



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, January 04, 2024 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

Keith Lovell

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. December 21, 2023, Council Meeting Minutes

SWEARING IN OF ELECTED OFFICIALS

2. Swearing-in of Elected Officials

APPOINTMENTS

3. Appointment and Swearing-in of Municipal Court Judge and Assistant Municipal Court Judge

CONTRACTS/AGREEMENTS

4. Cartersville Municipal Court Judges Contract

5. City Manager Agreement

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

6. SU23-02. 645 Henderson Dr.

RESOLUTIONS

- [7.](#) Council Meeting Date Change

BID AWARD/PURCHASES

- [8.](#) Compact Excavator Purchase
- [9.](#) Equipment Trailer Purchase
- [10.](#) 300kVA Transformer purchases
- [11.](#) New Recruit Class Uniform Purchase
- [12.](#) Purchase of Power DMS
- [13.](#) Invoices for Property and Casualty Insurance Claims

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:	January 4,2024
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	December 21, 2023, Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from December 21, 2023, have been uploaded for your review and approval.
LEGAL:	NA

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

WORK SESSION

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

Council Member Hodge made a motion to enter Closed Session for the purpose of Personnel and Property. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

Mayor Santini closed Work Session at 6:36 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 Wren.

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

Absent: Jayce Stepp, Council Member Ward Two

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. December 7, 2023, Council Meeting Minutes

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

APPOINTMENTS

2. Convention and Visitor Bureau

Dan Porta, City Manager, stated Jeff Watkins and Tom Shinall are willing to continue to serve as board members of the Convention and Visitor Bureau with new terms expiring on December 31, 2025, if reappointed.

Council Member Fox made a motion to approve the Convention and Visitation Appointment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

3. Bartow-Cartersville Second Joint Development Authority

Mr. Porta stated Malcom Cooley and David Caswell are willing to continue to serve as board members of the Bartow – Cartersville Second Joint Development Authority with a new term expiring on December 31, 2027, if reappointed.

Council Member Hodge made a motion to approve the Bartow-Cartersville Second Joint Development Authority Appointment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

4. Recreation Advisory Board

Eric Pabst, Parks and Recreation Assistant Director, stated Josh Brock, Ty Mitcham, Monique Hall, and Patrick Jones are willing to continue to serve as board members of the Recreation Advisory Board. Mr. Brock’s new term will expire on December 31, 2025, and all others will expire on December 31, 2027, if reappointed.

Council Member Roth made a motion to approve the Recreation Advisory Board Appointment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

SECOND READING OF ORDINANCES

5. Employee Benefits

Mr. Porta stated the city Employee Handbook has needed an update for many years and after some extensive review by the Human Resources Director, City Attorney, outside Counsel, and himself are ready to move forward with an updated Employee Handbook with an effective date of January 1, 2024. If adopted, this ordinance will cut any existing employee benefit-related ordinances from the code and allow for minor changes to the Employee Handbook to be done internally by the City Manager. Of course, any major changes to the Employee Handbook will require City Council approval via a Resolution.

Council Member Wren made a motion to approve the Employee Benefits. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance #79-23

6. Adult Entertainment Establishment

Keith Lovell, City Attorney, stated this Ordinance amendment adds findings, studies, and definitions to Section 10-302, Adult Entertainment Establishments.

Council Member Fox made a motion to approve the Adult Entertainment Establishment Ordinance amendment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance #80-23

7. Pouring Establishment Requirement

Mr. Lovell stated This Ordinance Amendment adds and revises language to limit pouring licenses to certain establishments and defines uses not allowed under the Specialty Shop classification.

Council Member Hodge made a motion to approve the Pouring Establishment Requirement Ordinance amendment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance #81-23

PUBLIC HEARING: 1st Reading of Zoning/Annexation Requests

8. SU23-02: 645 Henderson Dr:

Applicant: Richard Wiernek

Randy Mannino, Planning and Development Director stated the applicant requests a Special Use permit to allow automotive and truck sales or rental on the property identified as 645 (659) Henderson Dr, in Land Lot 594 of the 4th District, 3rd Section. Tax ID No. C022-0004-011. The approximate land area is 2.85 acres. No outdoor storage of inventory is proposed.

Staff is not opposed to the request with the following conditions:

- 1) The special use permit is only for the applicant and for the applicant’s business.
- 2) No outdoor storage or display of inventory.

Mayor Santini opened the public hearing and with no one to come forward to speak for or against the application, the public hearing was closed.

This was a first reading and will be voted on at the next City Council meeting scheduled for January 4, 2024.

RESOLUTIONS

9. Capital Improvements Element (CIE) and Community Work Program (CWP) Annual Update and Corresponding Transmittal Resolution

Mr. Mannino stated Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan and Community Work Program (CWP). The update gives the impact fee receipts and expenditures (none) for fiscal year 2023 (July 1, 2022, through June 30, 2023), as well as updates the CWP. We must hold a public hearing regarding the update and forward it with a transmittal resolution to the Northwest Georgia Regional Commission (RC) and the Department of Community Affairs (DCA). After review from the RC and DCA, the document then needs to be adopted by the Council, and a copy sent to the RC (just like the Comp Plan process). At this time, the document is in “Draft” form and the final version will be distributed for review and comment prior to adoption.

Mayor Santini opened the public hearing and with no one to come forward to speak for or against the application, the public hearing was closed.

Council Member Hodge made a motion to approve the Capital Improvements Element (CIE) and Community Work Program (CWP) Annual Update and Corresponding Transmittal Resolution. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #39-23

CONTRACTS/AGREEMENTS

10. 15 Spring Street: Lien Release

Mr. Mannino stated 15 Spring Street was purchased as part of the “First Time Homebuyers Program”. The applicant has fulfilled the obligation of five years’ ownership as set forth in the program. They have requested the attached Quit Claim Deed to be released at this time. This is a standard process, and since the applicant has fulfilled their obligation, staff recommended approval to authorize said release.

Council Member Fox made a motion to approve 15 Spring Street Lien Release. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

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

11. Fire Station #5: Early Site Release GMP Estimate

Freddy Morgan, Assistant City Manager, stated this is the early site release GMP estimate from Reeves Young to perform site work for Fire Station #5. We are requesting Council approval to move forward with the sitework portion of the project while Reeves Young finalizes the rest of the project GMP.

Council Member Cooley made a motion to approve Fire Station #5: Early Site Release GMP Estimate. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

12. Replacement of Two Pick-up Trucks

Mr. Morgan stated the Water Department is requesting approval to purchase two (2) replacement pick-up trucks. A 2023 Ford F-150 4x4 crew cab in the amount of \$46,937.00 to replace truck #870 a 2007 F-150 with 66,000 miles and a 2023 Ford F-150 extended cab in the amount of \$44,445.00 to replace truck #801 a 2006 F-150 with 142,000 miles. The requested truck replacements are budgeted items.

Council Member Fox made a motion to approve the Replacement of Two Pick-up Trucks. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

13. PPE Purchase for Recruits

Scott Carter, Fire Chief, stated the Fire Department requests approval for the construction and purchase of Personal Protective Clothing (PPE) for the newest firefighters that will begin recruiting school the first week of February 2024. This PPE, known as “turn out gear” is the protective

ensemble that firefighters wear while combating a fire and other hazardous quotes were obtained. Firemaster quoted a set of PPE at \$2368.76 and Bennet quoted a price of \$2651.00 per set. The lowest quote from Firemaster for the purchase of thirteen sets of PPE was recommended for approval. This comes to a total price of \$30,794.00. This gear will have a construction time of approximately eight weeks from the time of order. This is a budgeted item and within budget.

Council Member Roth made a motion to approve the PPE Purchase for Recruits. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

14. GMA Membership Dues

Mr. Porta stated this is the 2024 dues for membership in the Georgia Municipal Association (GMA). The total is \$9,131.46 for the year and is based on the City’s population. This is a budgeted request.

Council Member Roth made a motion to approve the GMA Membership Dues. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

15. Everbridge Notification System Renewal

Logan Bagley, Public Relations and Communications Manager, stated the cost for the annual renewal of the Everbridge Notification System is \$12,836.73 and will continue the contract through January 28, 2025. This renewal is submitted for your approval and is a budgeted item.

Council Member Roth made a motion to approve the Everbridge Notification System Renewal. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

16. Firefighters Cancer Insurance Policy Renewal

Mr. Porta stated Terry Watkins Insurance has provided the city with the annual cancer insurance policy for city firefighters with a premium of \$10,656.00, which is different from the original proposal of \$13,320.00 This is a requirement under Georgia law for the city to provide this insurance and approval was recommended.

Council Member Fox made a motion to approve the Firefighters Cancer Insurance Policy Renewal as amended. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

17. Water Meters for Stock

Michael De Leon, Water System Engineer, stated the invoice is for 192 (one pallet) of 3/4” Sensus iPerl meters from the sole source supplier, Kendall Supply for \$26,208.60. These are the same meters and equipment being installed in the AMI project. This represents between 4-6 months’ supply at present. Approval was recommended to pay this invoice. This is a budgeted item to be paid from account #505.3320.52.2390.

Council Member Fox made a motion to approve the Water Meters for Stock. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

18. Atco-Pettit Creek & JDC Sewer Change Order

Mr. De Leon stated on June 15, 2023, Council approved a construction contract with UWS, Inc. to replace two aerial sewer crossings of Pettit Creek at Atco and on Jimmy Don Crane (JDC) property. This change order adds \$441,329.81 and 150 days to the total project, divided proportionally between the two sections.

\$87,480.00 was added to the Atco section due to changing to jack & bore from an open cut under the bridge, changing manhole types, and removing an additional aerial crossing at Fairview Drive. \$353,489.81 is added to the JDC section due to a request from Bartow County to increase the size of this sewer from twelve inches to twenty-four inches, as this serves a large portion of the Highway 20 development corridor. Bartow County will reimburse the city for this portion of the change order. This change order was recommended for approval.

Council Member Hodge made a motion to approve the Atco-Pettit Creek & JDC Sewer Change Order. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

CERTIFICATION

19. LAP Certification - Letter of Understanding

Wade Wilson, Public Works Director, stated the Local Administered Project (LAP) Certification covers the uniform practices for authorizing qualified LPA (Local Public Agencies) to manage core activities for Federal aid-funded projects. The City of Cartersville had previously been granted conditional approval.

To allow for better efficiencies and allow local agencies to independently conduct Engineering and Design procurements, the Georgia Department of Transportation is transitioning all conditional local agencies to full approval. The City will gain full approval if the statements confirm the person(s) conducting the procurement fully understands the process and the requirements to maintain compliance.

Public Works Staff have attended or are attending the required courses for LAP approval. As a result, Public Works staff have been educated on the requirements of LAP compliance, which includes engineering and design procurement.

Council Member Fox made a motion to approve the lap Certification – Letter of Understanding. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEMS

20. Right of Way Deed – Jackson Farm Phase 2 Unit 1

Mr. Lovell stated this Deed of Dedication is recommended for approval.

Council Member Fox made a motion to approve the Right of Way Deed of Dedication. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

21. Billing Error – Electric Department

Mr. Porta stated that there was an error in the billing for electric customers. It was recommended to begin the refund process which totals approximately \$195,000.000.

Council Member Cooley made a motion to approve the Billing Error Reconciliation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

MONTHLY FINANCIAL STATEMENT

22. October 2023 Financial Report

Tom Rhinehart, Finance Department Director, came forward to review the numbers from October 2023 and compared the numbers to October 2022.

