



CARTERSVILLE
CITY COUNCIL MEETING
Council Chambers, Third Floor of City Hall
Thursday, February 02, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. January 19, 2023 Council Meeting Minutes

APPOINTMENTS

2. Appointment of Board Members
3. Convention and Visitors Bureau Board

RESOLUTIONS

4. Updated Joint Bartow County Comprehensive Plan

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

5. T23-01. City of Cartersville

SECOND READING OF ORDINANCES

6. Downtown Entertainment Zone Ordinance – Pub Crawl Cups

- [7.](#) Downtown Entertainment Zone Ordinance – Service Times
- [8.](#) Downtown Entertainment Zone Ordinance – Map Expansion

FIRST READING OF ORDINANCES

- [9.](#) Schedule of Charges Update

CONTRACTS/AGREEMENTS

- [10.](#) Amendment to Intergovernmental Agreement for Cartersville Farmers Market
- [11.](#) Sublease Renewal for the Welcome Center
- [12.](#) Updated Architectural and Engineering Services Costs
- [13.](#) Guaranteed Maximum Price (GMP) from Reeves Young

BID AWARD/PURCHASES

- [14.](#) Pension Fund Investment Advisor Quarterly Invoice
- [15.](#) Everbridge Annual Costs
- [16.](#) Water Meters for Stock
- [17.](#) Duo MFA Support Renewal
- [18.](#) Fiber Pathway Installation
- [19.](#) Purchase of Power DMS

GRANT APPLICATION/ACCEPTANCE

- [20.](#) FY 2023 GEMA Homeland Security Grant Program Funding

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:	February 2, 2023
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	January 19, 2023 Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Meeting Minutes from January 19, 2023, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
January 19, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:04 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:35 P.M.

OPENING MEETING

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Matthew Santini, Mayor presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Freddy Morgan, Assistant City Manager; Julia Drake, City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Taff Wren, Council Member Ward Six

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. January 5, 2023, Council Meeting Minutes

Council Member Stepp made a motion to approve the January 5, 2023, Meeting Minutes. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 5-0

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

2. T23-01. City of Cartersville

Randy Mannino, Planning and Development Director, stated this is a text amendment to Chapter 26 , Zoning, Article XIV, Business Park Overlay District, to increase the height of allowed buildings from 50ft to 75ft. and to correct a conflict in the language for required parking lot landscape islands. Planning Commission recommended approval 5-0.

Public hearing opened and with no one to come forward to speak for or against the request, the public hearing was closed.

This is a first reading and will be voted on at the February 2, 2023 City Council meeting.

RESOLUTIONS

3. Annual Update of CIE and CWP

Mr. Mannino stated Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January 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 because we collect said impact fees and/or have an adopted impact fee ordinance.

As you are aware, we held the required public hearing for the updated information on December 1, 2022, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to formally adopt it.

Council Member Fox made a motion to approve the Annual Update of CIE and CWP. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

Resolution No. 01-23

ADOPTION RESOLUTION

Capital Improvements Element

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

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

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

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herein as Exhibit "A" as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, the 19th of January, 2023.



Mayor, City of Cartersville, Georgia



ATTEST:


City Clerk, Julia Drake

FIRST READING OF ORDINANCES

4. Downtown Entertainment Zone Ordinance – Pub Crawl Cups

Lillie Read, Downtown Development Authority Executive Director, stated the DDA is requesting a change to the DEZ Ordinance to include the use of authorized Pub Crawl cups within the district during the events dates only.

Alcohol Control Board approved the use of authorized Pub Crawl cups within the district during the events dates only. Vote 4-0.

DDA Board and staff recommend approval.

This is a first reading and will be voted on at the February 2, 2023, City Council Meeting.

5. Downtown Entertainment Zone – Service Times

Ms. Read stated the DDA is requesting a change to the DEZ Ordinance to expand the service times of the DEZ to Monday-Saturday during 11:00 am – 10:00pm, excluding Sunday.

Alcohol Control Board denied the expansion of the service times of the DEZ to Monday - Saturday during regular service hours, excluding Sunday. Vote 4-0.

This is a first reading and will be voted on at the February 2, 2023, City Council Meeting.

6. Downtown Entertainment Zone Ordinance – Map Expansion

Ms. Read stated The DDA is requesting a change to the DEZ Ordinance to expand the map west on Main Street to Noble Street and to expand the map east on Cherokee Avenue to Stonewall Street.

Alcohol Control Board denied the request to expand the map west on Main Street to Noble Street and to expand the map east on Cherokee Avenue to Stonewall Street. Vote 2-2.

This is a first reading and will be voted on at the February 2, 2023, City Council Meeting.

Council Member Fox asked to hear from the business owners that were in attendance their input on the proposals.

Jayson and Buddy Frederick, 39 S Public Sq., owners of Southern Cove, stated that they are in favor of the extended hours.

Nick Philliber, owner of Mule House Pizza, stated he is favor of the expansion of the map as it would include his new business.

CONTRACTS/AGREEMENTS

7. Amendment to the Solar Power Purchase Contract

Derek Hampton, Electric Department Director, stated the most significant of the changes would be an increase in power cost of 12%, and a reduction in the term from 20 to 15 years.

Also added is an option for MEAG to purchase the solar facility at the end of the 15-year term. Approval was recommended to amend the contract.

Council Member Hodge made a motion to approve the Amendment to the Solar Power Purchase Contract. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

8. Amendment to Tennessee Street Lease

Dan Porta, City Manager, stated the current agreement with the tenant located at 640 N. Tennessee Street property expires at the end of January. It was recommended to amend the lease agreement to extend the term until July 31, 2023, with a monthly rent of \$900.

Council Member Roth made a motion to approve the Amendment to Tennessee Street Lease. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

9. Matthews Garage Repair Invoice

Mr. Porta stated in late September, a city Electric Department vehicle was involved in an accident and the repair costs totaled \$8,236.82 from Matthews Garage. The city’s insurance company, Travelers, has reimbursed the city for the damages less \$1,000 deductible. This is a budgeted expense. Approval was recommended to pay Matthews Garage for the repair of this vehicle.

Council Member Fox made a motion to approve the Matthews Garage Repair Invoice. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

10. Municode/Civic Plus Annual Costs

Logan Bagley, Public Relations and Communications Manager, stated the Municode/Civic Plus invoice for the second installment cost of the city’s website and the annual hosting cost totals \$8,700.00. This budgeted purchase is recommended to Council for payment.

Council Member Roth made a motion to approve the Municode/Civic Plus annual Costs. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

11. Lenco Bearcat

Frank McCann, Police Chief, stated in February 2022, he applied for a Homeland Security grant to purchase a Lenco BearCat armored vehicle and in November 2022 the grant was denied. This item was budgeted for that vehicle in this fiscal year to be paid for by the grant or the general fund. Since the grant was denied, the request being brought to Mayor and Council is to purchase the vehicle through the general fund. The cost of the vehicle is \$294,159.00 and request an amount of, not to exceed, \$320,000.00 for the other equipment needed.

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

Council Member Hodge made a motion to add an item to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

12. PSHQ HVAC Repair

Scott Carter, Fire Chief, stated During the extreme cold weather in late December, a portion of the Heating and Air system at Public Safety Headquarters was damaged when the hot and cold-water coils that feed the system froze. We have created a temporary work around to keep the system running, but the damaged coils must be replaced. The required parts have been located and the total cost of this repair will be \$34,879.00. Authorization was requested to make these repairs with Maxair Mechanical.

This is not a budgeted repair. This will be paid for from insurance reimbursement or general HVAC repair funds that will be split between FD and PD accounts.

Council Member Hodge made a motion to approve the PSHQ HVAC Repair. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

13. New Fire Truck Purchase

Mr. Carter stated current build time for fire trucks is 35–37 months with another price increase on February 1, 2023. In April 2022, we ordered replacement trucks for Station 4 and build time was 24 months. In addition, our manufacturer had several price increases. These price increases are due to multiple supply chain issues. The planned replacement date for Engines 1 and 3 is 2025. If we order in 2023, these trucks would be delivered in 2026. In addition, we must consider the Station 5 fire truck placement. A proposal is attached that covers both issues.

After multi-vehicle discounts and discounts received from our purchasing consortium, the cost of these trucks will be \$775,244 each or a total of \$1,550,488. This is a \$111,932 or 16% increase per truck since April 2022. With the next increase in February, this would add just over \$31,000 or 2% to the order.

If Mayor and Council will consider ordering three trucks to include the Apparatus for Station 5, the cost per truck will be \$3,000 lower due to an extra quantity order and will avoid this price increase plus others. The total cost for all three will be \$2,316,732. After February 1, the cost will be \$2,363,247, which is an increase of \$46,515.

Pierce is a single source due to maintaining integrity of our fleet for uniform operation and maintenance. All competitive bid processes are conducted through our NPPGov consortium. Funding will occur through future lease pool options.

- Option A: Order two trucks at a total cost of \$1,550,488.
- Option B: Order three trucks at a total of \$2,316,732.

Council Member Fox made a motion to approve the New Fire Truck Purchase with the decision to purchase three (3) trucks – Option B. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEM

14. Ante Litem Notice

Keith Lovell, Assistant City Attorney, stated the city had received an ante litem notice for an accident that involved a County vehicle and County employee, to which does not involve the City of Cartersville. The recommendation was to deny the ante litem notice.

Council Member Fox made a motion to deny the ante litem notice. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

RESOLUTION NO. 02-23

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

WHEREAS, on or about January 18, 2023, the City of Cartersville received an ante-litem notice dated January 17, 2023, from Payne & Du Toit, concerning Stephen Kesner, Jr.'s alleged claims against the City relating to an incident which occurred on or about July 20, 2022.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council that the City of Cartersville denies the Ante Litem Notice claim submitted as referenced above, based on the information currently available to it, and directs the City Attorney's Office to inform Payne & Du Toit of said denial.

BE IT AND IT IS HEREBY RESOLVED this 19th day of January, 2023.

Matthew J. Santini

Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:
Julia Drake

Julia Drake, City Clerk
City of Cartersville, Georgia



MONTHLY FINANCIAL STATEMENT

15. November 2022 Financial Report

Tom Rhinehart, Finance Director, went over the financial report for November 2022 and compared the numbers to November 2021.

Dan Porta stated that there is one more item to add. Council Member Hodge made a motion to add one more item to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEM

16. Qualified Staffing Agency

Mr. Porta stated that approval was recommended to use Qualified Staffing Agency to hire some part time help.

Council Member Fox made a motion to approve the use of Qualified Staffing Agency. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

ADJOURNMENT

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

Meeting Adjourned at 7:30 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Appointment of Board Members
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The DDA Board would like to recommend the following candidates for appointment to the board beginning in February.</p> <p>Jayson Fredrick (replacing Jennifer Smith) term ending 2/18/2027.</p> <p>Lara Jeanneret (replacing Carson McCrary) term ending 2/18/2027.</p>
LEGAL:	N/A



Downtown Development Authority (DDA) Board Member Application

Thank you for your interest in serving on the Board of Directors for Cartersville Downtown Development Authority (DDA) and Main Street Program. Please take the time to read this application thoroughly, as it has important information for you to consider before applying.

Being a board member is a wonderful way to serve your community. It is not an easy job, but the work is definitely important, interesting, and fulfilling. If you are selected to serve on the board, it is expected that you will attend one monthly board meeting (typically, 90 minutes), as well as dedicate 10-15 hours per month for conducting DDA business, which includes serving as an active member on at least one task force committee.

