



**CARTERSVILLE**  
**CITY COUNCIL MEETING**  
Council Chambers, Third Floor of City Hall  
Thursday, November 17, 2022 at 7:00 PM

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**AGENDA**

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**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. November 3, 2022

**SECOND READING OF ORDINANCES**

2. FY2022 Budget Ordinance Amendment

3. Pension Ordinance

**CONTRACTS/AGREEMENTS**

4. Non-Discretionary Investment Consultant Agreement

**BID AWARD/PURCHASES**

5. Pension Fund Actuarial Valuations and Benefit Statements

6. Bienville Parrish Tax Bill

7. Everbridge Notification System Renewal

[8.](#) Fiber Pathway Installation

[9.](#) Annual Firefighter Physicals

#### **CONTRACTS/AGREEMENTS**

[10.](#) Inspection Reporting Agreement

#### **GRANT APPLICATION/ACCEPTANCE**

[11.](#) Fire Equipment Grant Application

#### **ENGINEERING SERVICES**

[12.](#) WTP Expansion Assessment

#### **BID AWARD/PURCHASES**

[13.](#) Slide Gate Installation

#### **CERTIFICATION**

[14.](#) Stormwater Permit NOI

#### **MONTHLY FINANCIAL STATEMENT**

[15.](#) September 2022 Financial Report

#### **PRESENTATIONS**

[16.](#) Tennessee Street Corridor Study

#### **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](http://www.cityofcartersville.org)**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Council Meeting Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	November 3, 2022
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Council Minutes from November 3, 2022 are uploaded for your review and approval.
<b>LEGAL:</b>	NA

City Council Meeting  
10 N. Public Square  
November 3, 2022  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

**WORK SESSION**

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

Mayor Santini closed Work Session at 6:21 P.M.

**OPENING MEETING**

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Roth.

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

Absent: Jayce Stepp, Council Member Ward Two; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six

**REGULAR AGENDA**

Keith Lovell, Assistant City Attorney stated that with only three (3) Council Members being present, Mayor Matthew Santini would be required to vote and reminded Council Members that it take four (4) votes to pass an item.

**COUNCIL MEETING MINUTES**

**1. October 20, 2022 Council Meeting Minutes**

Council Member Roth made a motion to approve the October 20, 2022 Meeting Minutes. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

**SECOND READING OF ORDINANCES**

**2. T22-04: West Ave.**

**Applicant: Tillman Family LLLP**

Randy Mannino, Planning and Development Director, stated this was a text amendment to Chapter 26, Zoning, Article IX, Office-Commercial Zoning District, Sec. 9.5.2 (A), Permitted Uses, to allow private parks as an allowed use with a Special Use permit.

This amendment is to allow the applicant to construct a private ballfield on their property. Special Use permit application SU22-04 is also submitted for consideration.

Planning Commission recommends approval, 5-0.

Public hearing was opened.

Lauren Noll, 114 Old Mill Rd., came forward to represent the application and to answer any questions from Council.

With no one else to come forward, the public hearing was closed.

Council Member Roth made a motion to approve T22-04: West Ave. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

**Ordinance No. 28-22**

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 IX-OFFICE-COMMERCIAL ZONING DISTRICT, SECTION 9.5.2 (A), PERMITTED USES, is hereby amended by deleting section (A) in its entirety and replacing it as follows:

- Adolescent treatment facilities.
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).\*
- Art galleries.
- Assembly halls.
- Automotive and truck sales or rental (properties fronting an arterial or major collector street only) (SU).\*
- Automotive specialty shops.
- Barber shops.
- Beauty salons.
- Brewpub.
- Catering, carry-out and delivery.
- Clinics (excludes veterinary clinic).
- Clubs or lodges (noncommercial) (SU).\*
- Construction contractors:
  - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
  - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
  - ▲ Special trade contractors; including, but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Colleges and universities.
- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).\*
- Financial establishments.
- Funeral homes (crematories may be allowed in conjunction with a funeral home with approval of a special use).\*
- Group homes (SU).\*
- Gymnasiums/health clubs.
- Halfway houses.