FINAL COMMENTS

Mayor Santini stated all City Offices would be closed on Monday, December 25th, and Tuesday, December 26th.

ADJOURNMENT

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

Meeting Adjourned at 7:24 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Swearing in of Elected Officials
DEPARTMENT SUMMARY RECOMMENDATION:	This is the appointment of the officials elected on November 7, 2023. Those elected were Matthew J. Santini, Mayor; Jayce Stepp, Council Member Ward Two; Calvin Cooley, Council Member Ward Four; and Alyssa Cordell, Council Member Ward Six.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Appointment and Swearing-in of Municipal Court Judge and Assistant Municipal Court Judge
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual reappointment of Municipal Court Judge Harry White, and of Assistant Municipal Court Judge Harold J. Choate III, as required according to statute per Keith Lovell.
LEGAL:	Reviewed by Archer & Lovell.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Cartersville Municipal Court Judges Contract
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual renewal of the Municipal Court Judges' contract for providing services to Cartersville Municipal Court in 2024.
LEGAL:	Approved by Archer and Lovell

CONTRACT TO PROVIDE MUNICIPAL JUDGE SERVICES

This Contract to Provide Municipal Judge Services (hereinafter the “AGREEMENT”) is made and entered into effective as of **January 5, 2024**, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia, (hereinafter referred to as “CITY”) and HARRY B. WHITE, Attorney at Law, and HAROLD J. CHOATE, III, Attorney at Law.

WITNESSETH:

WHEREAS, the CITY desires the services of HARRY B. WHITE, as Chief Municipal Court Judge and HAROLD J. CHOATE, III, as Associate Municipal Court Judge (hereinafter collectively referred to as “**JUDGES**”) pursuant to Section 6.02(a) of the CITY Charter; and

WHEREAS, the **JUDGES** are qualified to serve as Municipal Court Judges pursuant to O.C.G.A. §36-32-1.1 and desire to serve as Chief Judge and Associate Judge, respectively, of the City of Cartersville Municipal Court; and

WHEREAS, **JUDGES** desire to serve in said capacity as independent contractors, rather than as employees of the CITY; and

WHEREAS, it is the desire of all parties hereto to establish and set forth their mutual responsibilities one to the other; and

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

- 1. **Duties.** The CITY hereby contracts with HARRY B. WHITE, to perform all functions and duties of the Chief Judge of the Municipal Court, and with Harold J. Choate, III, to perform all the functions and duties of Associate Judge of Municipal Court and to perform such other legally permissible and proper duties and function as said positions shall require. These duties shall include, but are not limited to, the following:
 - a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of *pro tem* judges, and annual reviews of the financial condition of the Municipal Court system;
 - b. Preside over civil and criminal violations in the City of Cartersville, traffic and parking cases, arraignments, trials, issue warrants, bond hearings, pretrial hearings, City of Cartersville Code violations, all other hearings, and set forth the courtroom calendar;
 - c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
 - d. Coordinate with the City Solicitor and Court Clerk to reduce or eliminate backlogs of pending cases;
 - e. Review annually, data gathered by the CITY regarding cases generated by the City of Cartersville Police Department, which are being filed in the Municipal Court;

- f. In conjunction with the City Attorney, prepare an annual report concerning Municipal Court operations and personally present that report to the Mayor and City Council, if so requested;
- g. In conjunction with the City Attorney, annually review and recommend changes to the City of Cartersville Municipal Code which relate to Municipal Court;
- h. Make recommendations to the CITY to improve the financial or other operational conditions of the Municipal Court;
- i. Appoint qualified members of the State Bar of Georgia to serve as Public Defenders for the Municipal Court pursuant to O.C.G.A. §36-32-1(f);
- j. Perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, they shall act in accordance with any published opinions of the Judicial Qualifying Committee or its successor;
- k. At all times faithfully and to the best of their ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance;
- l. In coordination with the City Attorney and the Court Clerk, approve court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law and updating such forms and procedures as necessary;
- m. In coordination with the City Attorney and the Court Clerk, provide proper training of court staff and officials subject to the **JUDGES'** direction and control regarding court procedures and the use of court forms and updating such training as necessary;
- n. Ensuring that court staff and officials subject to the **JUDGES'** direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances, and statutes;
- o. Notifying the City Attorney of additional resources necessary to ensure compliance with applicable laws and rules;
- p. Notifying the City Attorney of service provider performance deficiencies;
- q. Reviewing all reports and other communications from Probation Services and taking any actions the **JUDGES** deem necessary or appropriate;
- r. Conducting an initial hearing for any person detained in jail on a charge in Municipal Court within forty-eight (48) hours of said person being detained as scheduled in coordination with the Chief Judge;
- s. The **JUDGES** understand that court staff adhere to the same applicable personnel policies as other CITY employees. The parties agree that the **JUDGES** will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the **JUDGES'** rights and responsibilities with respect to court employees. The

JUDGES acknowledge that said employees may perform other duties for the CITY that are not in conflict with the separation of powers; and

- t. The **JUDGES** will confer with the City Manager or his/her designee, to coordinate administrative activities concerning CITY procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the CITY.
2. **Independent Contractor.** In performing the duties of Municipal Court Judge, HARRY B. WHITE and HAROLD J. CHOATE, III, shall serve as independent contractors and not as employees of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which the **JUDGES** carry out their judicial responsibilities, save and except that the **JUDGES** agree to carry out their duties in a timely, consistent, and impartial manner. If any employee or agent of the **JUDGES** is tasked to assist with the duties of the **JUDGES** under this AGREEMENT, such employee/agent shall remain solely the employee/agent of the **JUDGES** and agree to comply with Title 34, Chapter 9, and all other applicable laws as to such persons. The **JUDGES** may engage in the private practice of law; provided, however, the **JUDGES** may not appear and represent a client before the City Municipal Court. The **JUDGES** are independent from the CITY when performing judicial responsibilities and nothing contained herein shall be construed to interfere with the **JUDGES** when performing judicial duties. The *pro tem* judge, when serving in the absence of the **JUDGES**, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.
3. **Pro Tem Services.** While it is agreed that the **JUDGES** shall personally serve as the Municipal Court Judges and shall be available to fill the duties of that office generally not less than ninety percent of the time, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appoint of *pro tem* municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of *pro tem* judges so that the work for the Municipal Court will not be interrupted when the **JUDGES** must be absent from that position. Therefore:
- a. **JUDGES** shall be subject to City Council approval, and shall appoint *pro tem* judges to serve as necessitated by the circumstances. The **JUDGES** in the Order approving *pro tem* shall set their fees and expenses; and
 - b. **JUDGES** shall instruct all *pro tem* municipal judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
4. **Term.** This AGREEMENT shall commence on the date set forth on page one and shall continue until January 5, 2025. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually agreeable to both parties.

5. **Compensation.** Effective January 5, 2024, the compensation shall be as follows:
- a. The Chief Judge, HARRY B. WHITE, and the Associate Judge, HAROLD J. CHOATE, III, shall be jointly paid the total lump sum of Five Thousand and No/100 (\$5,000.00) per month;
 - b. Additionally, the **JUDGES** shall be entitled to mileage expenses at the prevailing I.R.S. standard rate for travel related to official duties;
 - c. The **JUDGES'** salary shall be set and approved through the CITY's budget process. The **JUDGES'** compensation within the adopted budget may be increased, but not decreased, during the **JUDGES'** terms of office;
 - d. The **JUDGES'** salary shall be reviewed annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of Municipal Court;
 - e. The CITY shall pay for the cost of ICJE professional judicial education classes required for judges, including registration, lodging, per diem and mileage expenses in accordance with established CITY travel policies;
 - f. As independent contractors, the **JUDGES** expressly understand and are aware that the CITY will not deduct Federal and State taxes, Social Security, or Medicare/Medicaid from compensation paid to the **JUDGES**. The CITY will issue a Form 1099 to the **JUDGES** at year and the **JUDGES** shall be solely responsible for any taxes or other deductions on compensation paid to the **JUDGES** under this AGREEMENT; and.
 - g. The **JUDGES** will not receive any benefits from the CITY, including but not limited to medical coverage, vacation pay, and retirement pay.
 - h. The Judges shall be compensated Fifty and No/100 (\$50.00) Dollars per jail visitation, warrant request, or probable cause hearing, held at the Bartow County Jail. Payment shall be made within thirty (30) days of receipt of an invoice from the **JUDGES**.
6. **Removal.** **JUDGES** may be removed from the position as Municipal Judge during the term of this Contract for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.2
7. **Court Schedule.** The Municipal Court shall convene for two (2) sessions, four (4) Mondays per month on average, excluding holidays, as provided for in Section 13.2 and 13.3 of the City of Cartersville Code of Ordinances, unless otherwise scheduled or cancelled by the Mayor and City Council or the Chief Judge. The Chief Judge shall modify the schedule as needed to avoid CITY and State holidays.
8. **Hours of Work.** It is recognized that the hours devoted by the **JUDGES** in the performance of responsibilities may vary with the caseload of the Court. The **JUDGES** shall report, when requested by the City Council, an account describing the amount of time being devoted to judicial duties.

- 9. **Dues and Subscriptions.** The Municipal Court Judges shall maintain membership in the Georgia Council of Municipal Court Judges, and all fees required for such membership shall be paid by the CITY.
- 10. **Qualifications of Judges.** The **JUDGES** shall be, and remain, attorneys admitted to practice law in the State of Georgia. The **JUDGES** must also be citizens of the United States of America and the State of Georgia. The **JUDGES** must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all judicial training requirements.
- 11. **General Provisions.** This AGREEMENT shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provision or a portion thereof contained in this AGREEMENT is held to be unconstitutional, invalid, or unenforceable, the remainder of this AGREEMENT, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from the CITY as set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this AGREEMENT, as of the date and year so listed above.

CITY OF CARTERSVILLE:

JUDGES:

By: _____
Matthew J. Santini, Mayor

Harry B. White

Attested to:
by: _____
Julia Drake, City Clerk

Harold J. Choate, III

[AFFIX CITY SEAL]

APPROVED AS TO FORM:

E. Keith Lovell, Assistant City Attorney
City of Cartersville, Georgia



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	City Manager Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	The new City Manager Agreement is presented for your review and approval. If approved, it will be effective until January 6, 2026.
LEGAL:	Prepared by Archer & Lovell

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 4th day of January, 2024, by and between the City of Cartersville, Georgia, a municipal corporation, (hereinafter called “Employer”) and Daniel T. Porta, (hereinafter called “Employee”) an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

A. This Agreement shall remain in full force and effect from the 4th day of January, 2024 until January 6, 2026 unless terminated earlier by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

B. Employer and Employee may mutually elect to continue employment under the terms of this Agreement for an additional period of time not to exceed six (6) months, while a new employment contract is being negotiated or a mutually agreed extension to allow for the hiring of a new City Manager; however, if Employee is terminated during that time period, the provisions of Section 9, paragraph A.6 as to termination shall be applicable.

Section 2: Duties and Authority

A. Employer agrees to employ Daniel T. Porta as City Manager to perform the functions and duties specified in the Charter and Code of Ordinances of the City of Cartersville, Georgia and to perform other legally permissible and proper duties and functions without interference.

