CASE.

NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS

NOTE: THIS QUOTE IS GOOD FOR 30 DAYS. AFTER 30 DAYS THE PROJECT WILL NEED TO BE REPRICED DUE TO MATERIAL PRICING BEING UNSTABLE.

ACCEPTANCE SIGNATURE

DATE



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	WPCP Filter Media
DEPARTMENT SUMMARY RECOMMENDATION:	The disk filters at the Water Pollution Control Plant require periodic cloth media replacement. We received a quote from the sole source provider and manufacturer of the filters and media for 32 replacement cloth filter "socks". We recommend the purchase of these items from Aqua-Aerobic Systems, Inc. for \$16,448.00. This is a budgeted maintenance item to be paid from account #505.3330.52.2361.
LEGAL:	N/A



Aftermarket Proposal # 72415

TO: Cartersville WPCP
148-B Walnut Grove Rd.
Cartersville, Georgia 30120
USA

PROJECT: CARTERSVILLE GA
Cartersville, GA
USA-MUN

ATN: Operator

PROPOSAL DATE: September 22, 2023

CC: Templeton & Associates, Stanley Mize

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
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We are pleased to quote, for acceptance within 30 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.

*****Lead Time: 3-5 Business Days*****

32	Mega Filter cloth sock Optifiber PES-14 polyester type media Part number 2966855	\$514.00	\$16,448.00
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PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.

2. Start-up supervision is NOT included.

3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.

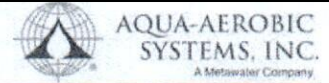
4. State and/or local taxes will be charged unless we receive a valid tax exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment. Please note Aqua-Aerobic Systems is not registered to collect Washington, DC, sales taxes; therefore, if order is taxable, Buyer is to accrue sales tax and pay the tax directly. States without Tax Exempt Flow Down: Municipal entity purchasers can obtain a tax exempt certificate for pollution control equipment that is permanently installed. The State does not allow for flow down of tax exempt status to non-municipal purchasers (i.e., General Contractors, Repair Shops, etc.). Non-municipal purchasers are required to pay sales taxes.

5. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

6. TRADEMARKS: Aqua-Aerobic, Aqua-Jet, Aqua-Jet II, AquaDDM, ThermoFlo, Endura Series, OxyMix, Fold-a-Float, Aqua MixAir, AquaCAM-D, AquaSBR, Aqua MSBR, AquaPASS, Aqua BioMax, AquaEnsure, Aqua EnduraTube, Aqua EnduraDisc, Aqua CB-24, AquaDisk, AquaDiamond, AquaDrum, Aqua MiniDisk, Aqua MegaDisk, AquaPrime, OptiFiber, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber PES-14, OptiFiber PF-14, Trust the Tag, AquaABF, Turbilite, AquaMB Process, Aqua-Aerobic MBR, Aqua

Proposal Date: September 22, 2023

Proposal # 72415



UltraFiltration, Aqua MultiBore, Aqua MultiBore Series C, Aqua ElectroOzone, SpareCare, IntelliPro, Aqua Financing Solutions, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective owners. Nereda® is a registered U.S. trademark of Royal HaskoningDHV.

7. Schedule changes due to supply chain disruption may impact the above quoted shipment time(s). Aqua-Aerobic Systems will advise if/when any such disruption applies.

Pricing Summary

Equipment and/or Accessories:	\$16,448.00
Total Job Price:	\$16,448.00

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

Proposal Date: September 22, 2023

Proposal # 72415



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

Proposal Date: September 22, 2023

Proposal # 72415



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

[Signature]
By: _____ Date: 9-22-2023

Offer Respectfully Submitted,

[Signature]
Denise Uchacz, Aftermarket Sales Representative
Aqua-Aerobic Systems, Inc.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Tallant Howell Engagement Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	In order to receive the new allocation of water storage in Lake Allatoona, it is necessary to execute an inter-governmental agreement with Bartow County for the sharing of that space since the allocation is in the name of both entities. Bartow County has engaged an attorney with specific experience in this type of negotiation, and the City should do likewise. We recommend the Mayor sign a letter of engagement with Kevin Tallant of the Tallant Howell firm of Cumming, Georgia. Kevin successfully negotiated on behalf of the City of Cumming, for a similar agreement with Forsyth County.
LEGAL:	Reviewed by City Attorney

Kevin J. Tallant
ktallant@tallanthowell.com

September 26, 2023

Via Email (sforsyth@cityofcartersville.org)
Sidney Forsyth

Re: City of Cartersville; Water Rights Allocation in Lake Allatoona

Dear Sidney,

We are honored to have the opportunity to assist the City of Cartersville, (“City”) with the above matter, because we understand that when clients, even on behalf of an organization, seek legal counsel it is quite often a major source of stress in their life. It is my hope that you will find our relationship with the City to facilitate the reduction of that stress. Before going further, we want to acquaint you with our manner of handling our representation of the City.