Board members should be prepared to attend at least 25% of all DDA sponsored events, and any other efforts or meetings regarding downtown as needed. Within their first year board members must also commit to completing 8-hours of State mandated training on Downtown Development Authorities. All approved or mandated travel, training, and education expenses will be covered at no cost to the individual board member.

Board members should have a somewhat flexible work schedule, as most DDA meetings and trainings occur during normal business hours. Every effort will be made to alleviate inconveniences to the extent possible but, as a working board, most business (outside of special events) does occur during work hours.

If you are unable to devote the necessary time, energy, and enthusiasm to the responsibilities of the position, please do not apply for board membership. If you are unable to commit to Board service at this time, there are still *many other ways* in which you can contribute towards the success of downtown. The DDA coordinates numerous special projects and committee activities, all of which are driven by citizen involvement.

The powers of the Downtown Development Authority were established by special State legislation. The DDA is an independent authority established for the purpose of planning, organizing, and financing projects that will revitalize and redevelop Cartersville's downtown business district. According to Georgia's State Law, a Director on the Board of the DDA must meet the following criteria:

- 1) You must be a taxpayer residing in the city limits of Cartersville, *or*
- 2) You must be a taxpayer residing in Bartow, or a neighboring county, *and* an owner/operator of a business located within the downtown district.

If you do not meet these criteria, state law will not allow you to be a member of the DDA board. Failure to uphold the responsibilities of the position may result in an administrative review and/or recommendation for removal from the board.

Program Overview:

The DDA’s revitalization strategies are modeled after the national Main Street Program’s Four Point Approach. Downtown Cartersville is a certified Main Street Community and the DDA administers this program on behalf of the city.

The DDA itself is composed of a seven (7) member Board of Directors, one (1) full time manager, and two (2) part time program assistants. Board members are appointed by the Cartersville City Council, to serve as advocates and advisors on issues related to economic growth and development in downtown, and the DDA manager implements board recommendations as a function of the organization’s daily activities.

Nationally, the Main Street Program provides a comprehensive approach to the economic revitalization of historic downtown districts, which communities then implement on the local level. While the program does focus on the preservation of historic commercial buildings, it is as much about preserving a strong sense of community as it is about preserving buildings.

The DDA manager helps synchronize efforts in all major program areas (Outreach, Promotion, Design, and Economic Development) by working with volunteers and partner organizations to generate broad-based community support and engagement for downtown as a whole. Brief descriptions of program areas are as follows:

Outreach: Outreach involves building a downtown support network that is well represented by business and property owners, bankers, citizens, public officials, and other local economic development organizations. Engaging stakeholders and generating volunteer support is central to this endeavor because strong organization provides the stability needed to build and maintain long-term development efforts.

Promotion: Promotion focuses on improving awareness about downtown. Street festivals, parades, retail events, and marketing campaigns are some of the ways the DDA tries to generate excitement about the district. Promotion involves creating and marketing an enticing image to residents and visitors so that downtown benefits by association.

Design: Design is meant to enhance the visual appeal of the district. Building rehabilitation, street and alley clean-up, signage, landscaping, and lighting are all ways to improve the physical image of downtown. Design improvements result in a reinvestment of public and private dollars as the area is increasingly seen as a quality place to invest, shop, work, walk, and live.

Economic Restructuring: Economic restructuring involves analyzing current market forces to develop long-term strategies for maintaining downtown vitality. Offering investment incentives, recruiting new businesses, and improving the competitiveness of traditional merchants and small businesses are examples of economic restructuring activities.

Each board member is required to serve as either chair of one of the aforementioned committees, or on the executive committee of the board (Chair, Vice Chair or Secretary).

DDA Board Member Application

- 1. Name: Jayson Frederick
- 2. Address: 63 River Walk Pkwy Euharlee, GA 30145

- 3. Phone: (Day) _____ (Evening) _____ (Cell) [REDACTED]
- 4. Email: [REDACTED]
- 5. Resident of: (Cartersville) _____ (Bartow County) Euharlee (Other) _____
- 6. Duration of residency: 38 Yrs
- 7. Are you the owner or representative of a licensed downtown business? Owner
- 8. Name of business: Southern Cove
- 9. Address of business: 39 S. Public Sq Cartersville, GA 30120
- 10. How long has the business been licensed? 4.8 yrs
- 11. Where are you currently employed? Southern Cove, LLC.
- 12. What is your current position? Co-Founder
- 13. How long have you been with this company? 4.8 Yrs.

Either in the space below, or on an attachment, please list any special skills or experience that you feel would strengthen the Downtown Development Authority. *(Professional experience, previous board experience, volunteerism, personality characteristics, et cetera may all be considered.)*

Thank you for the consideration on representing our downtown by serving on the DDA Board. Being a property and business owner in our downtown, I feel lead to make a positive impact by working with the board members on ways to grow and preserve the integrity of our downtown. Not only for ourselves but future generations. As co-founder of Southern Cove, we participate in supporting several non-profits and schools throughout the county. We are big on giving back and paying it forward. Southern Cove had been awarded the 2022 Small Business of the Year award along with the Philanthropy award. My background in business and property management is a great fit for the board and will help me succeed in any of the 4 major program areas.

Thank you again and I look forward to the opportunity to serve our historic downtown.

Jayson Frederick

Either in the space below, or on an attachment, please outline your “vision” for the future of downtown Cartersville and how you can contribute to that process.

I have read and fully understand this application for the Cartersville Downtown Development Authority Board. I am willing to make a Board level commitment to the revitalization of downtown Cartersville. I understand that this is an advisory role to help determine policy issues and that the Downtown Development Manager will serve in administrative capacities for the DDA.

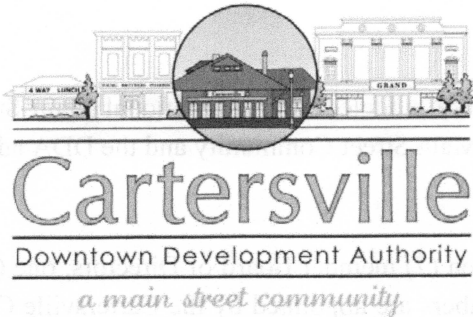
Signature

Date

Please return completed application to:

Cartersville DDA
Attn: Lillie Read
1 Friendship Plaza
Cartersville, GA 30120
770.607.3690 (fax)
770.607.3576 (phone)

Or submit electronically to: lread@downtowncartersville.org



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- 1) You must be a taxpayer residing in the city limits of Cartersville, *or*
- 2) You must be a taxpayer residing in Bartow, or a neighboring county, *and* an owner/operator of a business located within the downtown district.

If you do not meet these criteria, state law will not allow you to be a member of the DDA board. Failure to uphold the responsibilities of the position may result in an administrative review and/or recommendation for removal from the board.

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Economic Restructuring: Economic restructuring involves analyzing current market forces to develop long-term strategies for maintaining downtown vitality. Offering investment incentives, recruiting new businesses, and improving the competitiveness of traditional merchants and small businesses are examples of economic restructuring activities.

Each board member is required to serve as either chair of one of the aforementioned committees, or on the executive committee of the board (Chair, Vice Chair or Secretary).

DDA Board Member Application

- 1. Name: Lara Jeanneret
- 2. Address: 40 Natchi Trail SE
Cartersville, GA 30120
- 3. Phone: (Day) 678-873-2126 (Evening) _____ → (Cell) [REDACTED]
- 4. Email: lara@larajdesigns.com
- 5. Resident of: (Cartersville) (Bartow County) _____ (Other) _____
- 6. Duration of residency: 16 Years
- 7. Are you the owner or representative of a licensed downtown business? yes
- 8. Name of business: Lara J Designs
- 9. Address of business: 12 S Erwin St, Suite 2, Cartersville, GA 30120
- 10. How long has the business been licensed? since 2012 in this location
- 11. Where are you currently employed? Lara J Designs
- 12. What is your current position? owner
- 13. How long have you been with this company? 15 years


Either in the space below, or on an attachment, please list any special skills or experience that you feel would strengthen the Downtown Development Authority. (Professional experience, previous board experience, volunteerism, personality characteristics, et cetera may all be considered.)

Graphic Designer , website Design & Development
 Former Board member of Cartersville DDA , Advocates
 for Children 2018 - 2022 , current Art in Bartow
 Board Member. Frequent volunteer for many non-profit
 organizations locally (both time & in-kind design work).
 Former chairman & member of Cartersville Bluegrass
 & Folk Festival and assistance with countless events
 for many organizations.

Either in the space below, or on an attachment, please outline your "vision" for the future of downtown Cartersville and how you can contribute to that process.

As a business owner in Downtown Cartersville for many years I have seen a lot of changes. I love that so many of our buildings have been renovated (in a historically accurate & respectful way) and that we have very few vacancies. Marketing of the Downtown area is greatly increased over the past 10 years, and I would like to continue with that trend. Some things we don't currently have that I would like to assist with as a board member are: More wayfinding signage for walking ~~tourists~~ ^{visitors}, more park interaction by fountain area and more art in the Downtown area. I specialize in graphic design, promotion & marketing and am happy to bring that to the table as a board member, as well as ~~and~~ other needs.

I have read and fully understand this application for the Cartersville Downtown Development Authority Board. I am willing to make a Board level commitment to the revitalization of downtown Cartersville. I understand that this is an advisory role to help determine policy issues and that the Downtown Development Manager will serve in administrative capacities for the DDA.

Signature 

Date 11/30/2022

Please return completed application to:

Cartersville DDA
Attn: Lillie Read
1 Friendship Plaza
Cartersville, GA 30120
770.607.3690 (fax)
770.607.3576 (phone)

Or submit electronically to: lread@downtowncartersville.org



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Convention and Visitors Bureau Board
DEPARTMENT SUMMARY RECOMMENDATION:	Two members of the Convention and Visitors Bureau board, Jennifer Wiggins Matthews and David Friederich, would like to continue serving. If reappointed, their new terms would expire December 31, 2026.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Updated Joint Bartow County Comprehensive Plan
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Cartersville’s Comprehensive plan is part of the overall Bartow County Joint Comprehensive Plan, including all of its incorporated cities. The Georgia Department of Community Affairs Planning Standards necessitated a 5-year update for Bartow County. Cartersville participated in said update and has also incorporated the updated Capital Improvements Element adopted by the City at our January 19th Council meeting. We additionally participated in the joint public hearing held on December 14th, 2022 at the Bartow County Courthouse. Though we have already received our “Qualified Local Government” status from the State, this resolution is necessary to finalize the overall Bartow County Joint Comprehensive Plan. Staff recommends that Council authorize the Mayor to sign said resolution.</p>
LEGAL:	NA

RESOLUTION 03-23

**A RESOLUTION
TO ADOPT THE**

Bartow County Joint Comprehensive Plan (2023-2027): Including the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville, and White

Whereas, the Georgia Planning Act of 1989 requires local governments to develop and maintain a comprehensive plan to retain their Qualified Local Government status and eligibility for State permits, grants, and loans; and

Whereas, the *Bartow County Joint Comprehensive Plan (2023-2027): Including the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville, and White* is now complete; and

Whereas, such **Joint Comprehensive Plan Update** is approved by the Georgia Department of Community Affairs as meeting Georgia’s Minimum Planning Standards and Procedures (effective October 1, 2018); and

Whereas, the second and final public hearing on the draft plan was held on December 14, 2022 at the Bartow County Courthouse at 10:00 am.