B. Employee shall serve as the City Manager of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer’s charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the Employer consistent with the policies of the governing body and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee

deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of City Manager of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of City Manager to another position without the Employee's express written consent.

J. The Employee or his designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred ninety-Seven Thousand nine Hundred one and 87/100 Dollars (\$197,901.87), less all applicable withholdings, payable in installments at the same time that the other management employees of the Employer are paid.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.

C. In addition, consideration shall be given on an annual basis to an increase in compensation.

D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event,

Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Employer as provided by the Employer's policies, Charter, ordinances, or personnel rules and regulations or other practices.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for Employee's health, hospitalization, surgical, vision, dental and comprehensive medical insurance, short term disability and long-term disability, and life insurance, including for Employee's eligible dependents, at a minimum, equal to that which is provided to all other employees of the City of Cartersville.

Section 5: Vacation, Sick, and Military Leave

A. Upon commencing employment, the Employee shall be credited with his accrued sick leave hours and accrued vacation leave hours as of the 4th day of January, 2024. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, under the same rules and provisions applicable to other employees. All accrued but unused vacation and sick/personal leave of the Employee shall carry over from year to year during the term of this Agreement.

Section 6: Automobile

A. The Employee's duties require exclusive and unrestricted use of an automobile for the Employee's business and personal use to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause.

B. The Employer agrees to provide a vehicle for Employee's use. Employee shall be entitled to at no cost to use the City's fueling operation to provide fuel for the vehicle on a daily basis for normal use.

Section 7: Retirement

The Employer agrees to enroll the Employee into the City of Cartersville's Pension Plan and to make all the appropriate contributions on the Employee's behalf.

In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to fifteen (15%) percent of Employee's base salary as deferred compensation into a 401(a) or similar designated plan on the Employee's behalf, in unequal proportionate amount each pay period. Furthermore, Employer at the request of Employee may create either a mirror 457(B) or Roth or equivalent type plan, that Employee may contribute to if they deem appropriate. Furthermore, the Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, Georgia Municipal Association and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse

such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

Section 9: Termination

A. For the purpose of this Agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with the City of Cartersville Charter at a properly posted and duly authorized public meeting. Termination may be for or without cause.

2. If the Employer, citizens or legislature acts to amend any provisions of the Charter of the City of Cartersville pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

6. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

7. Upon the natural expiration of this Agreement.

8. Termination for Cause shall mean: dishonesty; theft, conviction of a crime (other than minor traffic violations) which is either a felony or a misdemeanor involving moral turpitude; unethical business conduct; gross or repeated negligence in carrying out Employee's duties. In all instances other than dishonesty, theft or conviction of a crime, written notice of the activity, negligence or violation shall be provided by Employer to Employee along with a reasonable period of time, which shall be not less than thirty (30) days, in which to correct the deficiency.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option,

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. For a minimum period of six months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance, disability and life insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA");

2. Any other available benefits.

D. If the Employee is terminated because of a felony conviction, for cause or for breach of contract, then the Employer is not obligated to pay severance under this section.

E. The termination and severance of Employee shall not restrict or jeopardize the Employee's right to pension benefits earned during employment with the City and Employee will be able to make application and draw pension benefits from City on the same basis as other general employees of the City.

F. The termination and severance of Employee shall be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is provided by ICMA and is incorporated herein by reference.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/ her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise and the Employer shall pay the Employee for all accrued and unused vacation and sick pay.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of the Employee in June subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, may include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

D. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching and, consulting opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. All other outside business activities are prohibited, unless specifically approved by a majority of the City Council.

Section 16: Education

Employee shall continue and diligently pursue continuing education opportunities, including remaining a credentialed City Manager pursuant to ICMA Guidelines.

Section 17: Indemnification

To the extent provided for under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Cartersville Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: City of Cartersville
PO Box 1390
1 North Erwin Street
Cartersville, GA 30120
- (b) EMPLOYEE: Daniel T. Porta
13 Encore Lane
Cartersville, GA 30120

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on the January 4, 2024.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council’s policies, or Employer’s ordinance or Employer’s rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council’s policies, or Employer’s ordinances, or Employer’s rules and regulations or any such permissive law during the term of this Agreement.

F. **Jurisdiction.** The parties agree that it is their intention that this Agreement and its performance, and all suits and special proceedings pursuant to this Agreement be construed in accordance with the laws of the State of Georgia and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Georgia shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

G. **Venue.** This Agreement shall be governed by the laws of the State of Georgia, and the Bartow County Superior Court shall have exclusive jurisdiction and venue of any disputes arising under this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

Executed this the ____ day of January, 2024.

NAME OF EMPLOYER:

CITY OF CARTERSVILLE,
a Municipal Corporation of the State of Georgia

By: _____
Matthew J. Santini, Mayor

Attested to by:

Julia Drake, City Clerk

Executed this the ____ day of January, 2024.

EMPLOYEE:

Daniel T. Porta

Appendix 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement (“Agreement”) is made by and between the City of Cartersville, Georgia (“Employer”) and Daniel T. Porta (“Employee”).

WHEREAS, Employer has employed Employee as its City Manager; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Employee’s employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing Employee’s separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between Employer and Employee, including without limitation, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Employer.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, Employer and Employee agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Employee’s employment _____ shall terminate on____, 20, which shall be Employee’s final date of employment.

2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Employee or Employer of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **PAYMENT AND BENEFITS.** Employee shall receive his/her regular paycheck for the pay period ending _____, 20 on or before_____, 20 . Employee shall receive on or before_____, 20 an additional payment to compensate for his accumulated leaves (vacation, sick and floating holidays) and comp time, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction of all obligations due and owing Employee, Employer shall:

a. Pay Employee an amount equal to_____() months of his current salary, subject to customary payroll deductions—to include Employee’s portion of health, dental and vision insurance premiums for__() months.

b. Continue, and pay for, Employer's current health, dental and vision insurance coverages for ____ () months, ending on _____, 20__.

[C. INCLUDE ANY OTHER CONSIDERATION, SUCH AS AGREEING NOT TO CONTEST UNEMPLOYMENT, ALLOWING THE EMPLOYEE TO PURCHASE HIS WORK LAPTOP, ETC.]

3. **SURRENDER AND VACATION OF EMPLOYER'S PROPERTY.** Upon execution of this Agreement, Employee shall deliver all Employer's property in his/her possession except those items as listed in Section 8F of City Manager Employment Agreement and further, shall vacate Employer's property.

4. **RELEASE AND WAIVER OF CLAIMS.** In consideration of the benefits to be provided to Employee pursuant to this Agreement, Employee including his heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges Employer and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Employee specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against Employer.

Employee specifically agrees to release all claims that against Employer under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Employee expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

Employer hereby irrevocably and unconditionally releases, acquits and discharges Employee from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

5. **REFERENCES AND NON-DISPARAGEMENT.** If it is necessary for Employer to provide a reference to a prospective employer, Employee agrees that he will direct the prospective employer to contact _____. Additionally, Employee and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

6. **REPRESENTATIONS AND WARRANTIES.** The undersigned parties hereby represent and warrant the following to the other:

a. Employee represents and warrants that: he/ she is legally and mentally competent to sign this Agreement; he/she is the sole owner of any claims against the Employer; he/she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and he/she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

b. Employee represents and warrants that he/she has not and will not file any complaints, charges or lawsuits against Employer or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his/her employment, except Employee expressly reserves the right to file a claim for unemployment benefits. Employee further agrees to indemnify and hold Employer harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employer, arising out of any claim concerning the separation of employment that may hereafter be made by the Employee or any other party.

c. Employer represents and warrants that it has not and will not file any complaints, charges or lawsuits against Employee with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Employee's employment with Employer or the separation of his employment from Employer. Employer further agrees to indemnify and hold the Employee harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employee, arising out of any claim arising from the separation of his employment that may hereafter be made by Employer or any other party.

d. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

e. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

f. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

g. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

h. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original but all counterparts together shall constitute one and the same instrument.

7. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Georgia, and the Bartow County Superior Court shall have exclusive jurisdiction and venue of any disputes arising under this Agreement.

8. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

9. **REVIEW & REVOCATION.** The parties acknowledge that Employee may revoke his/her acceptance and execution of this Agreement at any time within seven (7) days of the date of his/her execution of it. Any revocation shall be in writing and shall be effective upon timely receipt by the Employer's Attorney.

If the revocation is submitted by mail, the revocation must be postmarked before the expiration of the seven (7)-day revocation period, and must be sent by overnight mail or other method so that it is received at the above address no later than the next business day immediately following the expiration of the seven (7)-day period. Further, Employee represents that, before accepting and executing this Agreement, he/she was given a review period of twenty-one (21) days in which to consider it. Employee further represents that he/she: (a) took advantage of as much of this period as

required to consider this Agreement before signing it; (b) carefully read the Agreement and the Release included herein; (c) fully understands it; and (d) is entering into it voluntarily. Employee represents that Employer encouraged him/her to discuss this Agreement with an attorney of choice before signing it. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without Employee having revoked acceptance of it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

Executed this the ____ day of _____,
2020.

NAME OF EMPLOYER:
CITY OF CARTERSVILLE,
a Municipal Corporation of the State of Georgia

By: _____
Matthew J. Santini, Mayor

Attested to by:

Julia Drake, City Clerk

Executed this the ____ day of _____,
2020.

EMPLOYEE:

Daniel T. Porta



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Public Hearing – 2 nd Reading
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU23-02. 645 Henderson Dr.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Applicant requests a Special Use permit to allow automotive and truck sales or rental on the property identified as 645 (659) Henderson Dr, in Land Lot 594 of the 4th District, 3rd Section. Tax ID No. C022-0004-011. The Approximate land area is 2.85 acres.</p> <p>No outdoor storage of inventory is proposed.</p> <p><u>Staff is not opposed to the request with the following conditions:</u></p> <ol style="list-style-type: none"> 1) The special use permit is only for the applicant and for the applicant’s business. 2) No outdoor storage or display of inventory.
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU23-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Richard Wiernek**
Representative: **Same**
Property Owner: **J Botha Holdings, LLC/ Carla Botha**
Property Location: **645 Henderson Dr (659, Suite I). Tax ID C022-0004-011**
Access to the Property: **Henderson Dr.**

Site Characteristics:

Tract Size: **2.85 +/- ac.** District: **4th** Section: **3rd** LL(S): **594**
Ward:**2** Council Member: **Jayce Stepp**

LAND USE INFORMATION

Current Zoning: **O-C (Office- Commercial District)**
Proposed Zoning: **No change**
Proposed Use: **Auto Sales/ Indoor Storage (warehousing)**
Current Zoning of Adjacent Property:
North: **O-C**
South: **O-C**
East: **O-C**
West: **O-C/ G-C (General Commercial)**

The Future Development Map designates the subject property as: **Highway Commercial**

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

2. City Department Comments:

Electric: Takes no exception.

Fibercom: No comment received.

Fire: CFD has the following comments on the application request: The amount of fuel in the vehicles cannot total more than 30 gallons. This is the total of fuel in all vehicles combined, not per vehicle. If the total amount of fuel exceeds 30 gallons, the building will be considered a hazardous occupancy and will require a fire sprinkler system capable of protecting the commodities within. In speaking with the applicant this should not be an issue.

Gas: Takes no exception.

Public Works: No comment received.

Water and Sewer: The special use permit application, SU23-02, will have no effect on water service to this site.