- Homeless shelters (SU).\*
- Hospices.
- Hospitals.
- Hotels.
- Institutions of higher learning, business colleges, music conservatories, and similar institutions.
- Laboratories (medical and dental).
- Laundromats.
- Laundry/dry cleaning pick-up stations.
- Libraries.
- Medical offices (excludes veterinary).
- Microbreweries (SU).\*
- Museums.
- Nursing home facilities.
- Offices, general.
- Office parks.
- Outdoor golf driving ranges.
- Parking garages.
- Parking lots.
- Parks, private (SU)\*
- Pet grooming.
- Personal care homes (SU).\*
- Places of assembly (SU).\*
- Plant nurseries.
- Printing establishments.
- Public utility facilities.
- Pubs or taverns.
- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).\*
- Research laboratories.
- Restaurants.
- Retail, general.
- Retail package stores (including liquor and malt beverages and/or wine sales) only in a multi-tenant shopping center development consisting of a minimum of five (5) business suites and additionally, that detached, stand alone, retail package stores shall not be permitted.
- Retirement centers (SU).\*
- Reupholstery shop.
- Schools, private (SU).\*
- Service stations.
- Stadiums.
- Theaters.

- Wholesale sales office.
- \* Special use approval required.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: October 20, 2022  
SECOND READING: November 3, 2022

  
MATTHEW J. SANTINI, MAYOR

ATTEST:   
JULIA DRAKE, CITY CLERK



**PUBLIC HEARING – 2<sup>ND</sup> READING OF ZONING/ANNEXATION REQUESTS**

**3. SU22-04: West Ave. Applicant: Tillman Family LLLP**

Mr. Mannino stated this Special Use permit is to allow a private park to be developed on (2) Tillman Family properties identified as Tax ID C023-0001-007 and C023-0001-008. Total property area is approximately 34 acres.

The private park will be for the development of a youth baseball practice field or fields on a Pay-Per-Use model for teams needing practice facilities. Under the current O-C zoning, private parks are not an allowed use. Private parks are an allowed use in the adjacent R-20 (Residential) zoning district.

Text amendment, T22-04, is the amendment to add private parks to the O-C zoning district permitted uses.

Planning Commission recommends approval, 5-0.

Public hearing opened.

Lauren Noll returned to the podium to represent the application.

With no one else to come forward to speak for or against the application, the public hearing was closed.

Council Member Cooley made a motion to approve SU22-04: West Ave. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

**4. SU22-03: 315 Industrial Park Rd.**

**Applicant: Cash Environmental**

Mr. Mannino stated this Special Use permit request is to allow a Waste Transfer Station at 315 Industrial Park Rd for municipal waste and construction debris. Zoning is Heavy Industrial. The applicant, Cash Environmental, was also a partner with Envicare, LLC who were approved for a similar special use permit on adjacent property at 375 Industrial Park Rd in 2019, SU19-07.

Planning Commission recommends approval with conditions (4-1).

Conditions proposed are as followed per letter dated November 3, 2022 from Brandon Bowen, applicant attorney.

1. No bare permeable ground conditions on the Premises in use. All grounds on the Premises that are used for traffic or transfer operation shall be covered with asphalt, concrete or crusher run base. (There will be a buffer, unused and landscaped areas that are obviously not paved.)
2. All buildings shall be 3-sided metal buildings with walls that extend from the ceiling to the floor. Buildings shall have opening facing away from Goolsby property (C061-0001-005).
3. All buildings must have concrete floors that can easily be drained and cleaned.
4. Wash water shall be collected in detention pond before entering undisturbed area behind facility.
5. All structures will be constructed with an overhead vapor ducting system to spray odor eliminators (ecosorbindustrial.com) that shall spray continuously while the facility is open and operating.
6. Ten foot (10') undisturbed buffer along east property line with Goolsby property (C061-0001-005).

Public hearing opened.

Brandon Bowen, 15 S Public Sq., came to the podium to represent the applicant.

With no one else to come forward to speak for or against the application, the public hearing was closed.

Council Member Hodge made a motion to approve SU22-03: 315 Industrial Park Rd. with proposed conditions. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

**BID AWARD/PURCHASES**

**5. 2023 GA UPC Annual Membership Fee**

Michael Dickson, Gas Department Director, stated we are required by state law to be a member of the Georgia Utilities Protection Center. This is our annual membership fee invoice in the amount of \$14,572.80 and is split between all of the City utilities. It is a budgeted item and Council’s approval of this invoice is recommended.