Now Therefore Be It Resolved, that the Mayor and Council of the City of Cartersville, Georgia hereby officially adopts the *Bartow County Joint Comprehensive Plan (2023-2027): Including the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville, and White*.

Resolved, this 2nd day of February 2023.

BY:

Matt Santini
Mayor, City of Cartersville

ATTEST:

Julia Drake, City Clerk
City of Cartersville



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T23-01. City of Cartersville
DEPARTMENT SUMMARY RECOMMENDATION:	Text Amendment to Chapter 26, Zoning, Article XIV, Business Park Overlay District, to increase the height of allowed buildings from 50ft to 75ft. and to correct a conflict in the language for required parking lot landscape islands. Planning Commission recommended approval 5-0.
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino and David Hardegree

Date: Dec. 12, 2022

Re: *Text Amendment T23-01. Update to Chapter 26, Zoning, Article XIV, Business Park Overlay District.*

Cartersville- Bartow County Economic Development Department has requested that *Chapter 26, Zoning, Article XIV, Business Park Overlay District.* ordinance be revised to increase the height of the primary structures for allowed uses from 50ft. to 75ft. Bartow County did this in 2021 for their jurisdiction in the Industrial Park. This revision will provide consistency between City and County ordinances.

Also, this amendment will eliminate a conflict regarding landscape islands in parking lots. One section of Sec. 14.7 states one island is required per (12) parking spaces. Another section states one island is required per (15) parking spaces. The amendment will eliminate the one island per (15) parking spaces requirement. This will make the overlay district regulations consistent with the City’s landscape ordinance.

The current ordinance and proposed ordinance amendment are attached.

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

Case Num Meeting: February 2, 2023 Item 5.
123-01
Date Received: 11-15-22

Public Hearing Dates:

Planning Commission 1-10-23 **1st City Council** 1-19-23 **2nd City Council** 2-2-23
5:30pm 7:00pm 7:00pm

APPLICANT INFORMATION

Applicant <u>City of Cartersville Planning & Dev. Dept.</u> (printed name)	Office Phone <u>770-387-5600</u>
Address <u>10 N. Public Sq</u>	Mobile/ Other Phone _____
City _____ State _____ Zip _____	Email _____
<u>David Hardegree</u> Representative's printed name (if other than applicant)	Phone (Rep) _____
_____	Email (Rep) _____
Representative Signature _____	Applicant Signature _____
Signed, sealed and delivered in presence of: _____	My commission expires: _____
Notary Public	

1. Existing Text to be Amended: Chapter 26, Zoning

Article XIV, Section 14-3 & 14-7, Subsection _____

Existing Text Reads as Follows: 1. Maximum building height is currently 50ft.

2. Conflict in parking lot landscape island requirements. Shown as 1 island every 12 spaces and 15 spaces.

2. Proposed Text:

Proposed Text Reads as Follows: 1. Increase allowable building height from 50ft. to 75ft.

2. Correct discrepancy for landscape island requirements. Corrective Action: Delete reference to 1 island per 15 spaces.

See attached documentation.

(Continue on additional sheets as needed)

3. Reason(s) for the Amendment Request: _____

1. To provide greater flexibility for building design that incorporates towers, cranes, lifts, large equipment, etc. and to align the City ordinance with County ordinance for building height in the same industrial park.

2. Correct conflict for landscape island requirements.

(Continue on additional sheets as needed)

**REQUIREMENTS FOR FILING
AN APPLICATION FOR TEXT AMENDMENT(S)
CITY OF CARTERSVILLE, GA**

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2nd Floor. Cartersville, GA 30120.

Requirements

1. **Completed Application:** Include all signatures. Complete items 1, 2 and 3.
2. **Filing Fee:** A non-refundable filing fee of \$400.00 must accompany the completed application.
3. **Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of \$30.00 which covers the cost of the newspaper ad.
4. **Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING. ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT. SEC. 14-3. – GENERAL AREA, HEIGHT AND SETBACK REGULATIONS. The provision regarding “Maximum building height” is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-3. General area, height and setback regulations.

Maximum building height (see below): 75 feet

2.

All other existing provisions of Sec. 14-3 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING. ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT. SEC. 14-7. – LANDSCAPING REQUIREMENTS. SECTION B. *Parking lot interior island design* is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-7. Landscaping requirements.

B. *Parking lot interior island design.* One (1) tree required per island having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs or depressed curbs.

2.

All other existing provisions of Sec. 14-7 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

ARTICLE XIV. BUSINESS PARK OVERLAY DISTRICT

Sec. 14.1. Purpose.

The purpose of the Business Park Overlay District is to provide uniform regulations for a joint City of Cartersville-Bartow County industrial/business park, a portion of which is located in each jurisdiction. To provide consistency for property owners and future uses, and to benefit the public health, safety and welfare, the city and county have adopted identical regulations as follows. The Business Park Overlay District, where applied via amendment to the official zoning maps of the participating government, shall control over inconsistent regulations contained in other ordinances and the Code of Ordinances of each jurisdiction, whether or not the provisions herein are stronger or weaker restrictions.

Sec. 14.2. Boundary map.

The boundaries of the portion of the business park located within the city limits of Cartersville are shown in the boundary map included as Exhibit "B" in Article XXV, which is hereby incorporated into and made part of this article by reference.

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

Minimum lot size: One (1) acre.


Maximum lot coverage (impervious surface limitation): Seventy-five (75) percent.

Required lot width at street right of way (internal street): Forty (40) feet (twenty-five (25) feet in cul-de-sac).

Front setback: Forty (40) feet.

Side setback: Fifteen (15) feet.

Rear setback: Twenty (20) feet.

 *Maximum building height (see below):* Fifty (50) feet.

Buffers (see below): Fifty (50) feet except as noted.

- A. The zoning administrator may grant an administrative variance of up to twenty (20) percent to any of the general area, height and setback regulations listed above. Additionally, he or she may grant an administrative variance on the undisturbed buffer requirements, if the proposed landscaping and screening in the buffer enhances the screening of the adjacent property.
- B. Building height. With the approval of the zoning administrator, maximum height may be increased by variance. Building height limitations shall not apply to accessory structures such as water towers, conveyer belts, smokestacks and other incidental and uninhabited parts of industrial uses.

- C. Buffers. A fifty-foot buffer shall apply adjacent to all land uses, except that no buffers shall be required from industrial to industrial. Further, there shall be a two hundred-foot buffer required where shown on the overlay district map adjacent to existing residential uses as of the date of adoption of the overlay district. When any of the existing residential uses are rezoned to a nonresidential zoning classification, the buffer adjacent to that property shall be reduced to fifty (50) feet, unless it is a similar zoning classification, in which case the buffer requirement shall not apply. Buffers shall be undisturbed, except that, if the buffer is adjacent to a residential use, and is insufficiently dense to be opaque to vision year-round, the zoning administrator may require that the buffer shall be planted with sufficient vegetation so that it is opaque year-round, to a depth of at least twenty-five (25) feet. Buffers may be used for perpendicular crossing by access roads and utilities, but not for lateral roads or parking. Buffers may be used for detention ponds, provided that vegetative screening remains or is planted between the pond and the property line. The zoning administrator shall approve buffer plans and plantings.
- D. Setbacks shall be measured from the property or lot line. As setback exceptions, the following may intrude into the setback zone: unsupported roof overhangs, steps, walkways and access roads, landscaping and irrigation systems, planters, architectural fences and walls not exceeding forty-two (42) inches, and underground utilities and sewers.

Sec. 14.4. Permitted uses.

The following uses are permitted in the Business Park Overlay District. Any use not specifically listed is prohibited, except as permitted by section 14.5.

- Business offices.
- Call center.
- Data center.
- Distribution facilities.
- Education and training facilities.
- Light industrial uses which may include manufacturing, fabricating, procession or assembling of product and equipment which are housed within a building.
- Manufactured or portable building manufacturers.
- Manufacturing, except explosives or fireworks.
- Outdoor storage (as an accessory use).
- Public utility facilities.
- Radio, TV and other communication towers.
- Research and development facilities.
- Research laboratories and biomedical laboratories.
- Retail or services uses.
- Telecommunication structures.

- Warehousing.
- Wholesale trade and distribution.

Sec. 14.5. Conditional industrial uses.

Any industrial use not listed above, and otherwise permitted either as a permitted or conditional use in the Bartow County General Industrial District or the Bartow County Heavy Industrial District (for Bartow County's portion of the district) or permitted either as a permitted or conditional use in the City of Cartersville H-I district at Chapter 26, section 10.2.2.A.2. of the City of Cartersville Zoning Ordinance (for Cartersville's portion of the district), may be permitted in the respective jurisdiction, upon grant of a conditional use permit. The applicant shall submit an application for a conditional use subject to the standards, regulations and criteria contained in the applicable underlying zoning ordinance and the application shall proceed as a conditional use permit pursuant to the applicable underlying zoning ordinance. The local government considering the permit application shall be empowered to impose conditions on the approval to ameliorate any negative impacts of the proposed use, including restrictions on noise, vibration, light or glare, hours of operation, additional buffering and any other appropriate condition.

Sec. 14.6. Prohibited uses.

Notwithstanding the foregoing, any uses listed herein shall be prohibited and may not be approved for the district, even as a conditional use.

- Airports and landing fields;
- Coal burning facilities;
- Paper and pulp manufacturers;
- Explosives, including fire works manufacture or storage in bulk quantities;
- Garbage, offal, dead animal reduction or dumping;
- Mining and related activity;
- Quarrying and related activity;
- Stock yards, commercial;
- Conversion of energy by nuclear fusion or fission;
- Blasting.

Sec. 14.7. Landscaping requirements.

All developments shall comply with the following minimum landscape requirements:

Border landscaping—Building: Five (5) feet wide (none between building and truck courts).

Border landscaping—Vehicular use area: Five (5) feet wide.

Trees along vehicular use area: One (1) per seventy-five (75) feet.

Border landscaping—Road ROW: One (1) per thirty (30) feet, ten (10) feet wide.

Parking lot landscaping islands: One hundred sixty (160) square feet, required at end of each row; i.e., three hundred twenty (320) square feet for double row.

Parking lot landscaping—Trees: One (1) tree per island.

→ *Parking lot landscaping—Spaces:* One (1) island per twelve (12) spaces.

New plant materials—Trees: Eight (8) feet in height at planting, fifteen (15) feet at maturity.

A. *Parking lot terminal island design.* Each single and double row of parking spaces shall be terminated by landscaped islands, no less than nine (9) feet in width and no less than fifteen (15) feet in length and shall include at least one (1) tree having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs or depressed curbs.

→ B. *Parking lot interior island design.* A minimum of one (1) interior island shall be provided for every fifteen (15) parking spaces or fraction thereof. One (1) tree required per island having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs or depressed curbs.

DELETE UNDERLINED SENTENCE

C. *New plant materials.*

1. *Trees.* A tree shall attain an average crown spread over fifteen (15) feet at maturity. Trees having an average crown spread of less than fifteen (15) feet may be substituted by grouping the same so as to create the equivalent of a fifteen-foot crown spread. All trees shall be of a species which can be maintained with a minimum of five (5) feet of trunk height. New trees shall have a minimum of two and one-half (2.5) inches diameter at breast height (DBH) measured four and one-half (4.5) feet above ground and shall be a minimum of eight (8) feet in overall height immediately after planting.
2. *Shrubs.* Shrubs shall be a minimum of one (1) foot in height when measured at the time of planting.