3. Public Comments:

12/4/23: General inquiry from business owner at 683 Henderson Dr. Supports the permit if limited to applicant only.

4. Special Use Review

Richard Wiernek, applicant, is the company owner and broker for specific and unique vintages of classic and off-road vehicles. Mr. Wiernek would like to locate his business in Cartersville as he has been in or associated with the auto sales industry for most of his life. The inventory would be stored inside the warehouse at 645 Henderson Dr. (659 Building, Suite I). There would be an office at this location, but would only be used as needed for showings or business operations, typically a few hours a week.

The special use permit is required because staff approached this request as an auto sales business which does require a special use permit in the O-C zoning district. This business could also be viewed as an office-warehouse operations which is not allowed in the O-C district; however, the buildings were designed and constructed in 1986 & 1987 as office warehouses with loading docks and circular access on the rear side of the buildings. Other office-warehouse uses have been and are currently located here.

For an auto sales business in the O-C district, properties must front an arterial or major collector street only; however, this requirement is intended for traditional auto sales lots with inventory and displays that generate high traffic volumes and require a street designed to accommodate high traffic volumes. Currently, Henderson Drive is categorized as a local street with West Avenue/ Hwy 113 categorized as an Arterial street and Old Mill Road is categorized as a Major Collector street per the City’s Street Classification map and Sec. 7.5-65, Street Design Criteria of the Development Regulations.

Given the growth in Cartersville and updates to the Georgia Department of Transportation (GDOT) policy manuals and design standards, it is staff's belief that Henderson Drive does function as a Collector street bridging office and commercial uses between Arterial and Collector Streets- West Ave. and Old Mill Rd.

GDOT defines a Local road as a street that primarily provides access to land with little or no through movement and is not an arterial or connector street. See attached definitions. Updates to the City's Street Classification Map are needed.

Fire department comments regarding fuel storage should be followed for the applicant to avoid installing a fire suppression system.

5. Zoning Ordinance Findings

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

Sec. 9.5. Office Commercial

Subsec. 9.5.2. Permitted Uses

*Automotive and truck sales or rental (properties fronting an arterial or major collector street only) (SU).**

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

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

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

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

How Standard #1 has / will be met: No negative effect to traffic along Henderosn Drive is anticipated.

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

How Standard #2 has / will be met: Parking is available along the front side of the buildings.

Standard #3: Protective screening.

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

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: By appointment only. Office use as needed by applicant.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: None required or proposed. Site is developed.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Henderson Dr.

Standard #7: Compatibility with surrounding land use.

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

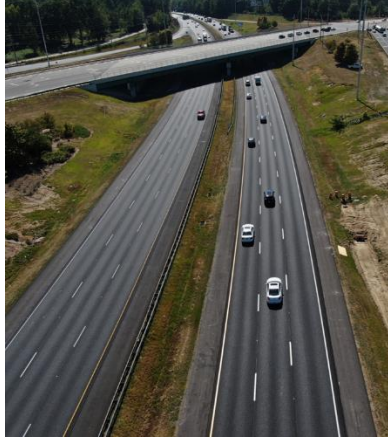
7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

N/A

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

- 1) The special use permit is only for the applicant and for the applicant's business.
- 2) No outdoor storage or display of inventory.

Design Policy Manual



11/27/2023
Revision 7.0
Atlanta, GA 30308

Bifurcate – An asymmetrical median that typically exceeds a normal median width where both directions of the roadway have independent alignments. The median area may be very wide and may contain natural vegetation and topography. Recommended for use on rural interstates and freeways.

Big Box Retailer – A large retail establishment (50,000+ sqft.) that is characteristic of a large windowless rectangular single-story building and large parking areas with few community or pedestrian amenities.

Broken Back Curves – See Curves: Broken Back

Capacity – the maximum hourly rate at which persons or vehicles reasonably can be expected to traverse a point or uniform segment of a lane or roadway during a given period under prevailing roadway, traffic, and control conditions.

Centerline – (1) For a two-lane road, the centerline is the middle of the traveled way; and for a divided road, the centerline may be the center of the median. For a divided road with independent roadways, each roadway has its own centerline. (2) The defined and surveyed line shown on the plans from which road construction is controlled.

Center Turn Lane – See Lanes: Center Turn Lane.

Central Business District – the commercial core of a city that can be typified by a concentration of commercial and retail land uses and the greatest concentration and number of pedestrians and traffic.

Central Island – See Island, Central Island

Channelizing Island – See Islands, Channelizing Island

Chevron Alignment Sign – Sign that is typically used on a roadway indicate alignment, a curve, or intersection. Chevron Alignment Signs are characterized by single or multiple reflectorized arrows.

Circulatory Roadway: The roadway around the central island on which circulating vehicles travel in a counterclockwise direction. The width of the circulatory roadway depends mainly on the number of entry lanes and the radius of vehicle paths.

Clear Zone – The area beyond the roadway edge of travel which provides an environment free of fixed objects, with stable, flattened slopes which enhance the opportunity for reducing crash severity. For further clarification on the definition of Clear Zone, refer to the current edition of the *AASHTO Roadside Design Guide*.

Cloverleaf Interchange – See Interchanges, Cloverleaf Interchange.

Collector – Functional classification for a street or highway that provides a less highly developed level of service than an arterial, at a lower speed for shorter distances by collecting traffic from local roads and connecting them with arterials.

Passing Lane –

- (1) A section of two-lane, two-directional road where sufficient clear sight distance exists to allow a safe passing maneuver to be performed.
- (2) An additional (third) lane that has been added to a two-lane roadway specifically for passing.

Turn Lane – A traffic lane within the normal surfaced width of a roadway, or an auxiliary lane adjacent to or within a median, reserved for vehicles turning left or right at an intersection.

Traffic Lane – The portion of the traveled way for the movement of a single line of vehicles in one direction.

Letting – The date GDOT opens sealed bids from prospective contractors.

Level of Service – A qualitative rating of a road's effectiveness relative to the service it renders to its users (from A-best to F-worst). LOS is measured in terms of a number of factors, such as operating speed, travel time, traffic interruptions, freedom to maneuver and pass, driving safety, comfort, and convenience.

Lighting

High Mast Roadway Lighting– Illumination of a large area by means of a group of luminaires designed to be mounted in fixed orientation at the top of a high mast, generally 80 feet or higher (AASHTO *Roadway Lighting Design Guide*, 2005).

Pedestrian Lighting – Illumination of public sidewalks for pedestrian traffic generally not within rights-of-way for vehicular traffic roadways. Included are skywalks (pedestrian overpasses), sub-walks (pedestrian tunnels), walkways giving access to park or block interiors and crossings near centers of long blocks (AASHTO *Roadway Lighting Design Guide*, 2005).

Roadway Lighting - Illumination of roadways by means of fixed luminaires in order to reduce driver conflict with other vehicles and pedestrians.

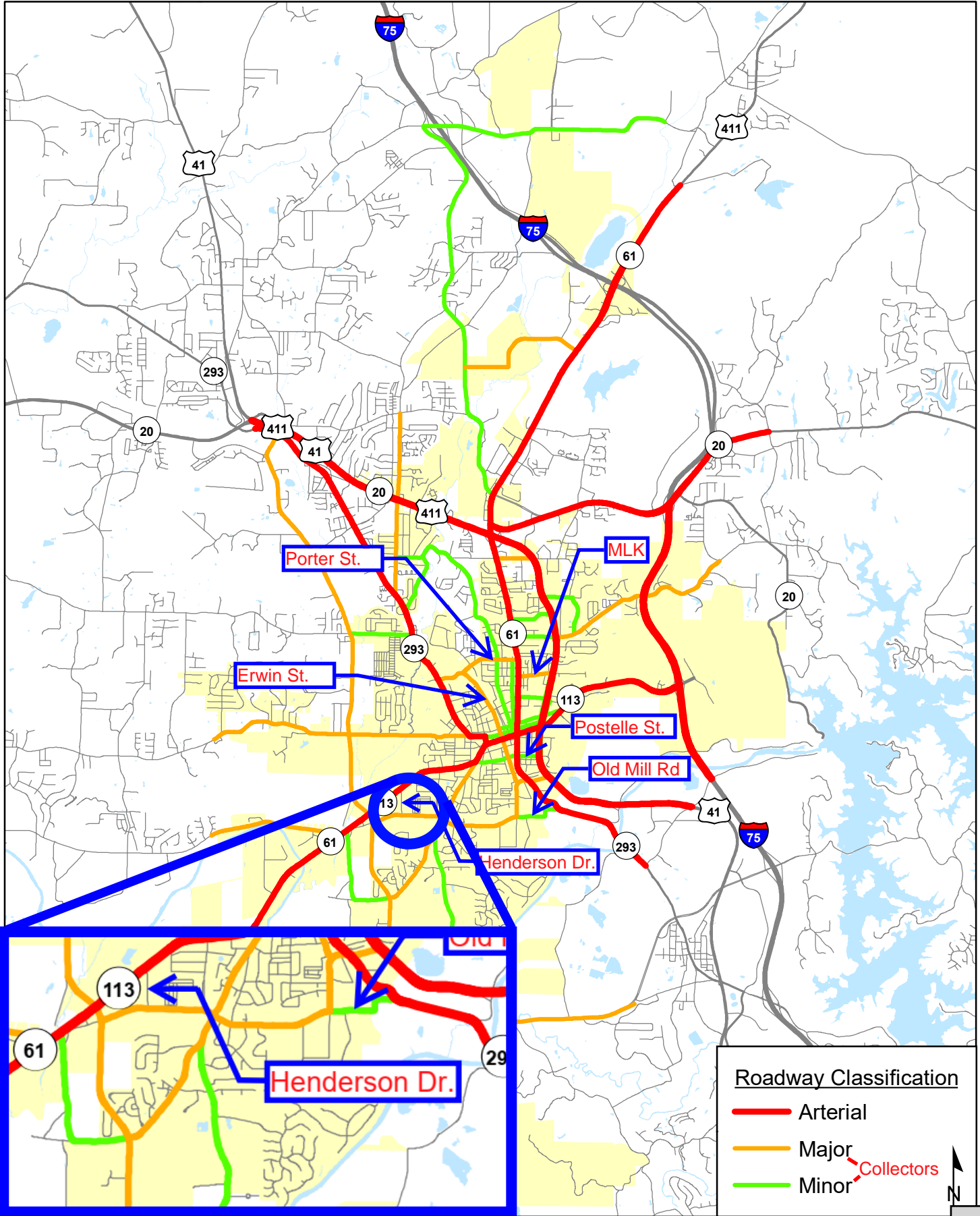
Limited Access Facility – A street or highway to which owner or occupants abutting land have little or no right of access.

Local Road – Functional classification that consists of all roads not defined as arterials or collectors; primarily provides access to land with little or no through movement.

Longitudinal Barrier – A barrier that is intended to safely redirect an errant vehicle away from a roadside or median hazard (CODOT, 2006)

Loop Detector – A traffic monitoring tool that is used to detect the presence of vehicles at an intersection to activate a traffic signal.