Council Member Cooley made a motion to approve the 2023 GA UPC Annual Membership Fee. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

**6. Easement Acquisition Services**

Sidney Forsyth, Water Department Director, stated currently, the Water Department has three (3) pipeline projects in various stages of design. The projects are:

- Waterford 36” sewer main relocation
- Atco-Pettit Creek aerial sewer crossing relocation
- Grassdale Road water main relocation

Continuing, Mr. Forsyth stated that pricing had been received for easement acquisition services from BM&K Construction and Engineering and have previously utilized this firm for these services and were satisfied with the results. Approval was recommended for BM&K Construction and Engineering to negotiate and acquire both permanent and temporary construction easement property, in accordance with approved easement drawings for each respective project, for an amount not to exceed \$30,400.00

These are budgeted projects, and fees will be paid from the appropriate expense account for each project.

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

**7. Health and Vision Insurance Renewal**

Dan Porta, City Manager, stated City staff met with One Digital, our health insurance agent, to review the health insurance proposals for 2023. Currently, city employees are covered through Anthem (BC/BS) Insurance with the option of Point of Service (POS) or a Health Savings Account (HSA) insurance plan. Anthem first proposed a 14.6% rate increase on our account for 2023 and we had One Digital go out to the market to obtain proposals from other companies. A few proposals were received with United Healthcare offering a 3.2% discount over expiring rates and due to this Anthem reduced their renewal increase to a 4% rate increase. Based on previous experience with UHC and the fact that Anthem discounts for medical services are typically greater than other carriers, it was recommended to stay with Anthem with a 4% rate increase for 2023.

Also, One Digital has provided the Vision Insurance renewal from Anthem which is a voluntary insurance (employee pays 100% of premium) at the same premium. These are budgeted items. Approval was also recommended for the renewal of health and vision insurance coverage with Anthem Insurance for 2023.

Council Member Hodge made a motion to approve the Health and Vision Insurance Renewal. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

**8. Directional Bore - Aquafil**

Derek Hampton, Electric Department, stated The Electric Department is requesting authorization to hire our contractor, Southern Utility Group, to perform a directional bore across

the parking lot at Aquafil to serve power to their expansion. The bid amount is \$21,110. We are requesting a cost not to exceed \$24,000. This is a budgeted expense.

Council Member Roth made a motion to approve the Directional Bore – Aquafil. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

**9. Power Quality Monitor**

Mr. Hampton stated the Electric Department needs to purchase a new Power Quality Monitor. We received a quote from PMI for \$12,080.68 and are requesting authorization to purchase the monitor from PMI for that price. This is a budgeted expense.

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

**10. Panasonic Toughbooks**

Scott Carter, Fire Chief, stated the Fire Department was requesting permission to purchase five (5) Panasonic Toughbook computers and assorted mounting hardware for fire department apparatus. These computers are utilized in the field to provide a direct connection between responders and Bartow 911, pre-incident plans and full digital access while responding to and mitigating emergencies. Cartersville IT staff obtained two quotes for this project, Prologic ITS in the amount of \$23,605.51 and CDW-G in the amount of \$18,777.99. We request permission to purchase from our low bid source, CDW-G, in the amount of \$18,777.99. This is a 2020 SPLOST project through Cartersville Fibercom.

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

**11. Withdraw Approved Training Maintenance Project**

Chief Carter stated during the regular Council Meeting on October 20, 2022 Mayor and Council approved an Inspection and Certification of our Class B Fuel Training System located at the Joint Training Facility on Paga Mine Rd. The approval of this project was in the amount of \$21,094.24 and was to be paid for by a 50/50 split between Bartow County and the City of Cartersville.

Since October 6th, there have been significant changes that may cause a massive increase to the project. Once we have a better understanding of the true scope, we will return with a proposal that we feel is more sound and efficient use of our funds. We ask that Mayor and Council repeal their approval of the Inspection and Certification of our Class B training systems as presented during the regular session on October 6, 2022.

Council Member Roth made a motion to withdraw the approval for the Training Maintenance Project. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

**12. PSHQ Annual HVAC Maintenance Agreement**

Chief Carter stated approval was recommended for the annual HVAC maintenance agreement for Cartersville Public Safety Headquarters.

There were two proposals. Georgia Mechanical of Suwanee, Georgia for an annual fee of \$15,324.84 and Maxair Mechanical of Marietta for an annual fee of \$15,909.00. There is a difference between the two for \$584.16.

We are recommending Maxair due to the past performance of Georgia Mechanical who held the contract over the last year. This is a budgeted item and within budget. We request approval of the bid from Maxair Mechanical for the HVAC Maintenance in the amount of \$15,909.00.