Sec. 14.8. Street design standards.

Streets in this overlay district shall be paved to minimum twenty-eight-foot width, with a section of eight-inch GAB, three-inch binder and one and one-half-inch surface course.

Sec. 14.9. Reserved.

Editor's note(s)—Section 14.9, formerly entitled "Signs", was deleted by Ord. No. 01-13, § 15, adopted Jan. 3, 2013.

Ordinance No. 01-23

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING. ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT. SEC. 14-3. – GENERAL AREA, HEIGHT AND SETBACK REGULATIONS. The provision regarding “Maximum building height” is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-3. General area, height and setback regulations.

Maximum building height (see below): 75 feet

2.

All other existing provisions of Sec. 14-3 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: January 19, 2023

SECOND READING: February 2, 2023

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. 02-23

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING. ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT. SEC. 14-7. – LANDSCAPING REQUIREMENTS. SECTION B. *Parking lot interior island design* is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-7. Landscaping requirements.

B. *Parking lot interior island design.* One (1) tree required per island having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs, or depressed curbs.

2.

All other existing provisions of Sec. 14-7 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: January 19, 2023
SECOND READING: February 2, 2023

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Downtown Entertainment Zone Ordinance – Pub Crawl Cups
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The DDA is requesting a change to the DEZ Ordinance to include the use of authorized Pub Crawl cups within the district during the events dates only.</p> <p>Alcohol Control Board approved the use of authorized Pub Crawl cups within the district during the events dates only. Vote 4-0.</p> <p>DDA Board and staff recommends approval.</p>
LEGAL:	N/A

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-106 CONSUMPTION ON OTHER PUBLIC PLACES is amended by deleting section (f)(4) only and replacing the same as indicated below.

1.

Sec. 4-106. - Consumption in other public places.

(f) Downtown Entertainment Zone:

- (4) Drinking alcoholic beverages from a can, bottle, glass, or non-approved disposable plastic cup off-premises is prohibited. The use of silicone Pub Crawl cups are permitted during authorized event dates only and only by authorized ticket holders.

2.

All other existing provisions of Sec. 4-106 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

ATTEST:

MATTHEW J. SANTINI, MAYOR

JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Downtown Entertainment Zone Ordinance – Service Times
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The DDA is requesting a change to the DEZ Ordinance to expand the service times of the DEZ to Monday-Saturday during regular service hours, excluding Sunday.</p> <p>Alcohol Control Board denied the expansion of the service times of the DEZ to Monday - Saturday during regular service hours, excluding Sunday. Vote 4-0.</p> <p>DDA Board and staff recommends approval.</p>
LEGAL:	N/A

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-106 CONSUMPTION ON OTHER PUBLIC PLACES is amended by deleting section (f)(6) only and replacing the same as indicated below.

1.

Sec. 4-106. - Consumption in other public places.

(f) Downtown Entertainment Zone:

- (6) Hours of consumption. Monday through Saturday between the hours of 11:00 a.m. and 10:00 p.m., consumption on premises licensees may authorize the sale of alcoholic beverages in the designated disposable plastic cups for off-premises consumption in the Downtown Entertainment Zone and shall not allow alcoholic beverages to be removed from their licensed premises, at any other time or manner.

The following dates/events are excluded and no off-premises consumption shall be allowed:

- a. First Thursday in December for the Christmas Parade;
- b. On the day of the Cartersville High School Homecoming Parade;
- c. Any other date as determined by council by resolution.

2.

All other existing provisions of Sec. 4-106 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

ATTEST:

MATTHEW J. SANTINI, MAYOR

JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Downtown Entertainment Zone Ordinance – Map Expansion
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The DDA is requesting a change to the DEZ Ordinance to expand the map west on Main Street to Noble Street and to expand the map east on Cherokee Avenue to Stonewall Street.</p> <p>Alcohol Control Board denied the request to expand the map west on Main Street to Noble Street and to expand the map east on Cherokee Avenue to Stonewall Street. Vote 2-2.</p> <p>DDA Board and staff recommend approval.</p>
LEGAL:	N/A

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE I. – IN GENERAL. DIVISION 1. GENERALLY. SECTION 4-1 DEFINITIONS is amended by deleting the definition of Downtown Entertainment Zone and replacing the same as indicated below.

1.

Sec. 4-1. – Definitions.

Downtown entertainment zone means and includes the following area as delineated on the map dated _____ and entitled "Downtown Entertainment Zone" incorporated herein below:

[INSERT NEW MAP]

2.

All other existing provisions of Sec. 4-1 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

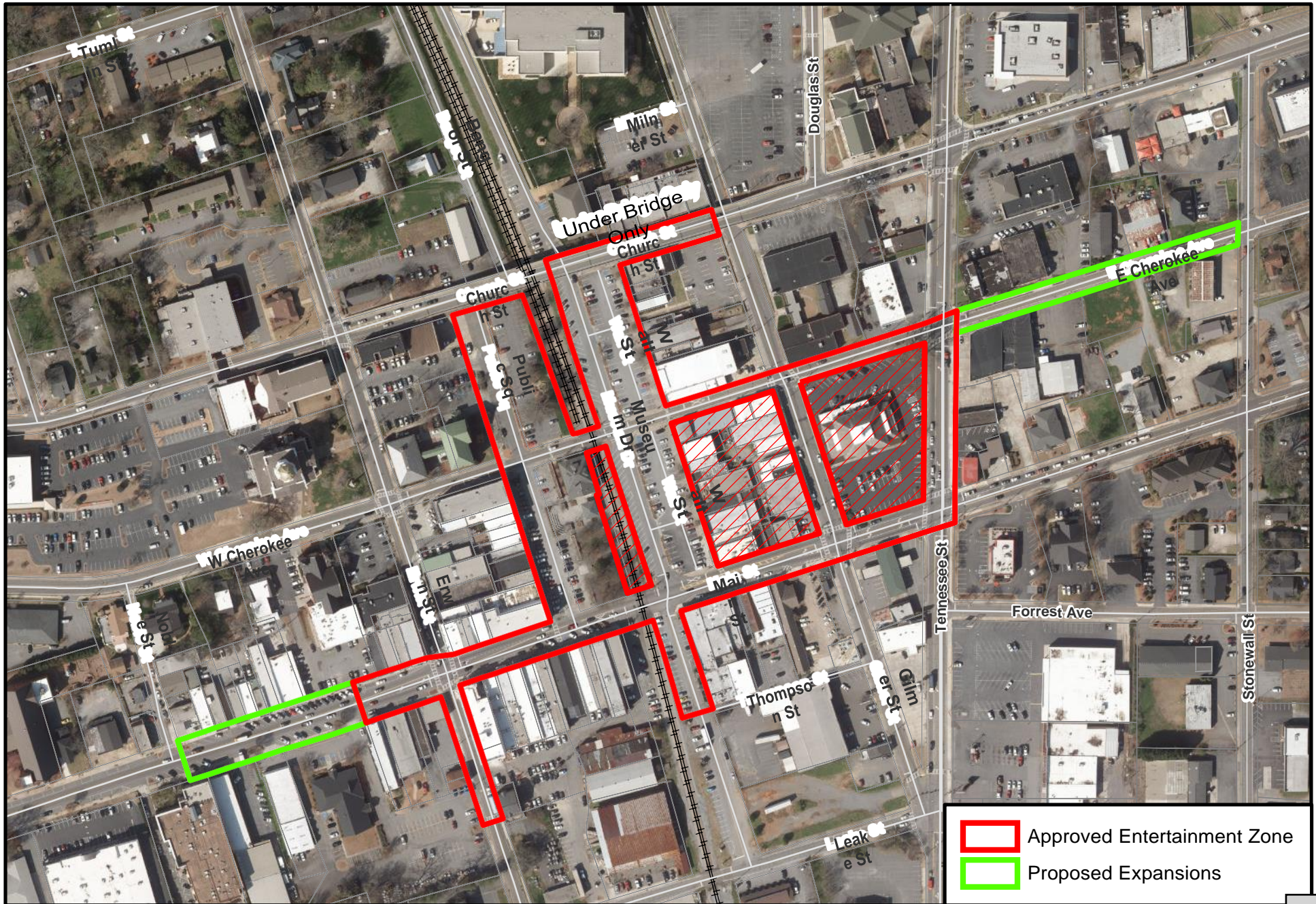
SECOND READING: _____



ATTEST:

MATTHEW J. SANTINI, MAYOR

JULIA DRAKE, CITY CLERK

Downtown Entertainment Zone



-  Approved Entertainment Zone
-  Proposed Expansions



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Schedule of Charges Update
DEPARTMENT SUMMARY RECOMMENDATION:	<ol style="list-style-type: none">1. A request to remove advance payment requirements for the City of Cartersville School System, City of Cartersville, or Bartow County (a)(14)h.2. Remove the fee amount from (a)(14)i. and end the sentence after ... will be charged a flat convenience fee.
LEGAL:	Reviewed and updated by Archer & Lovell

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE II. - RATES, CHARGES, BILLING AND COLLECTION PROCEDURES. Sec. 24-21. - Schedule of charges, etc. paragraph (a)(14)h and (a)(14)i. are hereby amended by deleting said paragraphs in their entirety and replacing them as listed below:

1.

Sec. 24-21. Schedule of charges, etc.

(a)(14).

- h. Commercial, industrial, and governmental customers will be required to pay an advance payment of two (2) times their average estimated monthly utility bill, prior to service being connected or provide an insurance bond or letter of credit renewed annually to the city which provides for immediate payment upon notification by the city. Advance payments are not required for the City of Cartersville School System, City of Cartersville, or Bartow County.

(a)(14).

- i. City customers who pay for utility bills and other utility invoices with a credit or debit card will be charged a flat convenience fee.

2.

All other existing provisions of Sec. 24-21. not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to Intergovernmental Agreement for Cartersville Farmers Market
DEPARTMENT SUMMARY RECOMMENDATION:	The City of Cartersville, along with the CVB and Bartow County, have shared in the salary cost for the Farmers Market Coordinator and have agreed to increase each of their contributions from \$5,000 to \$7,000 annually.
LEGAL:	N/A

STATE OF GEORGIA
COUNTY OF BARTOW

**CARTERSVILLE FARMERS MARKET
OPERATION AND FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 by and between Bartow County, a political subdivision of the State of Georgia, the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia, and the Cartersville-Bartow Convention and Visitors Bureau.

WITNESSETH:

WHEREAS, Bartow County, the City of Cartersville and the Cartersville-Bartow Convention and Visitors Bureau have a mutual desire to improve health outcomes in Bartow County by increasing citizens access to fresh produce and local foods; and

WHEREAS, the Cartersville Farmers Market is a community market supported by Bartow County Government, the City of Cartersville, the Cartersville-Bartow Convention and Visitors Bureau, local farmers, community members and a host of other local agencies; and

WHEREAS, the parties entered into an intergovernmental agreement in 2020 to share in the cost of funding a Farmers Market Coordinator position for the purpose of revitalizing the downtown Cartersville Farmers Market, the primary duties thereof are to promote the Market, recruit vendors, enforce market rules and collect critical data associated with the operation of a successful and vital local farmers market; and

WHEREAS, the parties agree that the revitalization of the downtown Farmers Market will continue to increase community awareness, recruit new vendors, encourage community wellness initiatives and create a sense of community and therefore deem it to be in the best interest of the citizens of Bartow County to amend the intergovernmental agreement for the purpose of increasing funding as deemed appropriate in order to continue to provide this vital community project; and

WHEREAS, Pursuant Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the parties may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, the parties have each reviewed this Agreement and have agreed to increase funding into the Farmers Market Program initiative as hereinafter stated.