Cartersville Roadway Classification



Roadway Classification

- Arterial
- Major
- Minor
- Collectors

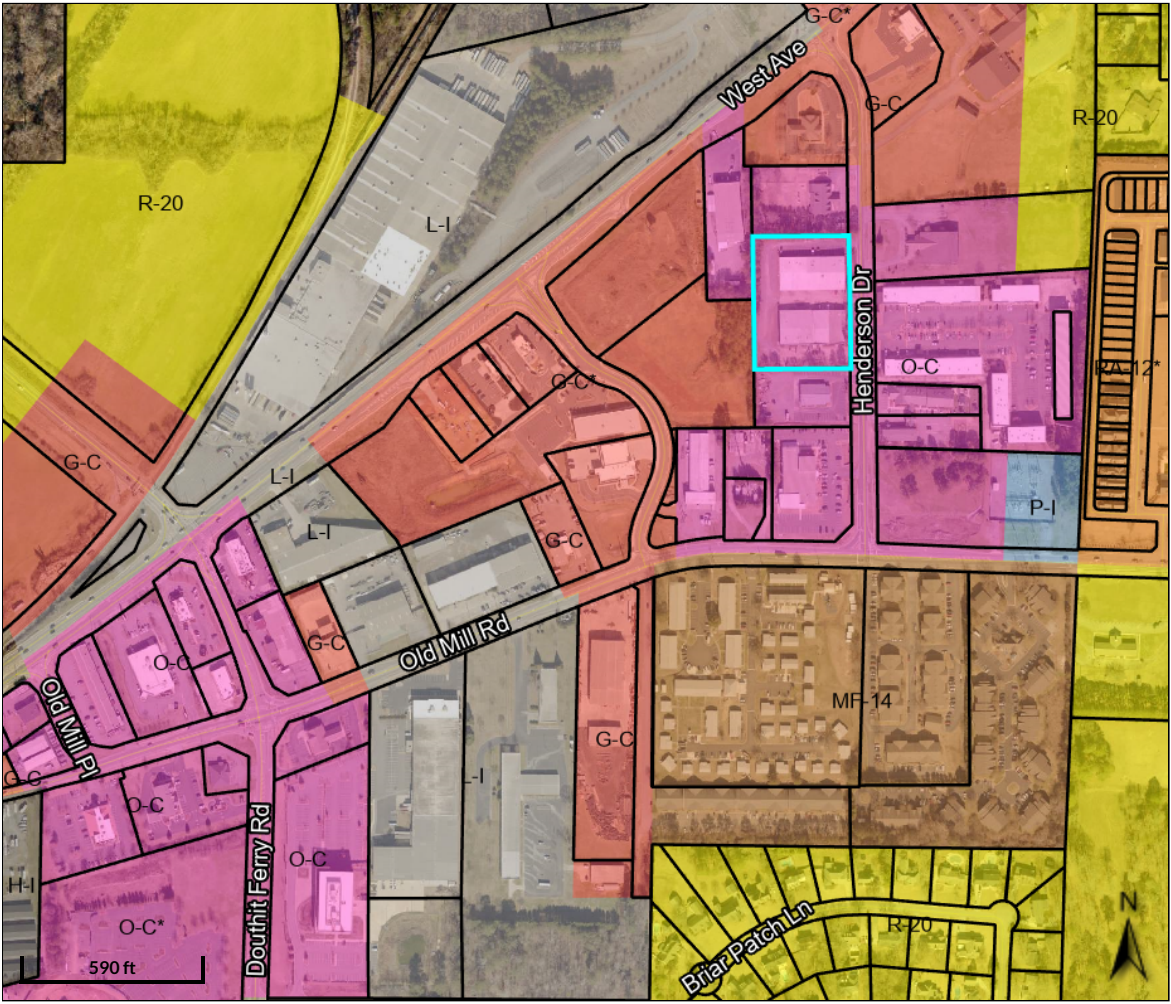


- Legend**
- Parcels
 - Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads

Parcel ID	C022-0004-011	Alternate ID	34888	Owner Address	RHODES CARY
Sec/Twp/Rng	n/a	Class	Commercial		645 HENDERSON DR
Property Address	645 HENDERSON DR	Acreage	2.85		STE 2
					CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 594 LD 4 Henderson Business Park				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 10/24/2023
 Last Data Uploaded: 10/23/2023 9:05:06 PM





Legend

- Parcels
- Roads
- Cartersville Zoning**

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

Parcel ID C022-0004-011
 Sec/Twp/Rng n/a
 Property Address 645 HENDERSON DR

Alternate ID 34888
 Class Commercial
 Acreage 2.85

Owner Address RHODES CARY
 645 HENDERSON DR
 STE 2
 CARTERSVILLE, GA 30120

District
Brief Tax Description

Cartersville
LL 594 LD 4 Henderson Business Park
(Note: Not to be used on legal documents)

Meeting: January 4, 2024 Item6.

Date created: 10/24/2023
Last Data Uploaded: 10/23/2023 9:05:06 PM

Developed by  **Schneider**
GEO SPATIAL

Application for Special Use
City of Cartersville

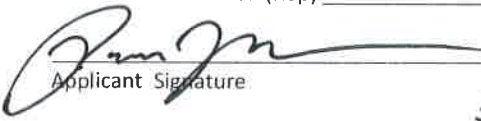


Meeting: January 4, 2024 Item 6.

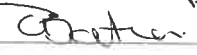

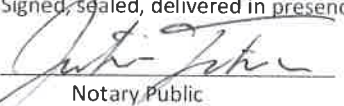
Case Number: _____

Date Received: 10-20-23

Public Hearing Dates:

Planning Commission 12/12/23 5:30pm 1st City Council 12/21 7:00pm 2nd City Council 1/4/24 7:00pm

Applicant Richard Wiernek Office Phone 404-273-6445
(printed name)
 Address 1061 Bradshaw Estates Drive Mobile/ Other Phone _____
 City Canton State GA Zip 30115 Email richard@backroadclassics.com
 Representative's printed name (if other than applicant) _____ Phone (Rep) _____
 Email (Rep) _____
 Representative Signature _____ Applicant Signature 
 Signed, sealed and delivered in presence of: _____ My commission expires: Aug 16 2025

 Notary Public 

* Titleholder CARLA BOTHA Phone 404 751 6936
(titleholder's printed name)
 Address 141 Boyd Mountain Rd Email cbotba@jbotbaholdings.com
ADAIRSVILLE GA 30103
 Signature 
 Signed, sealed, delivered in presence of: _____ My commission expires: Aug 16 2025

 Notary Public 

Present Zoning District O-C Parcel ID No. C022-0004-011
 Acreage 2.85 Land Lot(s) 594 District(s) 3rd Section(s) 4th
 Location of Property: 659 Henderson Drive Suite I Cartersville, GA 30120
(street address, nearest intersections, etc.)
 Reason for Special Use Request: Automotive and Truck Sales

(attach additional statement as necessary)

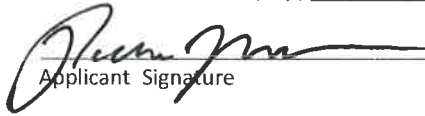
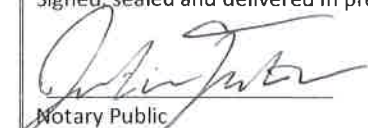

* Attach additional notarized signatures as needed on separate application pages.


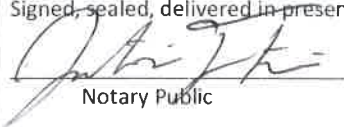
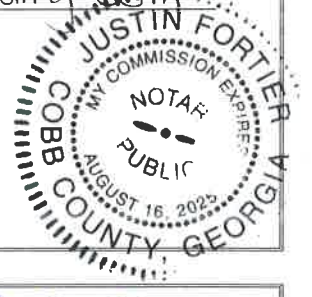
Application for Special Use
City of Cartersville

Case Number: 5 Meeting: January 4, 2024 Item 6.
Date Received: 10-28-23

Public Hearing Dates:

Planning Commission 12/12/23 5:30pm 1st City Council 12/21 7:00pm 2nd City Council 1/4/24 7:00pm

Applicant Richard Wiernick Office Phone 404-273-6445
 (printed name)
 Address 1061 Bradshaw Estates Dr. Mobile/ Other Phone _____
 City Canton State GA Zip 30115 Email richard@backroadclassics.com
 Representative's printed name (if other than applicant) _____ Phone (Rep) _____
 Email (Rep) _____
 Representative Signature _____ Applicant Signature 
 Signed, sealed and delivered in presence of: My commission expires: Aug 16, 2025
 Notary Public 

* Titleholder J Botha Holdings LLC Phone 404 751 6936
Carla Botha
 (titleholder's printed name)
 Address 659 Henderson Dr. Email chotha@jbothaholding.com
Cartersville GA 30120
 Signature 
 Signed, sealed, delivered in presence of: My commission expires: Aug 16, 2025
 Notary Public 

Present Zoning District O-C Parcel ID No. C022-0004-011
 Acreage 2.85 Land Lot(s) 594 District(s) 3rd Section(s) 4th
 Location of Property: 659 Henderson Drive Suite I Cartersville, GA 30120
 (street address, nearest intersections, etc.)
 Reason for Special Use Request: Automotive and Truck Sales

 (attach additional statement as necessary)

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

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for: Automotive and truck sales

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

How Standard #1 has / will be met:

Majority of business is conducted virtually, or by appointment-only. Not open to the public unless approved ahead of time, therefore traffic flow will be very minimal. As a specialty, classic-car broker we typically average 2-3 sales a month and do not frequently interact with our customers in person.

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

How Standard #2 has / will be met:

In accordance with Zoning Ordinance 17.6.4, the 2,000 sq. ft. unit that we intend to lease in the building offers significantly more than four parking spaces -- please see attached plat.

Standard #3: Protective screening.

How Standard #3 has / will be met:

All inventory and subsequent business is conducted inside the facility, we do not operate on an outdoor lot or present our vehicles for sale to the passing public. We do not accept "walk-in" business, therefore therefore screening our inventory and operations is paramount to our business operations.

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

How Standard #4 has / will be met:

Standard operational hours for two employees (both of whom are owner/operators): Monday-Saturday 9am-5pm
Any vendor or customer is scheduled within this timeline.

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Entire property is equipped with ample lighting, as are the entrances/exits. Lighting at front door of
and rear ramp of our leased unit is in place as well.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

There are three clearly marked entrances and exits into the business park, all of which are accessed
via Henderson Drive.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

Surrounding business/land use (including other units on the property) is a mixture of retail and commercial
businesses. As we do not plan on adding much traffic to the area, we see no potential for any disruptions to our
neighbors and surrounding community.

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

Signed,


Applicant or Representative

10/20/23
Date

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: 10/20/2023


Date Two Years Prior to Application: 10/20/2021

Date Five Years Prior to Application: 10/20/2018

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

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

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


 Signature _____ Date 10/20/23
Richard Wiemeck
 Print Name _____

BK:2023 PG:349-349
P2023000302

FILED IN OFFICE
 CLERK OF COURT
 06/25/2023 02:06 PM
 MELBA SCOGGINS, C.ER.
 SUPERIOR COURT
 BARTOW COUNTY, GA

Melba Scoggins

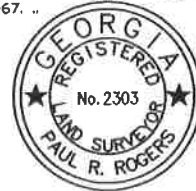
THIS SPACE RESERVED FOR
 THE CLERK OF SUPERIOR COURT

3330562076
 PARTICIPANT ID

****SURVEYOR'S CERTIFICATION****

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67. ...