Firm Representation - First, it is the entire firm which is representing the City. Although I will be primarily responsible for the City’s matter, other lawyers in the firm may represent the City from time to time, will be generally familiar with the City’s matter, and will be able to assist the City if I am not unavailable.

Keeping You Informed - We will keep you informed of the status of the City’s matter and will send to you copies of all correspondence we initiate here and copies of letters we receive from others. You do not have to take any action upon receipt of this information unless we request otherwise, but you should read it to be aware of what is taking place. We suggest the City maintain a file to hold these copies.

Communication – Email is by far the best way to communicate with our firm for any of the attorneys or paralegals working on the City’s matter. As for phone communication, there will be times when we will be unavailable to speak on the telephone because of meetings, conferences, trials, hearings or other pressing matters. However, we will make every effort to try and return any calls received from the City within forty-eight (48) hours, unless other conflicts arise. There is a significant likelihood that an email will be responded to in a shorter amount of time, and some voice mail messages may receive an email response for the purpose of being as efficient as possible.

Phases of Billing - We will bill the City monthly for all services rendered on the City’s behalf. Payment is due upon receipt of a bill. We do keep track of telephone calls as well as other time expended on the City’s behalf, and we do include that time in our statement of charges. If you have questions about our billing rate or charges, please feel free to discuss this matter at any time. As a general rule, we do not advance monies on behalf of our clients. We try to anticipate such expenses in the form of the retainer requested. If we do advance money for expenses and

fees on the City's behalf, such as transcript costs, telephone calls, facsimile transmissions, travel and photocopying, we will expect the City to promptly reimburse us.

Rates - For legal services rendered in this matter, the City will be billed at the rate of \$255.00 per hour for my time. Other attorneys and paralegals who may work on the City's matter will bill below that hourly rate. *These rates may be modified over time.* Most of our clients timely pay their invoices and we appreciate that very much. However, as our own costs have risen, we cannot simply carry a balance for those who are unable to pay their invoices within 30 days or less. Therefore, all balances not paid within thirty (30) days will accrue interest at the rate of 1% per month (12% APR). To avoid this charge, we do accept debit and credit card payments. Debit and credit card payments will incur a service fee of 3.5%. Payments by cash, personal check or bank EFT remain at the cash discounted rate.

Retainer - In this matter we have requested no advance retainer. While we generally do not do so, we do reserve the right to request a retainer later if the payment history or circumstances of the matter require it.

Travel Time - In the event any travel is required on the City's behalf, this time will be charged at the usual hourly rate. You will be responsible for all costs of transportation. In the event that the mode of transportation is by automobile, our firm will charge a mileage rate of 63¢ per mile on the City's behalf, plus any applicable parking charges.

Preservation of Documents – Although this matter does not involve litigation, historical materials can always be beneficial, especially between two local governments whose elected representatives change from time to time. Accordingly, please immediately suspend any document or record destruction policy that you may have related to all matters we are representing you on.

Time Frame - We will strive to complete the City's work as expeditiously as possible at a fair and reasonable cost to the City. We do represent many other clients and there will be times when we will be giving the City's work priority over others, but the converse is also true, and we hope you will understand if there is a delay in the completion of the City's work. We ask that you make every effort to keep us apprised of any changes or developments in this matter so we can help the City achieve a prompt resolution.

Termination - The City will at all times have the right to terminate our services upon written notice to that effect. We shall also have the right to terminate upon written notice to that effect in the event that the City fail to cooperate with us in any reasonable request, to timely pay statements in full as submitted, or if we determine in our reasonable discretion that to continue our services would be unethical or impractical. In the event of such a termination, we will prepare a final bill which will be due upon receipt.

If you, the City's general legal counsel, or anyone else has any questions concerning the above procedures, please contact me. We appreciate the opportunity to be of assistance to you and look forward to working with you and the City.

With kind regards, I remain for the firm.

Sincerely,



Kevin J. Tallant

KJT/rm

I have read, understand, and agree to the terms of this retainer letter, confirm that I have the authority to execute this document on behalf of the City of Cartersville, and further confirm that any requirements for the City to enter into this engagement have been completed.