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

- 1.

The City of Cartersville agrees to continue providing the venue space for the “Farmers Market” in downtown Cartersville at the Founders Oak Parking Lot. The City shall delegate responsibilities to the Farmers Market Coordinator regarding the approval and/or denial of vendor permits and the collection of fees associated with the issuance of vendor permits for the market.

2.

The Bartow County Extension Office will continue to be the designated host department for the Farmers Market Coordinator position. The Coordinator shall be under the direct supervision of the Director of the Bartow County Extension Office. The Extension Office shall provide supplies, equipment, travel expenses, training and other support as deemed necessary and appropriate and shall assume responsibility for the market’s fiscal compliance and accountability transactions, including but not limited to vendor permits, donations, grants and expenses. All transactions for the operation of the Farmers Market, including vendor permits, donations, grants and expenses shall be handled through the Bartow County Extension Office 501c3 account.

3.

The County, the City and the CVB agree to equally share in the cost of the salary for the Coordinator position, each party providing \$7,000 annually toward the position.

4.

This Agreement, as amended, shall be made effective as of January 1, 2023 and shall continue on an annual basis until such time as the parties determine the project is complete, the position of Market Coordinator is no longer considered to be a viable component for the success of the Farmers Market, or the parties agree that the continuation of the agreement is no longer necessary or appropriate.

5.

This Agreement contains all the terms and conditions and represents the entire understanding of the parties.

IN WITNESS WHEREOF, County and City have caused this Agreement to be fully executed by their proper authorities and attested with their official seals affixed hereto, as set forth in triplicate originals.

SIGNATURES

CITY OF CARTERSVILLE

BARTOW COUNTY

BY: _____
Matthew Santini
Mayor

BY: _____
Steve Taylor
Commissioner

ATTEST: _____
Julia Drake
City Clerk

ATTEST: _____
Kathy Gill
County Clerk

CARTERSVILLE-BARTOW CONVENTION AND VISITORS BUREAU

BY: _____
Steven Schumacher
President

ATTEST: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Sublease Renewal for the Welcome Center
DEPARTMENT SUMMARY RECOMMENDATION:	DDA requests to renew the sublease of space in the Welcome Center to Cartersville Outfitters, a locally owned retail shop.
LEGAL:	Reviewed and updated by Archer & Lovell

REAL ESTATE SUBLEASE AND MAINTENANCE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as “Sublease”), made and entered into as of the _____ day of _____, 2023, by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF CARTERSVILLE, GEORGIA (“Tenant”) and CARTERSVILLE OUTFITTERS, LLC (Subtenant.)

WITNESSETH:

WHEREAS, Tenant leases that certain improved real estate commonly known as The Cartersville Depot, Cartersville, Bartow County, Georgia (the “Property”). For a more particular description, see Exhibit “A” which is attached hereto and incorporated herein by reference; and

WHEREAS, Subtenant desire to lease from Tenant a portion of the Property as indicated on Exhibit “B” herein referenced to as the “Premises”; and

WHEREAS, Tenant is willing to lease the Premises to Subtenant upon the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Tenant hereby leases to Subtenant and Subtenant hereby agrees to lease and take the premises and upon the terms and conditions hereinafter set forth.
2. The term of this Lease shall commence on _____, 2023 and end on December 31, 2023. Tenant agrees to deliver possession of the Premises to Subtenant on the commencement date hereof. However, Subtenant or Tenant has the right, with thirty (30) days’ notice, to terminate said Lease and vacate the premises and shall have no further obligation to the other party in said event, except as to any outstanding financial obligations between the parties. In the event that Tenant(s) Lease is still effective, by written notice to Tenant if provided sixty (60)

days prior to the termination date; Subtenant may request that this Sublease be renewed for up to three (3) additional one (1) year terms. Said notice is to be provided prior to the expiration of each term date as provided for herein. Tenant, upon receiving notice has the right to accept or reject said extension request, and must inform Subtenant at least thirty (30) days prior to the then expiration date of this Sublease.

3. Rent shall be Five Hundred-Fifty (\$550.00) Dollars per month.
4. Tenant shall, at Tenant's cost and expense, pay the reasonable costs and expenses for the repair and maintenance of the Building, the Land, the landscaping, and parking areas located thereon unless the need for such repair is caused by the carelessness, negligence or willful misconduct of Subtenant or Subtenant's employees, agents, contractors or invitees, in which event such repair shall be the responsibility of Subtenant. Subtenant shall give written notice to Tenant of the necessity for any such repairs or required maintenance. On the Expiration Date, or upon the earlier termination of this Lease, Subtenant shall leave the Premises in a condition at least as good as the condition the Premises were in on the Commencement Date, excepting only ordinary wear and tear, depreciation and obsolescence, and damage by fire or other insured casualty.
5. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
6. Subtenant agrees not to abandon or vacate the Premises during the term of this lease without thirty (30) days prior notification to Tenant.
7. Subtenant accepts the Premises in its present condition as suited for the use intended by the Subtenant. Subtenant shall, at Subtenant sole expense, maintain the Premises, the fixtures and appurtenances thereon in first class condition and repair, with the exception of those appurtenances to be maintained by the Tenant and will suffer no active or permissive waste or injury thereof and the Subtenant shall, at Subtenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Tenant is expressly obligated to repair as outlined above in section 4.

8. Subtenant shall have the right to install or place on the Premises machinery, apparatus, equipment and other Improvements of whatever nature, all of which shall remain the Property of Subtenant, whether or not attached to improvements comprising the Premises. So long as Subtenant is not in default on its obligations, or upon giving bond for any obligations claimed by Tenant to be in default, Subtenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Subtenant so remove any machinery, apparatus, equipment or other Improvements of whatever nature, Subtenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Subtenant shall repair or restore the Premises to its condition as existed prior to the installation and removal of such machinery, apparatus, equipment or other Improvements.
9. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking.
10. Subtenant agrees to indemnify and hold harmless Tenant and the City of Cartersville, Georgia, against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred by each other because thereof, including attorney's fees and court costs; provided, however, that each parties undertaking hereunder shall not extend to any damages or claims caused by the acts of negligence of said party, said party's agents, employees, licensees or third parties other than each parties agents, employees or licensees nor shall each parties undertaking extend to the amount which the other party could have recovered under the insurance required to be carried by Tenant hereunder..
11. Tenant agrees to indemnify and hold harmless the City of Cartersville, Georgia, against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred by each other because thereof,

including attorney's fees and court costs; provided, however, that each parties undertaking hereunder shall not extend to any damages or claims caused by the acts of negligence of said party, said party's agents, employees, licensees or third parties other than each parties agents, employees or licensees nor shall each parties undertaking extend to the amount which the other party could have recovered under the insurance required to be carried by Tenant hereunder.

- 12. Subtenant may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Subtenant.
- 13. It is mutually agreed that in the event Subtenant shall default in Subtenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Subtenant shall default in the performance of any of the terms or provisions of this Lease and such default continues for a period of thirty (30) days after notice from Tenant, or if Subtenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Tenant, at his option, may at once terminate this lease by written notice to Subtenant and thereupon this Lease shall end. Upon such termination by Tenant, Subtenant will at once surrender possession of the Premises to Tenant and remove all of Subtenant's effects therefrom; and Tenant may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
- 14. Tenant may, as Subtenant's agent and without terminating this Lease, upon Subtenant's default under this Lease and the lapse of any applicable grace period, at Tenant's option, enter upon and relent the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Tenant deems proper.
- 15. Tenant and the City of Cartersville may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Subtenant and to make repairs to Tenant's adjoining Premises, if any. Tenant agrees that Subtenant shall be permitted to have a representative monitor any such entry on to

the Premises if 'Subtenant feel such is necessary to protect the security and confidentiality of Subtenant's business activities on the Premises.

- 16. This Lease shall create the relationship of Tenant and Subtenant between the parties hereto. Noting contained herein nor any action or inaction by Tenant shall be deemed to grant to Subtenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Tenant's estate in the Premises. So long as Subtenant is not in default hereunder, Subtenant shall have full and quiet enjoyment of the Premises.
- 17. If Subtenant remain in possession of the Premises after expiration of the term hereof, with Tenant's acquiescence and without any express agreement of parties, Subtenant shall be a Subtenant at will and such holding over shall not operate as a renewal of this lease by operation of law.
- 18. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.
- 19. Subtenant hereby appoint as Subtenant's agent to receive service of all dispossessory or distant proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time or occupying the Premises; and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises.

All notices to Tenant shall be sent to

Downtown Development Authority of Cartersville
 Attention: Lillie Read, Director
 P. O. Box 1390
 Cartersville, Georgia 30120

All notices to Subtenant shall be sent to:

Cartersville Outfitters, LLC

Either party may change its mailing address by written notice delivered to the other.

20. No failure of Tenant to exercise any power given Tenant hereunder, or to insist upon strict compliance by Subtenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Tenant's right to demand exact compliance with the terms hereof.
21. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.
22. Time is of the essence of this Lease.
23. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
24. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.
25. This Lease may be altered, amended or terminated by a written agreement signed by Tenant and Subtenant.
26. During the entire duration of this Agreement, Subtenant and its agents shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1, as amended.
27. The Subtenant acknowledges that all records relating to this Agreement and the services to be provided under the Lease may be public record subject to Georgia Open Records act (O.C.G.A. § 50-18-70, et. seq.) Subtenant shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

28. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

SIGNATURES ON NEXT PAGE-

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year first above written.

Signed, sealed and delivered this ____ day TENANT:
of _____, 2023.

Witness

DOWNTOWN DEVELOPMENT
AUTHORITY OF CARTERSVILLE

Notary Public

By: _____
Lillie Read, Director

My Commission Expires: _____

[SEAL]

Signed, sealed and delivered this ____ day SUBTENANT:
of _____, 2023.

Witness

CARTERSVILLE OUTFITTERS, LLC

Notary Public

By: _____
(Signature)

My Commission Expires: _____

Print Name: _____

[SEAL]

Title: _____

CONSENT TO SUBLEASE

The City of Cartersville, as Landlord of the Lease by and between the City of Cartersville and the Downtown Development Authority of Cartersville for the property known as the Cartersville Depot, hereby consents to this Sublease by and between the Downtown Development Authority of Cartersville and Cartersville Outfitters, LLC for the Cartersville Depot.

This ____ day of _____, 2023.