Council Member Roth made a motion to approve the PSHQ Annual HVAC Maintenance Agreement. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

**13. Cargo Van**

Freddy Morgan, Assistant City Attorney, stated the FiberCom Department is requesting authorization to replace vehicle #140 (2001 Honda Passport) with a cargo van. Three bids were received for the cargo van: Calmes Holdings submitted a bid of \$66,000 and Prater Ford submitted two bids- (a) Ford Transit cargo van with the Adrian steel package \$35,991.88 and (b) Ford Transit cargo van with the Ranger design \$36,440.88. FiberCom has chosen the Ford Transit cargo van with the Adrian steel package for \$35,991.88 for submittal.

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

**14. Water Department Administrative Complex Generator**

Mr. Morgan stated an RFP was issued for a Kohler natural gas generator, (2) two automatic transfer switches, and the installation of the bid equipment that closed on 10-31-2022. Nixon Power Services was the only bidder and provided a qualified total bid of \$170,660.00.

We are asking for approval to award the bid to Nixon Power Services because of the estimated generator delivery time of 54 weeks. This is a budgeted item and is recommended to award this bid to Nixon Power Services in the amount up to \$170,660.00.

Council Member Roth made a motion to approve the Water Department Administrative Complex Generator. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

**CONTRACTS/AGREEMENTS**

**15. Contract Amendment to Municipal Judge Services**

Mr. Morgan stated the initial contract from January 2022 for Municipal Judge Services did not include compensation for jail visits and warrant requests. The amendment includes the compensation for these duties and it is presented for approval.

Council Member Hodge made a motion to approve the Contract Amendment to Municipal Judge Services. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

**FIRST READING OF ORDINANCES**

**16. Pension Ordinance**

Mr. Morgan stated an RFP was issued for a consultant/investment advisor for the Pension Board that closed on 6-23-2022. After receiving (14) fourteen qualified proposals, the Pension Board narrowed down the list and selected (4) four finalists. After interviewing the finalists, the Pension Board voted and selected Segal Marco Advisors to replace our current consultant/investment advisor.

This was a first reading and would be voted on at the next City Council Meeting scheduled for Thursday, November 17, 2022.

**17. FY2022 Budget Ordinance Amendment**

Tom Rhinehart, Finance Director, stated After Completion of the Fiscal Year 2021-22 close, the General Fund, Special Revenue funds, and the SPLOST Fund’s budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds.

This was a first reading and would be voted on at the next City Council Meeting scheduled for Thursday, November 17, 2022.

**GRANT APPLICATION/ACCEPTANCE**

**18. School Safety and ALICE Training**

Frank McCann, Police Chief, stated The P.D. applied for a grant from the Georgia Criminal Justice Coordinating Council for school safety and Alert, Lockdown, Inform, Counter, Evacuate (ALICE) active shooter response for law enforcement training, ten Daniel Defense MK-18 rifles, and ten defensive shields on August 15, 2022. The grant was recently approved in the amount of \$123,881.00 with a local match of \$23,881.00 (federal asset forfeiture funds). Approval was requested to move forward with the grant and pay the local match \$23,881.00 (federal asset forfeiture funds) and allow the Mayor to sign any and all required documents. This is not a budgeted amount, but funds are available.

Council Member Roth made a motion to approve the School Safety and ALICE Training. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

**19. Governor’s Office of Planning and Budget Grant**

Chief McCann stated the Police Department was requesting approval to apply for a Governor’s Office of Planning and Budget Grant (FY 2022) to purchase 56 Tasers. The cost of the 56 tasers is \$201,600.00.

Council Member Hodge made a motion to approve the police department to apply for the Governor’s Office of Planning and Budget Grant. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

**OTHER**

**20. Speed Detection Permit Renewal**

Chief McCann stated the speed detection permit for the City of Cartersville will expire on December 31, 2022. This Memorandum is a request that the City Council authorize the Mayor to sign all necessary letters and forms relating to the renewal of our permit.

Council Member Hodge made a motion to approve Speed Detection Permit Renewal. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

**21. Seized Vehicle**

Chief McCann stated on September 15, 2022, one of our officers assigned to the DEA Task Force seized a 2016 Nissan Sentra valued at \$16,000.00. The Department of Justice (DOJ) requires the PD to get approval from the Mayor, City Council, and City Manager to receive this vehicle. This vehicle will be put into our fleet for undercover purposes. Once this vehicle is forfeited we will be required to pay 20 percent of the value to DOJ which will be paid for out of federal asset forfeiture funds. This is not a budgeted amount, but funds are available. We will also be required to keep this vehicle for two years.