Client Signature

Date

Client Signature

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Sewer Extension Delegation Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>In order for the Cartersville Water Department to review and accept certain extensions to its sanitary sewer system, this authority must be specifically delegated by the Georgia Environmental Protection Division (EPD). After reviewing the City’s sewer specifications and qualifications, the EPD has offered a delegation agreement.</p> <p>I request approval for the Mayor to sign this delegation agreement in order to review, approve, and accept City sewer system extensions.</p>
LEGAL:	N/A

DELEGATION AGREEMENT FOR REVIEW AND APPROVAL OF SEWER SYSTEM EXTENSIONS

1.0 PURPOSE

Pursuant to Rules and Regulations for Water Quality Control Chapter 391-3-6 paragraph .02, the Environmental Protection Division (EPD) can delegate the review and approval of certain types of sewer system extensions to local governments that have demonstrated the capability for such review and approval. This delegation of responsibilities to local governments means the local governments are authorized by the Division to review and approve the sewer extensions for construction. Sewer systems include: new systems, extensions to new areas and replacement sanitary sewers. Types of sewer systems are limited to: gravity sewers, force mains and pumping stations.

The Division hereby delegates the review and approval of all sewer systems within and tributary to the **City of Cartersville** with the following exclusions:

- Sewers greater than 36 inches in diameter.
- Pump stations with capacity of 700 gallons per minute and greater.

2.0 PROCEDURES

In order to fulfill the terms of this agreement, the **City of Cartersville** hereby agrees to enact procedures which will accomplish the following:

- 2.1 Determine that the water pollution control plant (WPCP) to which the proposed sewer extensions will be tributary is capable of accepting the project wastewater for treatment.
- 2.2 Determine that the submain, principal sewer and interceptor to which the proposed sewers are tributary are capable of transporting the project's wastewater to the WPCP for treatment. Pump and haul, pump and storage, and offline storage tanks cannot be allowed. Adequate capacity must be provided from the sewer extension to the treatment plant.
- 2.3 Determine that the sewers are not constructed on or serving structures constructed or proposed to be constructed on solid waste landfills.
- 2.4 Determine that the proposed sewers have been designed by registered professionals in accordance with acceptable provisions of recognized design references in general use. References include: WEF Manuals(s) of Practice, ASCE Manuals and Reports on Engineering Practice, Recommended Standards for Sewage Works, latest Edition, Great Lakes Upper Mississippi River Board of State Sanitary Engineers (10-State Standards), Environmental Protection Agency (EPA) Publications, WEF Journals and other technical publications widely recognized in establishing design standards.

- 2.5 Review and approve completed plans and specifications for technical adequacy and conformance to applicable requirements and determine that they are suitable for bid and construction purposes. Plans and specifications must be prepared by registered professionals in accordance with Code Section 43-15-2 of the Official Code of Georgia Annotated relating to the regulation and certification of professional engineers and land surveyors and in accordance with Georgia Rules and Regulations for Water Quality Control 391-3-6-.02. Construction specifications must be approved by the EPD prior to adopting as the **City's** Standard Construction Specifications.
- 2.6 Ensure the reviews are performed under the supervision of a professional engineer registered in the State of Georgia.
- 2.7 Conduct construction inspections during construction to ensure that the construction is done in accordance with the approved plans and specifications and the Erosion and Sedimentation Act 12-7-1 et. seq. and all other related Acts and ordinances.
- 2.8 Ensure the construction inspections are performed under the supervision of a professional engineer registered in the State of Georgia.
- 2.9 Determine that the construction is done in accordance with approved plans and specifications prior to project acceptance.
- 2.10 Own and maintain the sewer system after project acceptance.
- 2.11 Maintain in a responsible manner, records and documentation of approved projects for EPD's overview.
- 2.12 Maintain an up-to-date set of sewer maps.
- 2.13 Ensure that all sewer extensions are consistent with the Georgia Department of Community Affairs approved service delivery strategy for the region.
- 3.0 OVERVIEW

In order to ensure compliance with this agreement, the **City of Cartersville** agrees to cooperate with the EPD in a joint overview effort.

4.0 DISSOLUTION OF AGREEMENT

This agreement may be canceled without prior notice by the action of either party giving written notice of intent to cancel.