Attested to by:

CITY OF CARTERSVILLE, GEORGIA

Julia Drake, City Clerk

By: _____
Matthew J. Santini, Mayor

[AFFIX SEAL]



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Updated Architectural and Engineering Services Costs
DEPARTMENT SUMMARY RECOMMENDATION:	This is the updated professional services fee schedule between the City and CPL based on the Guaranteed Maximum Pricing (GMP) provided by Reeves Young for the Water department administrative complex. These fee percentages were in the original agreement approved at the February 17, 2022 Council meeting.
LEGAL:	Reviewed by Archer & Lovell

EXHIBIT C
Fee Schedule Estimates

Stated Construction Cost Limitation	\$	11,333,491.00	
** Basic Design/Engineering Services			CPL
Pre-Design Phase	\$	29,700.00	
Schematic Design	\$	70,268.00	
Design Development	\$	140,535.00	
Construction Documents	\$	281,071.00	
CM Bid Phase Assist	\$	21,760.00	
Construction Administration	\$	159,297.00	
	\$	702,676.00	6.20%
Site Due Diligence Information and Additional Tasks Necessary to Design & Engineer			
Hydro Study	\$	4,000.00	CPL By City
Boundary & Topo Survey	\$	-	City
Erosion Control Plan	\$	3,500.00	CPL
NPDES	\$	1,500.00	CPL By City
Geotech	\$	-	City By City
Phase I	\$	-	City
Hydro Study for Additional Detention Pond	\$	-	N/A By City
Utility Survey	\$	-	City
Douthit Ferry Road Access Design/DOT Coordination and Cross-site Access Road Design	\$	9,500.00	CPL
	\$	18,500.00	
	Total	\$ 721,176.00	
Expense Allowance	\$	5,000.00	

Additional Services (upon request of the City)

CM As-Built Assists \$3,500 for arch
(estimates) \$1,500 per discipline

** subject to adjustment pending final construction cost as approved by the City

Prior to the confirmation of the project’s construction budget and verification of the project scope including the building construction type, aesthetics and building system types desired, placing a lump sum fee on the A/E tasks necessary to deliver the project is a challenge. In a good faith effort to demonstrate that we are sincere in our pursuit of this project and will work with you to offer a fair fee for the work required, we propose the following:

CPL will commit to a pre-design phase on an hourly not to exceed fee of \$29,700 plus expenses where we will assist in defining the preliminary construction budget, project scope, building construction type, aesthetics, building systems type(s) and schedule. Once these important components are defined, we will commit to a lump-sum fee arrangement to deliver the project.

For your reference and budget consideration, the chart below is reflective of industry standards for a percentage of construction cost based fee for basic A/E services which would include customary architectural, basic interior finishes, structural engineering, and building systems engineering (HVAC, Plumbing, Fire Protection, Electrical) necessary to deliver the design and engineering suitable for seeking construction bids. Expanded services such as LEED certification, complex site and/or stormwater engineering, custom interior design features, management of construction procurement, clerk of the works, etc. would be additions.

We sincerely hope you understand that our intent is not to side step your request, instead, we want to provide you the most complete “apples to apples” fee to achieve the specific scope for the project as you envision it. We believe that based upon the information available at this time, this approach is the best way to assist you in determining a true cost for the A/E services.

Thank you for your consideration of our proposal regarding establishment of the A/E fee.

PRE-DESIGN PHASE

Fixed Fee in the amount of : \$29,700.00

CONSTRUCTION PHASE

Cost of construction with FEE percentage:

CONSTRUCTION COST	% FEE
\$ 5,000,000	6.5
\$ 6,000,000	6.4
\$ 7,000,000	6.4
\$ 8,000,000	6.3
\$ 9,000,000	6.3
\$ 10,000,000	6.3
\$ 11,000,000	6.2
\$ 12,000,000	6.2
\$ 13,000,000	6.1
\$ 14,000,000	6.1
\$ 15,000,000	6.1

CPL HOURLY RATES - 2022	Rate
Principal	\$200 - 270
Project Manager	\$150 - 180
Project Architect/Professional Engineer / Planner	\$110 - 150
Sr. Architect / Sr. Engineer / Sr. Interior Designer	\$100 - 135
Sr. Draftsperson / Jr. Engineer / Jr. Interior Designer	\$70 - 95
Jr. Draftsperson	\$75
Specification - Word Processor/Analyst	\$65
Clerical	\$65



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Guaranteed Maximum Price (GMP) from Reeves Young
DEPARTMENT SUMMARY RECOMMENDATION:	The GMP is provided by Reeves Young for the Water department administrative complex. We are seeking approval of the \$11,910,419 GMP plus a \$600,000 contingency (site work) for a total of \$12,510,419 to be paid from Water department reserves.
LEGAL:	Reviewed by Archer & Lovell

Thursday, January 19, 2023

Freddy Morgan
Assistant City Manager
City of Cartersville
1 N. Erwin Street
Cartersville, GA 30120

RE: Cartersville Water Administration Complex

Dear Mr. Morgan:

Reeves Young is pleased to provide you Guaranteed Maximum Pricing (GMP) for Cartersville Water Administration Complex located at Douthit Ferry Road, Cartersville, Georgia 30120. Pricing is based upon documents from Clark Patterson Lee, and conversations & emails with your team. Below is an executive summary description of the project as we understand it.

PROJECT DESCRIPTION & EXECUTIVE SUMMARY:

Cartersville Water Administration Complex is a pre-engineered metal building, 11,880 SF of office and laboratory space and 12,670 SF warehouse with a 2,400 SF mezzanine located in Cartersville, GA on a 25-acre site. The exterior façade of the building is a combination of insulated metal panels and masonry veneer, and aluminum storefront. Located on the site is a 4,900 SF covered shed adjacent to the warehouse.

Total estimated cost for the this Project is **\$11,910,491** which equates to **\$434.85 per SF (27,390 SF)**.

QUALIFICATIONS, CLARIFICATIONS & EXCLUSIONS:

Division 1 – General Requirements

Qualifications:

1. Unless otherwise noted herein, the scope of the work corresponding to this GMP Estimate is consistent with the design documents (plans) as dated: Cartersville Water Administration Complex, labeled PERMIT SET dated 11/18/2022 (Documents). Outlined herein are the changes and/or clarifications to the scope of work required by these contract documents which are a result of negotiations, clarifications, design review responses and value engineering and shall supersede all previous documentation.
2. In addition to these qualifications, cost is included based upon the following attachments:
 - a. ATTACHMENT A - Detailed Estimate
 - b. ATTACHMENT B – Contract Document Log
 - c. ATTACHEMNT C - Schedule
 - d. ATTACHEMNT D - Logistic Plan
3. The Contract Agreement between the Construction Manager and the Owner shall supersede and prevail for any conflicts between the contract documents and the CM Owner Agreement that are not addressed in this GMP Estimate.
4. Electronic Documents will be provided to the Construction Manager at no cost.
5. GMP Estimate pricing is based on manufacturer standard colors where specific information has not been provided stating otherwise.

6. All water intrusion prevention testing including testing of mock-up, building envelope testing, chamber testing, exterior skin and glazing testing shall be provided and paid for by the Owner's testing agency. Construction Manager will assist in the coordination of this testing.
7. Pricing assumes the site will be closed to the public during construction and be available to Reeves Young and our subcontractors for parking and material storage.
8. The Contractor (CM) shall be paid for any damage repair or relocations required relevant to below-grade utilities that are not indicated on the contract documents as existing or to be relocated (provided there is no willful misconduct on the part of the Contractor (CM) during the discovery process or normal working activities).
9. There are many occurrences of the Documents indicating a requirement for the Contractor to provide Delegated Design Services, to Sign and Seal Documents, to construct a building component or system to a Performance Requirement with an Architect or Engineer Verification, or to simply meet a performance requirement. This estimate does not account for Reeves Young, nor our subcontractors accepting of the indicated design and/or performance responsibility for the following: architectural louvers, plumbing and mechanical systems and equipment.
10. Documents are labeled as "Permit Submittal." Any comments from reviews are not included and Reeves Young reserves the right to adjust pricing after documents are revised from review comments.
11. Cost is included for steel material escalation. Due to a very volatile market, we have included an allowance for anticipated cost increases.
12. Cost is included for and Workers Compensation (WC), General Liability (GL), and Builders Risk Insurance.
13. Cost is included for Payment and Performance Bond.
14. Cost is included for a 2% Construction Contingency and a 2% Escalation Contingency. The Design Contingency has been reduced to 0%

Exclusions:

1. Cost associated with payment for testing (including materials testing, soil compaction testing, building envelope testing, chamber / cavity testing, special inspections, commissioning, air monitoring, abatement testing, closure reports, NPDES monitoring) other than re-testing required due to non-conformance
2. Cost associated with Permitting including Plan Review Fees, Land Disturbance Permit, Building Permit, Variance Permit, Air Rights Permit, GDOT Permit, Certificate of Occupancy Fee.
3. Electronic as-built documents (two sets of red line as-built drawings will be provided to the Owner at the end of the project)
4. Cost loaded schedule
5. Cost associated with comments and inspections from state and local authorities resulting in changes to the scope of work and or contract documents during the construction process
6. LEED, EarthCraft or any other Green Building Requirements
7. Davis-Bacon wage rates
8. Pest Control (prior to turn over)
9. Subcontractor payment and performance bonds

Division 2 – Existing Conditions

Qualifications:

1. None.

Exclusions:

1. Unforeseen conditions and underground hidden conditions including but not limited to underground debris, old foundations, tanks, hazardous materials, unsuitable soils or unsuitable soil bearings, groundwater and dewatering cost associated with groundwater, rock removal or its replacement materials and excess topsoil.
2. Fill materials for the replacement of unforeseen conditions as listed above.
3. Hazardous materials.
4. Flow Testing of Existing Utilities.
5. Physical and in pipe camera examination of existing water and sewer utilities.

Division 3 – Concrete

Qualifications:

1. Reeves Young assumes no design responsibility for structural design.
2. Cost is included for sidewalks to be 3,000 psi as noted on sheet C15.
3. Cost is included for all equipment pads to be 6” thick.
4. Cost is included for the Dumpster Enclosure slab as 7” thick.
5. Cost is included for #5 hairpins for the Shed foundation.
6. All foundations are assumed earth formed.
7. Class B formwork finish is included for exposed areas and Class C for unexposed areas.

Exclusions:

1. Wet curing of concrete
2. Soil reinforcement or enhancements required due to poor soils.
3. Below slab drainage.
4. Specialty concrete admixtures.
5. Colored concrete.
6. Conduit under exterior slabs for future work/connections.

Division 4 - Masonry

Qualifications:

1. Cost is included for mortar as an allowance. See the Summary of Allowances below.

Exclusions:

1. Mockup Panels.

Division 5 - Metals

Qualifications:

1. Cost is included to furnish and install the Mezzanine as an allowance. See the Summary of Allowances below.
2. Cost is included for nineteen (19) steel bollards.

Exclusions:

1. Architectural louvers.

Division 6 – Wood, Plastics and Composites

Qualifications:

1. None.

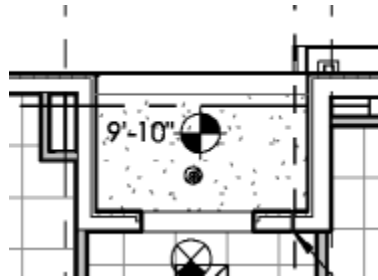
Exclusions:

1. None.

Division 7 – Thermal and Moisture Protection

Qualifications:

1. Cost is included for Stucco at the door alcove ceilings (see below).



Exclusions:

1. Sprayed Fire Fireproofing (type IIB Construction)

Division 8 - Openings

Qualifications:

1. Hollow metal door frames are included as seam welded frames and are not fully welded. All hollow metal frames are three sided, no sidelites or transoms are included.
2. Cost includes manufacturer standard factory test reports for water and air infiltration of glazing systems. No additional field testing of glazing systems is included and is assumed to be completed by Owner 3rd party testing & inspection vendor should it be required.
3. Exterior storefront system included as YKK YES45TU 2"x4-1/2" thermal storefront framing in standard Class I anodized finish with center set Vitro Solarban 60 1" insulated Azuria LowE glazing. Exterior spandrel glass above door included as a standard color frit.