Paul Rogers

PAUL R. ROGERS GA. R.L.S. 2303 DATE

CLOSURE STATEMENT

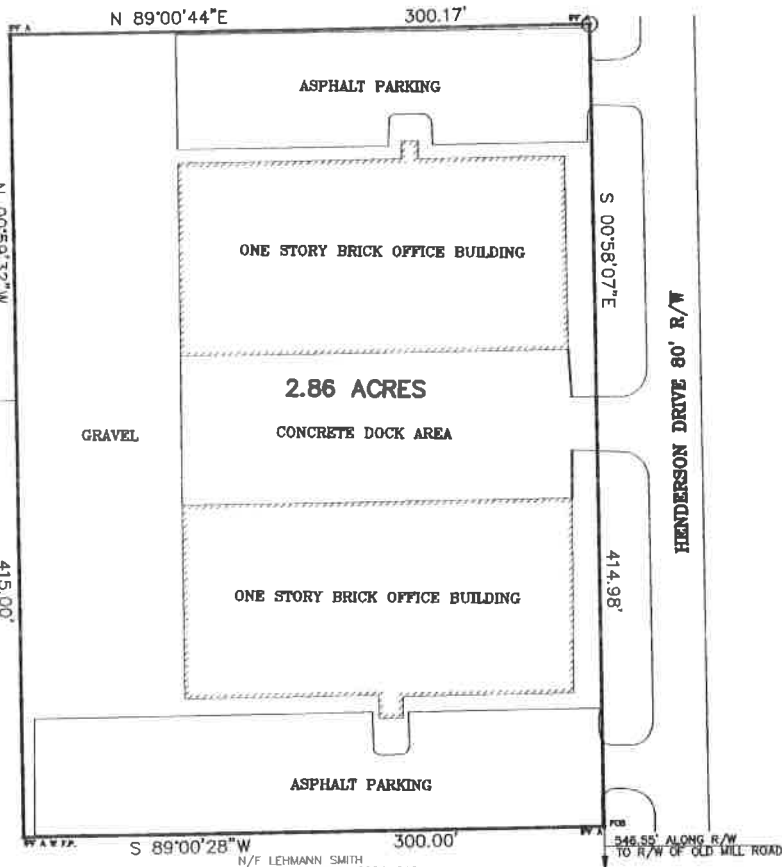
FIELD EQUIPMENT— TOPCON 5 SECOND TOTAL STATION AND ZENITH 500 RTK GPS USING TOPNET AND MAKING REDUNDANT MEASUREMENTS.
 POSITIONAL TOLERANCE— .05' HORIZONTAL
 PLAT CLOSURE 1:100,000

N/F STOREMASTER FUNDING VI LLC
 TAX PARCEL C002-0004-008
 D.B. 2709, PG. 129

N/F 824 WEST LLC
 TAX PARCEL C002-0004-013
 D.B. 2206, PG. 125

N/F EASTERN PROPERTIES LLC
 TAX PARCEL C002-0004-030
 D.B. 2888, PG. 159

N/F LEHMANN SMITH
 TAX PARCEL C002-0004-019
 D.B. 2266, PG. 925



- **LEGEND****
- IPS IRON PIN SET
 - IPF IRON PIN FOUND
 - IPF A 1/2" REBAR FOUND
 - FC FENCE CORNER
 - X- FENCE
 - LL LAND LOT
 - CL CENTERLINE
 - R/W RIGHT-OF-WAY
 - N/F NOW OR FORMERLY
 - DB DEED BOOK
 - PB PLAT BOOK
 - POB POINT OF BEGINNING
 - PP POWER POLE
 - FH FIRE HYDRANT
 - WV WATER VALVE
 - WM WATER METER



Scale 1" = 60'

RETRACEMENT SURVEY FOR
J BOTHA HOLDINGS LLC
 IN THE CITY OF CARTERSVILLE
 LOCATED IN LAND LOTS
 5 th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA
 DATE OF FIELDWORK: 6/14/2023
 DATE OF PLAT: 6/15/2023

JOB NO. 23181

RHODES ENGINEERING SERVICES, INC
CIVIL ENGINEERS AND LAND SURVEYORS
 645 HENDERSON DRIVE, SUITE 2
 CARTERSVILLE, GA 30120
 PHONE 770-386-7616 LSF- 000608

9.5.1. *O-C district scope and intent.* Regulations in this section are the O-C district regulations. The O-C district is intended to provide land areas for office and community oriented retail and service activities which compliment a transition into more intense activity areas as further described in section 3.1.18 of this chapter.

9.5.2. *Use regulations.* Within the O-C district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section shall be prohibited.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Adolescent treatment facilities.
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive and truck sales or rental (properties fronting an arterial or major collector street only) (SU).*
- Automotive specialty shops.
- Barbershops.
- Beauty salons.
- Brewpub.
- Catering, carry-out and delivery.
- Clinics (excludes veterinary clinic).
- Clubs or lodges (noncommercial) (SU).*
- Construction contractors:
 - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Special trade contractors; including, but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).

- Colleges and universities.
- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).*
- Financial establishments.
- Funeral homes (crematories may be allowed in conjunction with a funeral home with approval of a special use).*
- Group homes (SU).*
- Gymnasiums/health clubs.
- Halfway houses.
- Homeless shelters (SU).*
- Hospices.
- Hospitals.
- Hotels.
- Institutions of higher learning, business colleges, music conservatories, and similar institutions.
- Laboratories (medical and dental).
- Laundromats.
- Laundry/dry cleaning pick-up stations.
- Libraries.
- Medical offices (excludes veterinary).
- Microbreweries (SU).*
- Museums.
- Nursing home facilities.
- Offices, general.
- Office parks.
- Outdoor golf driving ranges.
- Parking garages.
- Parking lots.
- Parks, private (SU)*
- Pet grooming.

- Personal care homes (SU).*
- Places of assembly (SU).*
- Plant nurseries.
- Printing establishments.
- Public utility facilities.
- Pubs or taverns.
- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).*
- Research laboratories.
- Restaurants.
- Retail, general.
- Retail package stores (including liquor and malt beverages and/or wine sales) only in a multi-tenant shopping center development consisting of a minimum of five (5) business suites and additionally, that detached, stand alone, retail package stores shall not be permitted.
- Retirement centers (SU).*
- Reupholstery shop.
- Schools, private (SU).*
- Service stations.
- Stadiums.
- Theaters.
- Wholesale sales office.

* Special use approval required.

B. *Accessory uses.* Structures and land may be used for uses customarily incidental to any permitted use.

9.5.3. *Development standards.*

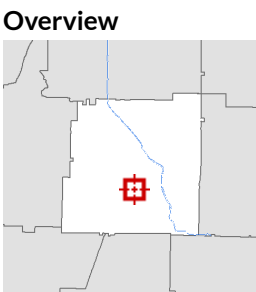
- A. *Height regulations.* Buildings shall not exceed a height of forty-five (45) feet or three and one-half (3½) stories, whichever is higher.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Ten (10) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot frontage:* One hundred ten (110) feet adjoining a street.

- F. *Minimum lot width at the building line:* One hundred ten (110) feet.
- G. *Minimum heated floor area per dwelling unit.*
- *3-bedroom:* Nine hundred (900) square feet.
 - *2-bedroom:* Seven hundred fifty (750) square feet.
 - *1-bedroom:* Six hundred (600) square feet.
 - *Studio/loft (in existing buildings):* Four hundred fifty (450) square feet.
- H. *Minimum buffer requirements.* In addition to required setbacks, a minimum twenty-foot wide buffer, five (5) feet of which can be within required setback, shall be required along all property lines which abut a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
- I. *Accessory structure requirements.* See section 4.9 of this chapter.
- J. *[Metal panel exterior.]* A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the O-C district with the exception that such materials may be used if finished with a product consisting of brick, stone, or hard-coat stucco.
- K. *[Air conditioning units and HVAC systems.]* Air conditioning units and HVAC systems shall be thoroughly screened from view from the public right-of-way and from adjacent properties by using walls, fencing, roof elements, or landscaping on multifamily and nonresidential properties.
- L. *[Gable or hip roofs.]* Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.
- M. *[Front building facade.]* The front building facade of all principal buildings shall be oriented toward street fronts or adjacent arterial street fronts.

9.5.4. *Other regulations.* The headings below contain additional, but not necessarily all, provisions applicable to the O-C district.

- City of Cartersville Landscaping Ordinance.
- City of Cartersville Sign Ordinance.

(Ord. No. 01-13, § 10, 1-3-13; Ord. No. 02-18, § 4, 1-18-18; Ord. No. 34A-18, § 4, 12-6-18; Ord. No. 28-22, § 1, 11-3-22)



Legend

- Parcels
- Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
- Roads

Parcel ID	C022-0004-011	Alternate ID	34888	Owner Address	RHODES CARY
Sec/Twp/Rng	n/a	Class	Commercial		645 HENDERSON DR
Property Address	645 HENDERSON DR	Acreage	2.85		STE 2
					CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 594 LD 4 Henderson Business Park				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 10/24/2023
 Last Data Uploaded: 10/23/2023 9:05:06 PM






Overview

Legend

- Parcels
- Structural Numbers
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
- Roads

Parcel ID	C022-0004-011	Alternate ID	34888	Owner Address	RHODES CARY
Sec/Twp/Rng	n/a	Class	Commercial		645 HENDERSON DR
Property Address	645 HENDERSON DR	Acreage	2.85		STE 2
					CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 594 LD 4 Henderson Business Park				
	(Note: Not to be used on legal documents)				

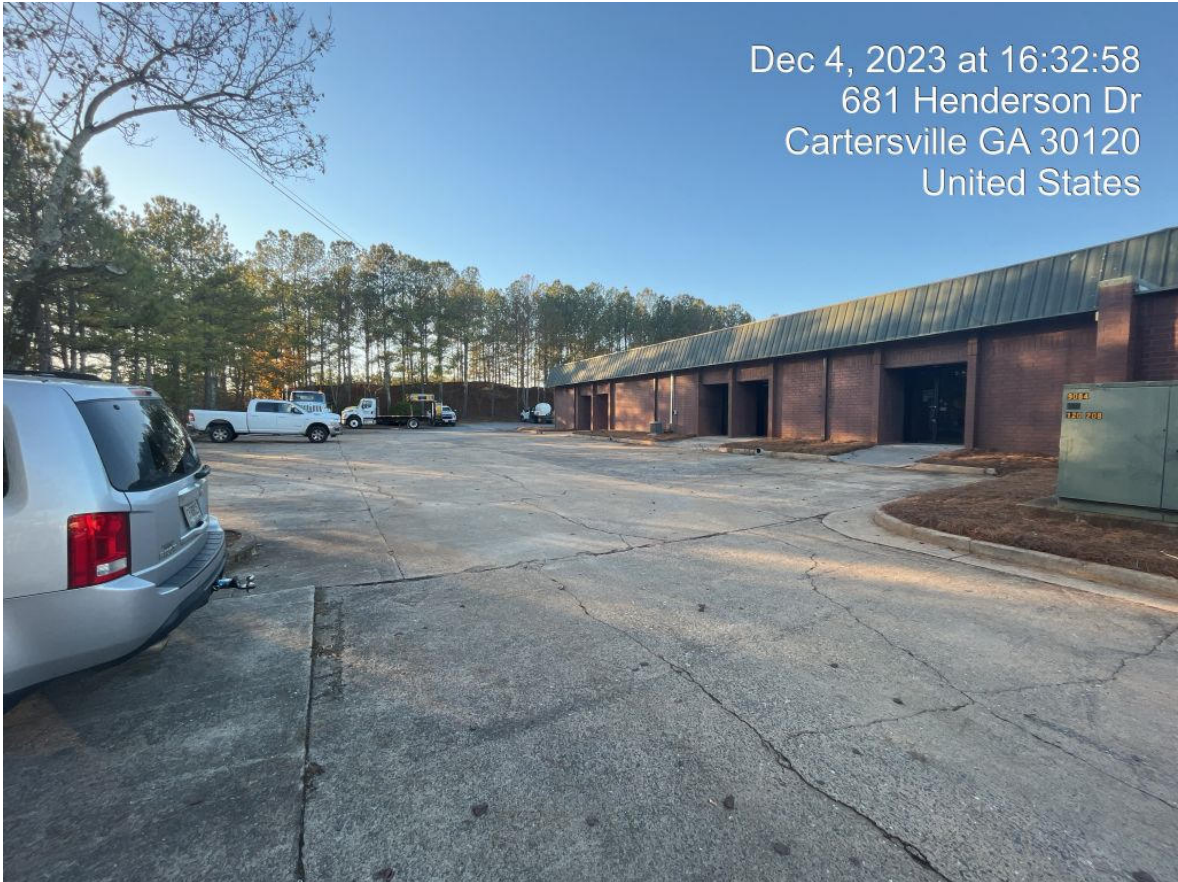
 - Applicant's space
Being leased.
A.K.A. "659" Henderson.