Council Member Roth made a motion to approve Seized Vehicle. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

**ADJOURNMENT**

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

Meeting Adjourned at 7:27 P.M.

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:  
/s/ \_\_\_\_\_  
Julia Drake  
City Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Finance
<b>AGENDA ITEM TITLE:</b>	FY2022 Budget Ordinance Amendment
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	After Completion of the Fiscal Year 2021-22 close, the General Fund, Special Revenue funds, and the SPLOST Fund’s budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.
<b>LEGAL:</b>	None

**Ordinance**  
**of the**  
**City of Cartersville, Georgia**  
**Ordinance No. \_\_\_\_\_**

**NOW BE IT HEREBY ORDAINED** by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2021 – 2022 budget.

**2021 - 2022 Budget Summary**

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
<b>Revenues</b>	<b>\$31,771,430</b>	
<b>Expenditures:</b>		
Legislative		\$ 3,310,960
Administration		\$ 1,302,885
Finance Dept.		\$ 1,492,445
Customer Service Dept.		\$ 733,225
Police		\$ 7,453,875
Fire		\$ 9,142,450
Municipal Court		\$ 320,255
Public Works		\$ 2,820,030
Recreation		\$ 3,815,590
Planning & Development		\$ 1,379,715
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 1,070,680	\$ 1,070,680
SPLOST – 2003	\$ 31,375	\$ 31,375
SPLOST – 2014	\$ 50,000	\$ 50,000
SPLOST - 2020	\$ 4,646,300	\$ 4,646,300
DEA	\$ 317,250	\$ 317,250
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,367,275	\$ 1,367,275
Motor Vehicle Rental Tax	\$ 93,845	\$ 93,845
Grant Funds	\$ 4,476,870	\$ 4,476,870
Development Fees	\$ 14,780	\$ 14,780
Tax Allocation District	\$ 293,505	\$ 293,505
American Rescue Plan Act 2021	\$ 113,655	\$ 113,655
Cartersville Building Authority	\$ 845,825	\$ 845,825
Supplemental Disaster Recovery	\$ 14,065	\$ 14,065







## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Pension Ordinance
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	An RFP was issued for a consultant/investment advisor for the Pension Board that closed on 6-23-2022. After receiving (14) fourteen qualified proposals, the Pension Board narrowed down the list and selected (4) four finalists. After interviewing the finalist, the Pension Board voted and selected Segal Marco Advisors to replace our current consultant/investment advisor.
<b>LEGAL:</b>	Reviewed by Archer & Lovell

Ordinance No. \_\_\_\_\_

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 16 – PERSONNEL. ARTICLE II. – EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC 16-51. – ADOPTED; SHORT TITLE; DEFINITIONS, subsection (a), is hereby deleted in its entirety and replaced as follows:

1.

Sec. 16-51. Adopted; short title; definition.

(a) The Cartersville Retirement Plan was created on April 15, 1973 with Lincoln National Life Insurance Company, Fort Wayne, Indiana, and in 2011 the plan’s assets were transferred over to Benefit Trust Company, a Kansas company, a copy of which is on file in the Office of the City Manager. In 2021, the plan’s assets were transferred to the Salem Trust Company, a copy of the Agreement is on file at the City Clerk’s Office. The retirement plan and all of its business shall be transacted and all of its funds shall be invested by Segal Marco Advisors; and, all of its cash, securities and other property, shall be held in trust by Salem Trust Company, for the purposes set forth in this plan.

2.

All other existing provisions of Sec. 16-51 not changed herein, shall remain as is.

3.

This Ordinance Amendment shall become effective December 1, 2022.

4.

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Non-Discretionary Investment Consultant Agreement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	An RFP was issued for a consultant/investment advisor for the Pension Board that closed on 6-23-2022. After receiving (14) fourteen qualified proposals, the Pension Board narrowed down the list and selected (4) four finalist. After interviewing the finalist, the Pension Board voted and selected Segal Marco Advisors to replace our current consultant/investment advisor. We recommend Segal Marco Advisors for consideration for approval by the Mayor and City Council effective 12-1-2022.
<b>LEGAL:</b>	Reviewed by Archer & Lovell

## Non-Discretionary Investment Consulting Agreement

**THIS INVESTMENT CONSULTING AGREEMENT** (the “ICA” and together with together with any Statement of Work(s) (“SOW”) issued hereunder, the “Agreement”) between **Segal Advisors, Inc. (doing business as Segal Marco Advisors)** a New York corporation, with its principal place of business at 333 West 34<sup>th</sup> Street, New York, NY 10001-2402 (“Segal Marco”), and the **City of Cartersville**, with its principal place of business at 1 North Erwin Street, Cartersville, Georgia 30120, United States (“Client”) is made effective as of **December 1, 2022** (the “Effective Date”). Segal and Client will also be referred to herein individually as a “Party” and jointly as the “Parties”.