Exclusions:

1. FRP doors, security doors & frames.
2. Hollow metal frames with sidelites and/or transoms (not listed in Door Schedule).
3. Factory finish paint on prefinished doors.
4. Bituminous coatings at doors and frames (only for frames installed in CMU partitions).
5. Automatic entrances and door operators.

Division 9 - Finishes

Qualifications:

1. Cost is included for 2x2 USG Beech in Conference Room 103.
2. Lead times dependent on final selections.

Exclusions:

1. Drywall partitions at the exterior wall of the Mezzanine.
2. Insulation at exterior walls.
3. Level 5 drywall finish.
4. Window shade pockets.
5. Paint PT-3 as none found.
6. Wall graphics.

Division 10 – Specialties

Qualifications:

7. Cost is included for flagpoles as an allowance. See the Summary of Allowances below.
8. Cost is included for Spacesaver Corporation RaptorRAC metal storage shelving.
9. Cost is included for building identification signage as an allowance per Specification 101400. See the Summary of Allowances below.
10. Cost is included for monument sign as an allowance per Specification 101400. See the Summary of Allowances below.

Exclusions:

1. None.

Divisions 11 and 12 – Equipment, and Furnishings

Qualifications:

1. Cost is included for residential appliances as an allowance. See the Summary of Allowances below. The following is included:
 - a. Ten (10) Frigidaire Refrigerators
 - b. Five (5) Whirlpool Dishwashers
 - c. One (1) Whirlpool Range / Oven
 - d. One (1) Whirlpool Washer
 - e. One (1) Whirlpool Dryer
 - f. One (1) Frigidaire Ice Maker
2. Cost is included for laboratory casework countertops as 3 cm Dekton Sirocco with no build-up edge. Countertops will be in three different pieces (shown as one piece in 2/A800) and will not have a cove backsplash.
3. Cost is included for three (3) projection screens as an allowance. See the Summary of Allowances below.

Exclusions:

1. Supply and installation of Owner furnished lab equipment including but not limited to: Autoclaves, Drying Ovens, Muffle Furnace, Vacuum Pump, Flask Scrubber, Ph Meter, Fume Hoods, Reagents Fridges, BOD Incubator, or Culligan System.
2. AWI QCP labels.

Division 21 – Fire Suppression

Qualifications:

1. Cost is included for a wet sprinkler system.
2. Cost is included for one (1) spare sprinkler cabinet at fire riser. Cabinet shall be equipped with no more twelve (12) sprinklers and one wrench.
3. Adequate water pressure is assumed available to support sprinkler demand.

Exclusions:

1. Dry system for Mezzanine.
2. Pre-action, deluge, or FM 200 type systems.
3. Fire pump
4. Galvanized and Stainless-Steel piping.
5. Storage tanks.
6. Freeze protection and/or heat tape.
7. Special Insurance Underwriter Requirements.

Division 22 – Plumbing

Qualifications:

1. Piping for plumbing systems is included as follows:
 - a. Domestic Water – copper type L with insulation above grade
 - b. Domestic Water – copper type K below grade
 - c. Sanitary Waste & Vent – SCH40 PVC DWV below and above grade
 - d. Process Waste & Vent – Orion no-hub pipe & fittings / Blueline FRPP
 - e. Gas Piping - polypropylene below grade
 - f. Gas Piping - black steel pipe above
 - g. Compressed Air Piping - Copper
2. Cost includes compressed air piping and connections. All reels and equipment to be furnished and installed by Owner.

1. Cost includes an allowance to furnish and install sink P-12 and sink P-13. Plumbing Schedule on P-201 is an integral sink to countertop and is not possible to do with specified countertop material. See the Summary of Allowances below.

Exclusions:

1. Delegated design of any plumbing system
2. Vacuum pump lines, accessories & pumps per keynote 16 on P1.03 by Owner
3. Water softener systems for appliances and equipment
4. Radon gas removal systems
5. Seismic bracing and vibration isolation on plumbing systems
6. Manhole holding tanks and leak detection system per Spec 226600 - Chemical Waste System, not indicated in plans

Division 23 – HVAC

Qualifications:

1. Cost includes one lab exhaust fan by Labconco, budgeted at \$1500 as exact model has not been specified.
2. Cost includes programmable thermostat controls only.
3. Cost includes test & balance of HVAC systems. All duct to be cleaned of any construction debris prior to TAB service. We have not included costs for duct cleaning.
3. Cost includes standard white finish on all diffusers and grilles.
4. Seismic bracing requirements for HVAC systems cannot be determined until completion of delegated design submittals. We have assumed manufacturer seismic testing reports will meet submittal requirements and that bracing is not required at this time.

Exclusions:

1. Service maintenance agreement
2. Delegated design of any HVAC component
3. HVAC shop drawings
4. BMS controls system
5. Certified SMANCA duct cleaning
6. Duct leakage testing
7. Refrigerant leak detection
8. UV paint or aluminum jacketing of exterior refrigerant piping

Division 26 – Electrical

Qualifications:

1. Cost is included for conduits, boxes, pull-strings for Div. 27 and 28 LV systems:
2. Cost is included for Fire Lite fire alarm system.
3. Cost is included for connection of Owner provided generator and ATS.

Exclusions:

1. 200kW Generator and ATS switches including startup and training.
2. Wall as noted in Note #8 on sheet E501.
3. Tele Data System and cabling.
4. Access Control System and Cabling.
5. CCTV System and Cabling.
6. Audio Visual Systems and Cabling.
7. MATV/CATV/SATV System and Cabling.
8. AOR System and Cabling.
9. Security/Intrusion System and Cabling.

- 10. First Responders radio booster (ERRC) system.
- 11. EV Chargers Equipment.

Division 31 - Earthwork

Qualifications:

- 1. Cost is based on a balanced site with all excess topsoil being wasted on-site.

Exclusions:

- 1. Scarification and moisture adjustment of subgrade soils.
- 2. Haul-off or haul-in of soil material
- 3. Final Property Survey – Certified or Other.
- 4. Post As-built Hydrology Study and Reports.
- 5. Certified Structural Settlement Survey.
- 6. Easement application and associated fees.
- 7. Chemical drying of soils.
- 8. Temporary dewatering.
- 9. Permanent dewatering.
- 10. Settlement monitoring systems.
- 11. Soil reinforcement or improved foundations required due to poor soils.

Division 32 – Site Improvements

Qualifications:

- 1. Cost is included for heavy duty asphalt as 8" GAB base, 2" of 19mm binder (Type B) and 2" of 9.5mm (Type F) surface course.
- 2. Asphalt prices are based on current liquid asphalt price published by GDOT. Price may be adjusted based on the liquid asphalt price at time of placement.
- 3. Cost is included for the island located in the GDOT right-of-way to be concrete.
- 4. Cost is included for 6' perimeter slatted chain-link fence, and 4' detention pond chain link fence.

Exclusions:

- 1. Watering of landscape past 1 year from Substantial Completion.
- 2. Irrigation system for landscaping.

Division 33 - Utilities

Qualifications:

- 1. Cost is included for the secondary site drainage piping as HDPE.

Exclusions:

- 2. Utility Meter, Tap, Connection and Impact Fees / Cost including but not limited to water, sewer, gas, storm water, electrical, etc.
- 3. Relocation of Existing Overhead Utilities including but not limited to AT&T, Georgia Power, Verizon, etc.
- 4. Damage to and accommodations for existing utilities not represented on contract documents (CM/GC will use location services prior to any excavations and proper due diligence).
- 5. Gas Meter and Service Line(s) from gas main to the building.
- 6. Disruption of existing utility services.
- 7. Flow Testing of Existing Utilities.
- 8. Physical and in pipe camera examination of existing water and sewer utilities.
- 9. Water quality devices.

Freddy, please contact me directly should you have any questions or require additional information.

Cordially,
Reeves Young



James Ferguson, Senior Preconstruction Manager - Reeves Young

jferguson@reevesyoung.com

cc: Ben Starks, Project Architect – Clark Patterson Lee
Chad McLeod, President – Reeves Young
Mike Iezzi, Project Executive - Reeves Young

SUMMARY OF ALLOWANCES

1. Brick mortar - \$18.00/bag
2. Furnish and install mezzanine - \$85,000
3. Remediation of concrete floor slabs per Spec 090561 - 1.03 - \$10,000
4. Residential Appliances - \$15,008
5. Projection Screens - \$2,250
6. Building Identification Sign per Specification 101400- \$15,000
7. Monument sign per Specification 101400- \$20,000
8. Flagpoles - \$10,000
9. Furnish and install sinks P-12 & P-13 with faucets - \$4,000



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Pension Fund Investment Advisor Quarterly Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Segal Marco Advisors has submitted their quarterly invoice. This invoice is budgeted and paid from the Pension fund account in the amount of \$18,000.00. It is recommended for approval.
LEGAL:	N/A

 Segal Marco Advisors

INVESTMENT SOLUTIONS

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

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

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

January 12, 2023

Invoice #: 451412
Reference #: 17462 - 001 - 202311

For investment consulting services rendered :

**In the period December 1, 2022
through February 28, 2023.....** 18,000.00

Total Invoice: \$18,000.00



INVESTMENT SOLUTIONS

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

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

January 12, 2023

Invoice #: 451412
Reference #: 17462 - 001 - 202311

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

REMITTANCE ADVICE

Total Balance Due: \$18,000.00

PLEASE PAY WITHIN 30 DAYS.

Remittance Information

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Everbridge Annual Costs
DEPARTMENT SUMMARY RECOMMENDATION:	The Everbridge invoice representing the annual cost for this service which totals to \$10,190.60. This budgeted purchase is recommended to Council for payment.
LEGAL:	N/A



Meeting: February 2, 2023 Item 15.