Date created: 10/20/2023
 Last Data Uploaded: 10/19/2023 9:03:35 PM
 Developed by 



Dec 4, 2023 at 16:32:26
659 Henderson Dr
Cartersville GA 30120
United States

Front door view of the 659 Building from the driveway entrance



Dec 4, 2023 at 16:32:58
681 Henderson Dr
Cartersville GA 30120
United States



Dec 4, 2023 at 16:33:29
681 Henderson Dr
Cartersville GA 30120
United States

Building 659 Suite I.



Dec 4, 2023 at 16:33:55
681 Henderson Dr
Cartersville GA 30120
United States

Building 659, West View

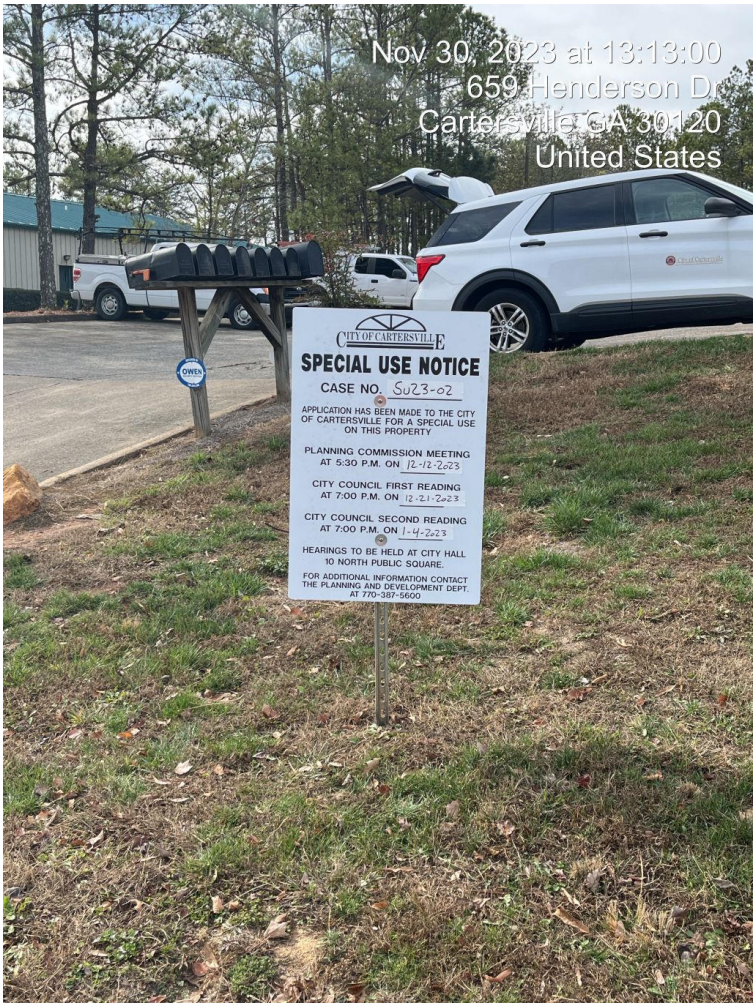
Dec 4, 2023 at 16:34:35
645 Henderson Dr
Cartersville GA 30120
United States



Building 659, View to rear side with ramped dock access to Suite I

Dec 4, 2023 at 16:34:46
645 Henderson Dr
Cartersville GA 30120
United States







CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Council Meeting Date Change
DEPARTMENT SUMMARY RECOMMENDATION:	The first Council Meeting in July conflicts with the July 4 th Holiday. Council has traditionally opted to change the meeting date. The resolution to make this change is attached.
LEGAL:	N/A

Resolution No.

WHEREAS, The Mayor and City Council have determined that it is in the best interest of the City of Cartersville and its inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 4th day of July, 2024 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 2nd day of July 2024 at 7 PM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this fourth day of January 2024.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Compact Excavator Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Sealed bids were opened for the purchase of a compact excavator on December 12, 2023, following a request for bid proposals from nine (9) excavator dealers and postings on the Georgia Procurement Registry as well as the City’s website. Out of seven (7) bid proposals received, the two low bidders did not meet the required minimum specifications. The third low bidder and the lowest bidder meeting the required minimum specifications was submitted by Rhinehart Equipment Company of Rome, Georgia in the amount of \$90,520.32. Attached is a tabulation of the bids.</p> <p>This purchase is a budgeted item and the Gas System budgeted \$80,000.00 for this item based on a price quotation dated March 15, 2023, from a local dealer for approximately \$78,647.62. Due to the current supply chain constraints and the volatile pricing of equipment in today’s economy, the low bid received is approximately 11% over the budgeted amount. Since the low bidder met the minimum required specifications for this item, the Gas System recommends the City award this bid proposal to Rhinehart Equipment Company of Rome, Georgia, and purchase this item in the amount of \$90,520.32.</p> <p>All affidavits required by O.C.G.A. §50-36-1 et. Seq. and O.C.G.A. §13-10-91 et. Seq. and DOL Rule 300-10-1-.02 have been duly executed and were provided by the low bidder with the bid proposal received.</p>
LEGAL:	N/A

Memorandum

To: City of Cartersville City Council

cc: Matt Santini, Mayor
 Dan Porta, City Manager
 Michael Dickson, Gas System Director

From: Brian Friery, Gas System Assistant Director

Date: December 22, 2023

RE: Bid Proposal Award & Purchase
 Compact Excavator

Sealed bids were opened for the purchase of a compact excavator on December 12, 2023 following a request for bid proposals from nine (9) excavator dealers and postings on the Georgia Procurement Registry as well as the City’s website. Out of seven (7) bid proposals received, the two low bidders did not meet the required minimum specifications. The third low bidder and the lowest bidder meeting the required minimum specifications was submitted by Rhinehart Equipment Company of Rome, Georgia in the amount of \$90,520.32. Attached is a tabulation of the bids.

This purchase is a budgeted item and the Gas System budgeted \$80,000.00 for this item based on a price quotation dated March 15, 2023 from a local dealer in the amount of approximately \$78,647.62. Due to the current supply chain constraints and the volatile pricing of equipment in today’s economy, the low bid received is approximately 11% over the budgeted amount. Since the low bidder met the minimum required specifications for this item, the Gas System recommends the City award this bid proposal to Rhinehart Equipment Company of Rome, Georgia and purchase this item in the amount of \$90,520.32.

All affidavits required by O.C.G.A. §50-36-1 et. Seq. and O.C.G.A. §13-10-91 et. Seq. and DOL Rule 300-10-1-.02 have been duly executed and were provided by the low bidder with the bid proposal received.

BID TABULATION

	1	2	3	4
Bid Price:	\$77,000.00	\$84,504.34	\$90,520.32	\$91,897.70
Bidder:	Central Atlanta Tractor Atlanta, Georgia	Tractor & Equipment Co. Calhoun, Georgia	Rhinehart Equipment Co. Rome, Georgia	WESTPRO JCB Atlanta, Georgia
Manufacturer & Model:	Sany SY50 ¹	Komatsu PC45 MR-5 ¹	Bobcat E60 R2-Series	JCB 55Z-1
Specifications:				
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¹ Bid did not meet the minimum required specifications.

BID TABULATION

	5	6	7	8
Bid Price:	\$94,625.39	\$95,300.00	\$105,047.00	NO BID
Bidder:	Tractor & Equipment Co. Calhoun, Georgia	Dobbs Equipment Atlanta, Georgia	Yancey Brothers Co. Calhoun, Georgia	Vermeer Southeast Marietta, Georgia
Manufacturer & Model:	John Deere 60 P	Komatsu PC45MR-5	Caterpillar 306 CA	-
Specifications:				
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¹ Bid did not meet the minimum required specifications.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Equipment Trailer Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System is requesting the purchase of an 8-ton equipment trailer. Bids were requested from three dealers, but only two were received. LUCON, INC. of Griffin, GA gave the low bid of \$10,622.50. This is a budgeted item and Council’s approval to accept this bid is recommended.
LEGAL:	N/A

City of Cartersville-Gas System
JOE FOSTER – 470 295-0962
joe.foster@bobcattuscaloosa.com
Rhinehart Equipment
Trailer Specifications and Bid Price

BETTER BUILT TRAILER

DECK LENGTH: 18'

WIDTH: 82" INSIDE THE FENDERS.

TONGUE: 5' 6" CHANNEL @ 10.5# W/ LOCKING TOOL BOX

MAINFRAME: 7"x 4" x 3/8" ANGLE

CROSSMEMBERS: 3" CHANNEL ON 16" CENTERS.

FLOORING: OAK

COUPLER: 2-BOLT ADJUSTABLE PINTLE

JACK: 12,000 LB. DROP FOOT BOLTED ON

AXLES: (2) 8K (8,000 lb. CAP. EA.)

BRAKE: ELECTRIC 12 1/4" x 3 3/8"

TIRES: (4) 215/75R/17.5/16PLY

WHEELS: (4) 17.5 8 LUG

RAMPS 4" CHANNEL 5' ANGLE CLIMBER SPRING
ASSIST TAPER DOWN TO 2"

FENDERS: TREAD PLATE

LIGHTS & WIRE: LED/ SEALED WIRING HARNESS/
BREAK A WAY KIT W/ CHARGER/ALL DOT APPROVED.

INCLUDES: (3EA.) 5/8" D-RINGS PER SIDE/ 5 1/2" LIP AROUND

PERIMETER/22" LOADED DECK HEIGHT

PAINT: (2) COATS PRIMED: (2) COATS PAINT

STANDARD WEIGHTS: GROSS: 18,500 LBS.

AXLE: 8,000 LBS.

EMPTY: 3,500 LBS.

QUOTE \$11350.00 PLUS FREIGHT \$350 = \$11,700.00

Optional Spare Tire and Mount Add \$335.00

Delivery 6 weeks ARO

LUCON, INC.