For the **Georgia Environmental Protection Division**

Date: _____

Jeff Cown
Director

For the **City of Cartersville**

Date: _____

Matthew Santini
Mayor

Attest: _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Rescission of Pine Grove Acquisitions & Douthit Ferry-Walnut Grove Dirt Agreements
DEPARTMENT SUMMARY RECOMMENDATION:	On May 18, 2023, City Council approved the Pine Grove Acquisitions & Douthit Ferry-Walnut Grove Dirt Agreement, which allowed the developer of the property across the new Water Administration Building to obtain the excess dirt from City property in exchange for the City to collect the excess dirt from John Cummings property. Property buyers have since changed, and the City would like to rescind these contracts.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Public Works' Roof
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The roof of the Main Office of the Public Works facility, 330 S. Erwin Street, needs repair. The existing metal roof is estimated to be 40 years old and has several leaks. Bids were requested for the roof replacement, with 24 gauge standing seam metal panels and the replacement of gutters and downspouts. We received estimates/proposals from Caliber Construction, All Around Roofing, and Alltop Roofing ranging from \$31,200.00 to \$45,000.00.</p> <p>This is a budgeted item, and Public Works recommends approval of the lowest estimate from Alltop Roofing at \$31,120.00, with an amount not-to-exceed of \$40,000.00 due to the potential need for decking repair.</p>
LEGAL:	N/A

ESTIMATE - PROPOSAL

Meeting: October 5, 2023 Item 21.

ALLTOP ROOFING & Restoration Services LLC.

P.O. Box 1463 • 251 River Drive
Cartersville, GA 30120



Office: (770) 382-7008

Fax: (770) 382-3402

DATE 9/29/2023

SUBMIT TO:

NAME: City of Cartersville

ADDRESS: _____

CITY: _____

STATE: _____

BLDG LOCATED: Public Works Office

STREET: 330 S Erwin St

CITY: Cartersville

STATE: Georgia 30120

We hereby propose to furnish materials and labor necessary for the completion of:

Remove the old metal roof on the office and connecting corridor. Remove old coping and wall flashings.
Remove the gutter and downspouts.

Install new 24 gage standing seam metal panels. New wall flashings and copings. New gutters and downspouts. Color chosen by owner.

Clean premises during and after completion. Thank you for letting us submit this proposal. All applicable safety standards will be followed.

Total cost of above described proposal will be \$ 31,120.00 (dollars) TERMS: _____

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become 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 Workman's Compensation Insurance. Equity in this property acts as collateral for this contract until paid in full. AFTER 90 DAYS PRICE SUBJECT TO CHANGE

Authorized Signature 

ACCEPTANCE OF ESTIMATE

The above 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 above.

ACCEPTED:

Date _____ Signature _____
Signature _____

- Our Guarantees are Not Transferable -



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 5, 2023
SUBCATEGORY:	Discussion
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Mission Road Sidewalk/Multiuse Trail
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Leadership within the City of Cartersville has expressed an interest in providing pedestrian connectivity along West Cherokee Avenue/Mission Road from where the existing sidewalk along West Cherokee Avenue ends at Charles Street to the existing sidewalk approximately 660 feet west of Duncan Drive. A cost estimate to install a 5-foot sidewalk in two phases has been obtained.</p> <p>Phase 1 expands from Charles Street to Stately Oaks Drive, estimated cost at \$3,392,400 and Phase 2 expands from the railroad crossing just west of Silo Drive to approximately 660 feet west of Duncan Drive, estimated at \$2,890,102. Each phase requires a bridge replacement and a pedestrian crossing at the railroad tracks.</p> <p>The cost for a multi-use trail would be approximately twice that of a 5-foot sidewalk since a multi-use trail is 10 feet wide and requires additional right of way.</p>
LEGAL:	N/A