INVOICE

Everbridge, Inc
155 N. Lake Ave., Suite 900
Pasadena CA 91101
United States
818-230-9786
www.everbridge.com

Acct. No.	Date	Invoice #
9561	01/21/2023	M74026

Bill To	Customer
Attn: Rebecca Bohlander City of Cartersville P.O. Box 1390 Cartersville GA 30120 United States	Attn: Rebecca Bohlander City of Cartersville 1 North Erwin Street Cartersville GA 30120 United States

PO #	Quote Number	Sales Rep
	Q-119077	Boudreau, Sarah

Payment Terms	Payment Notes	Due Date	Currency
Net 30		02/20/2023	USD

Billing Start Date	Billing End Date	Category
01/29/2023	01/28/2024	

Item	Description	Quantity	Net Annual	Pro-Rate	One Time Credit	Amount
101-01-11-1027-000	Everbridge Community Engagement	23,740	1,718.61	0.00		1,718.61
101-11-11-0254-000	Mass Notification Base	23,740	8,471.99	0.00		8,471.99

Total	\$10,190.60
--------------	--------------------

Remittance Slip

Customer Number	Invoice #	Amount Due	Amount Paid
9561 City of Cartersville	M74026	\$10,190.60	

Make Checks Payable To
 Everbridge Inc.
 Attn: Accounts Receivable Dept.
 PO Box 92506
 Las Vegas, NV 89193-2506

FOR OVERNIGHT COURIER SERVICE:
 Everbridge Inc.
 c/o WAB Lockbox Operations Box # 92506
 5976 Euclid St
 Las Vegas, NV 89120

WIRES / ACH PAYMENTS SHOULD BE SENT TO:
 Bridge Bank, a division of Western Alliance Bank
 ABA or Routing number: 121143260
 Account number: 0101355022
 For Credit to: Everbridge Inc

For Receiving International Wires in USD Only:
 Swift Code: BBFXUS6S
 For Canadian payments: HST#858007263

Please call or email Everbridge Accounts Receivable Department at (818) 230-9786 or Accounts.Receivable@everbridge.com for any questions and for any international payments other than USD to receive wire instructions.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Water Meters for Stock
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The attached quote is for one pallet of 3/4” Sensus iPerl meters plus ancillary metering equipment from the sole source supplier, Kendall Supply for \$36,870.60. These are the same meters and equipment being installed in the AMI project. This represents between 4-6 month’s supply at present. The items are all in stock and available for immediate delivery.</p> <p>We recommend approval to purchase these meters. This is a budgeted item to be paid from account #505.3320.52.2390.</p>
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Duo MFA Support Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	I am requesting approval to pay \$10,552.60 to CDWG for annual support of our Cisco 2 factor authentication system. This system is used on all city computers and servers for added login security. This is a budgeted item.
LEGAL:	N/A



Thank you for choosing CDW. We have received your quote.

Meeting: February 2, 2023 Item 17.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

STEVEN GRIER,

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

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

Convert Quote to Order

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NDNS998	1/4/2023	2023 CISCO DUO RNWL		\$10,552.60

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Duo Security Standard Multi-Factor Authentication (MFA) - license - 1	380	5859145	\$27.77	\$10,552.60
Mfg. Part#: DUO-MFA Sub508861 Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)				

SUBTOTAL	\$10,552.60
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$10,552.60

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



Sales Contact Info

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

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

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

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

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Fiber Pathway Installation
DEPARTMENT SUMMARY RECOMMENDATION:	This item is for the construction and installation of a fiber pathway to be built to 3 spec buildings near Hillview Ave. and Apex Dr. The total amount is \$17,339.75 from NCI. This is not a budgeted item, but will be funded with the 2020 SPLOST. We recommend this installation for your approval.
LEGAL:	N/A

1/10/2023



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

Thank you for giving Network Cabling Infrastructures the opportunity to provide you with a proposal for the 10 Hillview Ave project. Please take the time to review the below scope of work and feel free to contact me if you have any questions or concerns.

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

Safety Standards:

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

Assumptions:

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

Bill Of Materials			
DESCRIPTION	UNITS	UNIT PRICE	EXTENDED PRICE
MATERIAL			
(2700) ft Fiber Pulling (HDPE installed by NCI)	2700	\$ -	\$ -
(1150) ft Install Tracer	1150	\$ -	\$ -
(1135) ft Directional Bore (1) 2" HDPE	1135	\$ -	\$ -
(1) ea Install 24"x36"x36" (Handhole With Gravel)	1	\$ 7.18	\$ 7.18
(1) ea Install Test Stations	1	\$ -	\$ -
LABOR			
(2700) ft Fiber Pulling (HDPE installed by NCI)	2700	\$ 0.75	\$ 2,025.00
(1150) ft Install Tracer	1150	\$ 0.10	\$ 114.71
(1135) ft Directional Bore (1) 2" HDPE	1135	\$ 13.00	\$ 14,755.85
(1) ea Install 24"x36"x36" (Handhole With Gravel)	1	\$ 400.00	\$ 400.00
(1) ea Install Test Stations	1	\$ 37.00	\$ 37.00

Material: \$ 7.18
 Labor: \$ 17,332.56
 Total: \$ 17,339.75

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

Scope of Work

Provide and Install (1) 2" HDPE (1,135') from the existing utility pole to the newly placed hand holes for buildings 100, 200 & 300.

Install (1) 24"x36"x36" hand hole at existing utility pole.

Install (1) Test staion at new hand hole.

Install (2,700') of fiber optic cable one flat drop to each building.

Install (1,150') of Tracer.

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

Sincerely,

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Purchase of Power DMS
DEPARTMENT SUMMARY RECOMMENDATION:	I am requesting approval for the renewed subscription of Power DMS, which is a database used to organize our training, state certification, field training, and CALEA files. This database saves manpower hours and makes us more efficient and effective. The yearly subscription cost for this database is now \$9,942.60. This is a budgeted purchased and will be paid for utilizing federal asset forfeiture funds and 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 : January 24, 2023
Ref : Purchase of Power DMS

I am requesting approval for the renewed subscription of Power DMS, which is a database used to organize our training, state certification, field training, and CALEA files. This database saves manpower hours and makes us more efficient and effective. The yearly subscription cost for this database is now \$9,942.60. This will be paid for utilizing federal asset forfeiture funds and the e-save and e-verify documents are on file.

Contract Details		Order Details	
Account Number: A-215356		Order #: Q-159031	
Customer: Cartersville Police Department (GA)		Order Date: 3/1/2023	
Sales Rep: Salesforce Administrator		Valid Until: 3/1/2023	
		Subscription Start Date: 3/1/2023	
		Subscription Term (months): 12	
Customer Contact		Billing Contact	
Billing Contact:	Cartersville Police Department (GA) Cartersville Accounts Payable	Billing Contact Email:	ap@cityofcartersville.org
Address:	P.O. Box 1390 Cartersville, GA 30120	Phone:	(770) 607-6226
		Fax:	
Payment Terms			
Payment Term:	Net 60	Notes:	User tier 60-69
PO Number:			
Subscription Service			

Item	Type	Start Date	End Date	Qty	Total
PowerPolicy Professional Subscription	Recurring	3/1/2023	2/29/2024	69	\$7,789.40
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	3/1/2023	2/29/2024	69	\$1,003.20
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	3/1/2023	2/29/2024	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	3/1/2023	2/29/2024	1	\$0.00
View Standards Manual electronically.					
TOTAL:					\$9,942.60

This price does not include any sales tax.

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Service Order 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.

Terms & Conditions 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, "NEOGOV") and Customer, this Service Order and the services to be furnished pursuant to this Service Order 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.



t 800.749.5104 f 407.210.0113
www.powerdms.com
101 S. Garland Ave, Ste 300 Orlando, FL 32801



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

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 2, 2023
SUBCATEGORY:	Grant Application/Acceptance
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	FY 2023 GEMA Homeland Security Grant Program Funding
DEPARTMENT SUMMARY RECOMMENDATION:	<p>I am requesting approval to apply for a GEMA Homeland Security Grant (FY 2023) to purchase a total of 10 Ballistic Shields, six (6) 24" x 36" portable shields and four (4) 70' x 31" Level IV Portable Response Barriers, and 10 fully equipped optics/flash suppressors/rail lights Daniel Defense MK18, 5.56 caliber tactical rifles.</p> <p>The portable response barrier shields are critical to active shooter response at any large structure(s), specifically the City of Cartersville School buildings. The smaller shields will be deployed daily by members of the Uniformed Patrol Division, Criminal Investigations Division and Drug Task Force. The tactical rifles will be issued to members of the Cartersville Police Department's Tactical Team.</p> <p>The total cost of these ballistic shields is \$61,564.00 and the total cost of the rifles is \$32,270.00. I will be requesting the entire cost of the ballistic shields and rifles. Your support and consideration are requested in reference to this grant application.</p>
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 : February 23, 2023
Ref : FY 2023 GEMA Homeland Security Grant Program funding

I am requesting approval to apply for a GEMA Homeland Security Grant (FY 2023) to purchase a total of 10 Ballistic Shields (six (6) 24" x 36" portable shields and four (4) 70' x 31" Level IV Portable Response Barriers) and 10 fully equipped (optics/flash suppressors/rail lights) Daniel Defense MK18, 5.56 caliber tactical rifles.

The portable response barrier shields are critical to active shooter response at any large structure(s), specifically the City of Cartersville School buildings. The smaller shields will be deployed daily by members of the Uniformed Patrol Division, Criminal Investigations Division and Drug Task Force. The tactical rifles will be issued to members of the Cartersville Police Department's Tactical Team.

The total cost of these ballistic shields is \$61,564.00 and the total cost of the rifles is \$32,270.00. I will be requesting the entire cost of the ballistic shields and rifles. Your support and consideration are requested in reference to this grant application.

BlueRidge Armor LLC
1495 College Ave Ste 150192
Spindale, NC 28160 US
info@blueridgearmor.com
blueridgearmor.com



Estimate

ADDRESS

LT. Ryan Albright
Cartersville Police Department

SHIP TO

LT. Ryan Albright
Cartersville Police
Department

ESTIMATE # 3476**DATE 11/02/2022****EXPIRATION DATE 01/02/2023****SALES1**

Estimate: 3476

ACTIVITY	QTY	RATE	AMOUNT
Shield IIIA:BR-WMX4-24X36-IIIA-VVP-FF1200 BlueRidge Armor WMX4 24"x36" Level IIIA Vengeance Viewport, FF1200 LUMEN LED Light - COLOR: BLACK	6	3,584.00	21,504.00
sub:ID Placard - COREBOND POLICE 6" WHT ID PLACARD - CORE-BOND - POLICE WHITE 6"	6	50.00	300.00
PORTABLE RESPONSE BARRIER LEVEL IV	4	9,895.00	39,580.00
Shipping SHIPPING FOR LINE 1 & 2	4	45.00	180.00

ESTIMATE DOES NOT INCLUDE SHIPPING FOR LINE 3

Estimate: 3476 does not include any taxes or fees

SUBTOTAL	61,564.00
TAX	0.00
TOTAL	\$61,564.00

Accepted By

Accepted Date



GT Distributors of Georgia
 P.O. Box 458
 Rossville GA 30741
 (706) 866-2764 Ext. 0000

Quote: QTE0022410
 Meeting: February 2, 2023 Item 20.
 Page: 1

Bill To:

Cartersville Police Dept. - GA
 PO BOX 1390
 Cartersville GA 30120

Ship To:

Cartersville Police Dept. - GA
 195 Cassville Road
 Cartersville GA 30120

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
DD MK18	003781	04	FACTORY DIRECT	NET 30	0/0/0000	2,382,475
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
10	DD-02-088-07327	Daniel Defense MK18; 5.56; Black	EA	\$1,499.00	\$14,990.00	
10	TRI-2200006	Trijicon 1x25 MRO 2.0MOA Adj Red Dot, Lower	EA	\$525.00	\$5,250.00	
10	SF-SOCOM556-MINI-B	Surefire Socom 5.56 Suppressor Black End Mo	EA	\$959.00	\$9,590.00	
10	SF-SF3P-556-1/2-28	Surefire 3 Prong Flash Hider 1/2-28 Threads M	EA	\$139.00	\$1,390.00	
10	STL-88066	Streamlight ProTac Railmount HL-X Flashlight 1	EA	\$105.00	\$1,050.00	

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Thank you, Bruce Robins

Subtotal	\$32,270.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$32,270.00