480 AERODROME WAY
 GRIFFIN, GA 30224

Phone: 770-233-1331
 Fax: 770-233-1335
 Mobile: 770-335-0232
 E-mail: DTRAILERMAN@AOL.COM

ORDER DATE 11/29/2023
 PO #
 TERMS NET 30
 EST. DELIVERY **8-10 WEEKS**
 FOB FACTORY
 SALESMAN HUTCH
 Janie Evans

SOLD TO:
CUSTOMER CITY OF CARTERSVILLE NGS
ADDRESS 155 OLD MILL RD.
CITY, STATE CARTERSVILLE, GA
ZIP 30120
PHONE 770-387-5642
FAX 770-387-5638
CONTACT MICHAEL DICKSON

SHIPPED TO:
CUSTOMER
ADDRESS
CITY, STATE
ZIP
PHONE
FAX
CONTACT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	MODEL# 8T182BW	\$10,372.50	\$10,372.50

8 TON HEAVY DUTY EQUIPMENT TRAILER

GVWR = 18,500#
 18' FLAT DECK
 60" TONGUE LENGTH
 102" OVERALL WIDTH
 CLEAR WIDTH BETWEEN FENDERS 80"
 22" LOADED DECK HEIGHT
 DEXTER 8,000# AXLES
 DEXTER SLIPPER SPRING SUSPENSION
 ELECTRIC BRAKES
 215/75R 17.5" 16-PLY RADIAL TIRES
 SEALED WIRING HARNESS
 LED LIGHTING
 BOLT ON 12,000# DROP LEG JACK
 ANGLE FRAME DESIGN
 3" ANGLE LIP AROUND PERIMETER
 3" CHANNEL CROSSMEMBERS @ 4.1 #/FT
 (3)D-RINGS PER SIDE
 BREAKAWAY TRICKLE CHARGER
 60" ANGLE CLIMBER RAMPS w/ TAPER
 BOLT ON HOLD UP - RAMPS
 OAK DECKING
 1 LOCKING TOOL STORAGE IN TONGUE
 PINTLE HITCH
 PAINT: GLOSS BLACK

\$250.00 \$250.00

CARRYING BOBCAT E60 EXCAVATOR

SUBTOTAL \$10,622.50
TAX N/A
FET N/A
FREIGHT FOB GA
TOTAL **\$10,622.50**



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	300kVA Transformer purchases
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department needs to purchase (2)-300kVA Transformers. One is for stock and the other is needed to serve an existing customer that is doing an expansion and electrical service upgrade. We received three bids and deemed the bid from Gresco to be the best bid based on price and delivery time. We are requesting authorization to purchase the two units from Gresco for a total of \$45,170.00. This is a budgeted expense.
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

(1) Camaster + (1) Spare

12470Y/7200 or DV

(2x) 300kVA 120/208

Nov.-Dec. 2023

	VENDOR	BRAND	LEAD TIME IN WEEKS	UNIT PRICE (per unit)	NL	LL	TOTAL OWNERSHIP COST	COND
1	Emerald			\$ -			\$ -	*
2	Solomon	Solomon	45-46	\$ 31,141.00			\$ 31,141.00	Rewound DV
3	UTB	UTB	28-30	\$ 24,100.00			\$ 24,100.00	Recon. 12kV
4	JCLEnergy	JCL	n/a	\$ -			\$ -	No Bid
5	Gresco	Ermco	~26	\$ 22,585.00			\$ 22,585.00	New DV
6	Wesco			\$ -			\$ -	*
7	Irby	GE Prolec	n/a	\$ -			\$ -	No Bid
8				\$ -			\$ -	
9				\$ -			\$ -	
10				\$ -			\$ -	

* RFQ sent, quote not yet received or No Response



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	New Recruit Class Uniform Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval to purchase uniforms for the recruitment class that will begin in February. These uniforms are constructed of Nomex and are compliant with NFPA firefighter safety standards. This will be for a total of 82 pieces which is three uniforms per firefighter. The total cost of this uniform order will be \$12,180.00. This is a budgeted item. The uniforms came in at \$10.00 per uniform higher than budgeted but will be accounted for with an adjustment in other purchases from this category. We respectfully request authorization for this order from NAFCO in the amount of \$12,180.00.
LEGAL:	N/A



NAFECO UNIFORM SOLUTIONS
715 PARK NORTH BOULEVARD
CLARKSTON, GEORGIA 30021
770-248-0049 FAX 770-248-0334

QUOTE _____

Quote .

Customer Information

Name City of Cartersville Fire Department
 Address 195 Cassville Road
 City Cartersville Ga 30120
 Attn: Captain Daniell

Date 12/18/2023
 Order No. _____
 Expires _____
 FOB _____

Item	Item Number	Description	Unit Price	Quantity	Total
	FP52NV	Workrite men's nomex pants in navy	\$145.00	42	\$6,090.00
		All Sizes:			\$0.00
	FSC2NV	Workrite men's short sleeve nomex shirt	\$145.00	42	\$6,090.00
		in navy – All Sizes:			\$0.00
					\$0.00
		Nomex shirts and pants - 3 short sleeve			\$0.00
		Left Sleeve – sew on Department patch and C			\$0.00
		Right Sleeve – Sew on reverse American Flag			\$0.00
		Left Chest – Sew on silver name department b			\$0.00
		Right Chest – Sew on sliver name tapes			\$0.00
					\$0.00
		Names and Sizes listed below:			\$0.00
		Josh Davis – pants – 34x32 and shirts – 44			\$0.00
		Ryan Cloer – pants – 33x34 and shirts – 42			\$0.00
		Diego Gonzalez – Pants – 38x32 and Shirts –			\$0.00
		Michael Englert – Pants 36x32 and shirts – 46			\$0.00
		Logan Gable – Pants 34x35 and shirts – 46			\$0.00
		Daniel Hankins – Pants 38x30 and shirts – 50			\$0.00
		Jeremy Huskins – Pants 38x34 and shirts – 50			\$0.00
		Bryson Marcos - Pants – 34x33 and shirts – 4			\$0.00
		Carson Murray – Pants – 33x34 and shirts – 4			\$0.00
		Brett Rampley – Pants – 36x30 and shirts 46			\$0.00
		Alex Gonzaga – Pants – 32x30 and shirts – 40			\$0.00
		Trace Still – Pants – 36x32 and shirts – 46			\$0.00
		Chandler Wise – Pants – 32x36 and shirts – 4			\$0.00
		Jose Del Real – Pants – 38x32 and shirts - 50			\$0.00
					\$0.00
					\$0.00

If you have any questions concerning
this quote please call 1-800-628-6233.

Shipping
Tax
Other

Quote Total

\$12,180.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Purchase of Power DMS
DEPARTMENT SUMMARY RECOMMENDATION:	The Police Department is requesting approval to pay \$10,602.05 for the subscription for Power DMS, a database that is used to organize training, state certification, field training, and CALEA files. This is a budgeted item and be paid for using federal asset forfeiture funds. The E-save and E-Verify documents are on file.
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 : December 28, 2023
Ref : Payment of subscription for Power DMS.

I am requesting approval to pay the subscription for Power DMS (\$10,602.05) which is a database that is used to organize our training, state certification, field training, and CALEA files. This is a budgeted item and be paid for utilizing federal asset forfeiture funds and the e-save and e-verify documents are on file.



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Contract Records **Order Details**

Account Number:	A-215356	Order #:	Q-199752
Customer:	Cartersville Police Department (GA)	Valid Until:	3/1/2024
Employee Count:	69		
Sales Rep:	Salesforce Administrator		

Customer Contact

Billing Contact:	Cartersville Police Department (GA) Cartersville Accounts Payable P.O. Box 1390	Shipping Contact :	Cartersville Police Department (GA) Cartersville Accounts Payable 195 Cassville Rd
Billing Address:	Cartersville, GA 30120	Shipping Address:	Cartersville, GA 30120
Billing Contact Email:	ap@cityofcartersville.org	Shipping Contact Email:	ap@cityofcartersville.org
Billing Phone:	(770) 607-6226	Shipping Phone:	(770) 607-6226

Payment Terms

Payment Term:	Net 60	Notes:	60-69 user tier
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PO Number:

Subscription Service

March 2024

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	3/1/2024	2/28/2025	69	\$8,373.61
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
PowerTraining	Recurring	3/1/2024	2/28/2025	69	\$1,078.44
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.					
PowerStandards for GLECP	Recurring	3/1/2024	2/28/2025	1	\$1,150.00
Attach proofs to show compliance with GACP Certification Standard, assign assessment tasks, track revisions, and status-based grading.					
GACP Manual (GA LE)	Recurring	3/1/2024	2/28/2025	1	\$0.00
View Standards Manual electronically.					
March 2024 TOTAL:					\$10,602.05

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEO GOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Handwritten signature: C. Police
JAN 11 2024



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Accepted and Agreed By Authorized Representative of:
Cartersville Police Department (GA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

APPROVED POLICE DEPT	DATE APPROVED
	DEPT HEAD
	CITY MGR
CHARGE ACCOUNT(S)	AMOUNT
100 - 2100 <i>EL-2330</i>	
100 - 2100 - -	
<i>FTO + policy</i>	
TOTAL	\$10,602.05



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 4, 2024																														
SUBCATEGORY:	Bid Award/Purchases																														
DEPARTMENT NAME:	Administration																														
AGENDA ITEM TITLE:	Invoices for Property and Casualty Insurance Claims																														
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Over the past four months the city has had a few personnel involved in vehicle accidents or an officer involved shooting where city vehicles were damaged and needed vehicle repairs. Also, one of our leaf trucks caught fire and needs to be repaired. In addition, a sewer backup caused damage to someone’s property and the city is liable for these repairs. The estimated repair costs and city’s actual cost after deductible are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 15%;">Accident Date</th> <th style="width: 15%;">Department</th> <th style="width: 15%;">Vehicle</th> <th style="width: 20%;">Estimated Total</th> <th style="width: 35%;">City’s Deductible</th> </tr> </thead> <tbody> <tr> <td>09-21-2023</td> <td>Fire</td> <td>Expedition</td> <td>\$11,189.64</td> <td>\$1,000</td> </tr> <tr> <td>10-16-2023</td> <td>Water & Sewer</td> <td>Explorer</td> <td>\$11,478.44</td> <td>\$1,000</td> </tr> <tr> <td>11-02-2023</td> <td>Police</td> <td>Police Cruiser</td> <td>\$12,015.40</td> <td>\$1,000</td> </tr> <tr> <td>11-17-2023</td> <td>Solid Waste</td> <td>Leaf Truck</td> <td>\$10k to \$13,000</td> <td>\$0</td> </tr> <tr> <td>11-21-2023</td> <td>Water & Sewer</td> <td>Personal Property</td> <td>\$35k to \$40,000</td> <td>\$25,000</td> </tr> </tbody> </table> <p>I recommend approval to repair these vehicles and payment of the loss in personal property.</p>	Accident Date	Department	Vehicle	Estimated Total	City’s Deductible	09-21-2023	Fire	Expedition	\$11,189.64	\$1,000	10-16-2023	Water & Sewer	Explorer	\$11,478.44	\$1,000	11-02-2023	Police	Police Cruiser	\$12,015.40	\$1,000	11-17-2023	Solid Waste	Leaf Truck	\$10k to \$13,000	\$0	11-21-2023	Water & Sewer	Personal Property	\$35k to \$40,000	\$25,000
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LEGAL:	NA																														