MISSION ROAD SIDEWALKS DETAILED ESTIMATE - PHASE 1

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL	1	LS	\$ 150,000.00	\$ 150,000.00
210-0100	GRADING COMPLETE	1	LS	\$ 285,000.00	\$ 285,000.00
310-1101	GR AGGR BASE CRS, INCL MATL	535	TN	\$ 55.00	\$ 29,425.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	5	TN	\$ 115.00	\$ 575.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	10	TN	\$ 125.00	\$ 1,250.00
413-0750	TACK COAT	5	GAL	\$ 5.00	\$ 25.00
433-1100	REINF CONC APPROACH SLAB, INCL CURB	140	SY	\$ 295.00	\$ 41,300.00
441-0104	CONC SIDEWALK, 4 IN	2150	SY	\$ 50.00	\$ 107,500.00
441-0108	CONC SIDEWALK, 8 IN	50	SY	\$ 115.00	\$ 5,750.00
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	4110	LF	\$ 35.00	\$ 143,850.00
641-1100	GUARDRAIL, TP T	83	LF	\$ 90.00	\$ 7,470.00
641-1200	GUARDRAIL, TP W	375	LF	\$ 35.00	\$ 13,125.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	2	EA	\$ 2,035.00	\$ 4,070.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	2	EA	\$ 3,925.00	\$ 7,850.00
999-5200	DETECTABLE WARNING SURFACE	20	SF	\$ 60.00	\$ 1,200.00
				SUB TOTAL	\$ 798,390.00

BRIDGE ITEMS					
540-1102	REMOVAL OF EXISTING BR, BR NO - 1	LUMP	LS	\$ 150,000.00	\$ 150,000.00
543-9000	CONSTRUCTION OF BRIDGE COMPLETE - BR NO - 1	LUMP	LS	\$ 1,500,000.00	\$ 1,500,000.00
				SUB TOTAL	\$ 1,650,000.00

SIGNING & MARKING ITEMS					
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	2	EA	\$ 12,000.00	\$ 24,000.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	50	SF	\$ 25.00	\$ 1,250.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	50	SF	\$ 25.00	\$ 1,250.00
636-2070	GALV STEEL POSTS TP 7	125	LF	\$ 10.00	\$ 1,250.00
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	3970	LF	\$ 1.00	\$ 3,970.00
653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	90	LF	\$ 1.00	\$ 90.00
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN WHITE	25	LF	\$ 10.00	\$ 250.00
653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN WHITE	775	LF	\$ 3.00	\$ 2,325.00
657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	325	LF	\$ 10.00	\$ 3,250.00
657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	325	LF	\$ 10.00	\$ 3,250.00
999-3800	RECTANGULAR RAPID BEACON ASSEMBLY	2	EA	\$ 10,000.00	\$ 20,000.00
999-3900	TESTING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP	LS	\$ 2,000.00	\$ 2,000.00
				SUB TOTAL	\$ 62,885.00

DRAINAGE ITEMS					
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	2870	LF	\$ 90.00	\$ 258,300.00
550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	510	LF	\$ 110.00	\$ 56,100.00
550-4218	FLARED END SECTION 18 IN, STORM DRAIN	2	EA	\$ 1,305.00	\$ 2,610.00
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	1	EA	\$ 1,355.00	\$ 1,355.00
603-2018	STN DUMPED RIP RAP, TP 1, 18 IN	75	SY	\$ 65.00	\$ 4,875.00
603-7000	PLASTIC FILTER FABRIC	75	SY	\$ 5.00	\$ 375.00
668-1100	CATCH BASIN, GP 1	25	EA	\$ 5,900.00	\$ 147,500.00
668-2100	DROP INLET, GP 1	3	EA	\$ 4,950.00	\$ 14,850.00
				SUB TOTAL	\$ 485,965.00

EROSION CONTROL ITEMS					
163-0232	TEMPORARY GRASSING	1	AC	\$ 830.00	\$ 830.00
163-0240	MULCH	50	TN	\$ 170.00	\$ 8,500.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	\$ 3,165.00	\$ 3,165.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	28	EA	\$ 255.00	\$ 7,140.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C	2000	LF	\$ 1.00	\$ 2,000.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	\$ 1,215.00	\$ 1,215.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	28	EA	\$ 115.00	\$ 3,220.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	\$ 920.00	\$ 920.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	3	EA	\$ 390.00	\$ 1,170.00
167-1500	WATER QUALITY INSPECTIONS	12	MO	\$ 1,040.00	\$ 12,480.00
171-0030	TEMPORARY SILT FENCE, TYPE C	4000	LF	\$ 5.00	\$ 20,000.00
700-6910	PERMANENT GRASSING	2	AC	\$ 1,735.00	\$ 3,470.00
700-7000	AGRICULTURAL LIME	5	TN	\$ 260.00	\$ 1,300.00
700-8000	FERTILIZER MIXED GRADE	1	TN	\$ 1,700.00	\$ 1,700.00
700-8100	FERTILIZER NITROGEN CONTENT	120	LB	\$ 5.00	\$ 600.00
700-9300	SOD	1905	SY	\$ 10.00	\$ 19,050.00
				SUB TOTAL	\$ 86,760.00

SUB TOTAL	\$ 3,084,000.00
10% CONTINGENCY	\$ 308,400.00
TOTAL	\$ 3,392,400.00

MISSION ROAD SIDEWALKS DETAILED ESTIMATE - PHASE 2

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL	1	LS	\$ 115,000.00	\$ 115,000.00
210-0100	GRADING COMPLETE	1	LS	\$ 230,000.00	\$ 230,000.00
310-1101	GR AGGR BASE CRS, INCL MATL	385	TN	\$ 55.00	\$ 21,175.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	10	TN	\$ 115.00	\$ 1,150.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	5	TN	\$ 125.00	\$ 625.00
413-0750	TACK COAT	5	GAL	\$ 5.00	\$ 25.00
433-1100	REINF CONC APPROACH SLAB, INCL CURB	155	SY	\$ 295.00	\$ 45,725.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	50	SY	\$ 85.00	\$ 4,250.00
441-0104	CONC SIDEWALK, 4 IN	1520	SY	\$ 50.00	\$ 76,000.00
441-0108	CONC SIDEWALK, 8 IN	85	SY	\$ 115.00	\$ 9,775.00
441-4020	CONC VALLEY GUTTER, 6 IN	385	SY	\$ 85.00	\$ 32,725.00
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	2755	LF	\$ 35.00	\$ 96,425.00
641-1100	GUARDRAIL, TP T	83	LF	\$ 90.00	\$ 7,470.00
641-1200	GUARDRAIL, TP W	325	LF	\$ 35.00	\$ 11,375.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	3	EA	\$ 2,035.00	\$ 6,105.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	3	EA	\$ 3,925.00	\$ 11,775.00
999-5200	DETECTABLE WARNING SURFACE	20	SF	\$ 60.00	\$ 1,200.00
				SUB TOTAL	\$ 670,800.00

BRIDGE ITEMS					
540-1102	REMOVAL OF EXISTING BR, BR NO - 2	LUMP	LS	\$ 150,000.00	\$ 150,000.00
543-9000	CONSTRUCTION OF BRIDGE COMPLETE - BR NO - 2	LUMP	LS	\$ 1,200,000.00	\$ 1,200,000.00
				SUB TOTAL	\$ 1,350,000.00

SIGNING & MARKING ITEMS					
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	2	EA	\$ 12,000.00	\$ 24,000.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	50	SF	\$ 25.00	\$ 1,250.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	50	SF	\$ 25.00	\$ 1,250.00
636-2070	GALV STEEL POSTS TP 7	125	LF	\$ 10.00	\$ 1,250.00
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	3175	LF	\$ 1.00	\$ 3,175.00
653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	150	LF	\$ 1.00	\$ 150.00
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN WHITE	55	LF	\$ 10.00	\$ 550.00
653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN WHITE	980	LF	\$ 3.00	\$ 2,940.00
657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	350	LF	\$ 10.00	\$ 3,500.00
657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	350	LF	\$ 10.00	\$ 3,500.00
				SUB TOTAL	\$ 41,565.00

DRAINAGE ITEMS					
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	2870	LF	\$ 90.00	\$ 258,300.00
550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	510	LF	\$ 110.00	\$ 56,100.00
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603-7000	PLASTIC FILTER FABRIC	75	SY	\$ 5.00	\$ 375.00
668-1100	CATCH BASIN, GP 1	25	EA	\$ 5,900.00	\$ 147,500.00
668-2100	DROP INLET, GP 1	3	EA	\$ 4,950.00	\$ 14,850.00
				SUB TOTAL	\$ 485,965.00

EROSION CONTROL ITEMS					
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165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	\$ 920.00	\$ 920.00
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171-0030	TEMPORARY SILT FENCE, TYPE C	4000	LF	\$ 5.00	\$ 20,000.00
700-6910	PERMANENT GRASSING	2	AC	\$ 1,735.00	\$ 3,470.00
700-7000	AGRICULTURAL LIME	5	TN	\$ 260.00	\$ 1,300.00
700-8000	FERTILIZER MIXED GRADE	1	TN	\$ 1,700.00	\$ 1,700.00
700-8100	FERTILIZER NITROGEN CONTENT	115	LB	\$ 5.00	\$ 575.00
700-9300	SOD	1220	SY	\$ 10.00	\$ 12,200.00
				SUB TOTAL	\$ 79,035.00

SUB TOTAL	\$ 2,627,365.00
10% CONTINGENCY	\$ 262,737.00
TOTAL	\$ 2,890,102.00