### 1. Services, Authority and Service Limitations.

- (a) **Services.** Segal Marco will provide the investment consulting services described more fully in the SOW annexed hereto as Attachment 1 (the “Consulting Services”). Segal Marco may from time to time, at the Client’s request and at a price agreed upon by both Parties, provide additional services (“Additional Services” and, together with the Consulting Services, the “Services”). Additional Services and the fees for such Additional Services will be set forth in an additional SOW. The execution of an SOW, specifically referencing this Agreement, is an agreement by and between the Segal Marco and Client. Each SOW is subject to and incorporates the terms and conditions of this ICA by reference. For the avoidance of doubt, this Agreement does not cover actuarial, consulting and other services provided by The Segal Group Inc.’s other operating subsidiaries (d/b/a Segal and Segal Benz).
- (b) **Registration and Standard of Care.** Segal Marco is and will, throughout the term of this Agreement, continue to be registered with the Securities and Exchange Commission (“SEC”) as an investment adviser pursuant to the Investment Advisers Act of 1940 (the “Advisers Act”). In providing the Services, Segal Marco will act in accordance with the fiduciary obligations required under the Advisers Act and will discharge its duties with the care and loyalty of a reputable investment adviser and in accordance with its obligations as a registered investment adviser.
- (c) **No Discretionary Authority.** Segal Marco’s authority is limited to providing the recommendations and advice set forth in the SOW. Segal Marco does not have, and will not exercise, any authority to control or manage Client’s assets. Client retains absolute discretion over, and responsibility for, deciding what, if any, action to take in connection with Segal Marco’s recommendations or advice.
- (d) **Service Limitations.** Segal Marco does not and will not: (i) have any responsibility with respect to any securities lending program in which Client take part; (ii) provide advice or counsel with regards to individual securities within Client’s portfolio; or (iii) vote proxies or exercise shareholder rights on Client’s

behalf. Further, Segal Marco will not review or advise on any private fund co-investment<sup>1</sup> opportunities, regardless of whether or not Segal Marco recommended or provides ongoing advice or advisory services with respect to the private fund investment.

Client retains absolute discretion over, and responsibility for, deciding what, if any, action to take in connection with the foregoing.

- (e) **Custody of Assets.** Segal Marco will not take possession or physical custody of Client's assets. Client is responsible for retaining a bank or other entity (e.g. broker, insurance company) to maintain Client's assets (the "Custodian"). The Custodian is solely responsible for the safekeeping of the cash, securities and other property and for the consummation and settlement of all purchases, sales, deliveries and investments. While Segal Marco may assist Client in preparing instructions for Custodian, Segal Marco will not effectuate any buy/sell orders on Client's behalf.
- (f) **No Tax or Legal Advice.** Segal Marco does not provide legal advice and will not negotiate or prepare any legal documents for or on Client's behalf. While Segal Marco may identify investment options that take into account Client's tax status, Segal Marco does not provide tax advice and is not responsible for any taxes that result from Client's investments. Prior to entering into any agreements with investment managers, Client should consult its own legal counsel and/or tax advisors as appropriate. Further Segal Marco will not: (i) act for Client in any legal proceedings, (including bankruptcies or class actions) related to Client's investments; (ii) file any governmental reports, returns or filings on Client's behalf; or (iii) prepare any accounting or actuarial documents for Client. Segal Marco will, however, respond to any reasonable requests for information in connection with the foregoing. From time-to-time, Segal Marco may assist Client to negotiate fees with investment managers and/or be able to obtain fee discounts that benefit all clients.
- (g) **Third Party Services.** Client acknowledges that it is solely responsible for paying other fees and expenses to third parties incurred in connection with the management and administration of its investments and for any taxes owed as a result of any investment activity. These include, but are not limited to, legal fees, accounting/tax preparation fees, custodial fees and investment management fees.

## 2. Term and Termination

- (a) **Term.** The term of this Agreement will commence on Effective Date and continue in effect until **November 30, 2025** (the "Initial Term"), unless earlier

<sup>1</sup> A "private fund co-investment" refers to an opportunity to make a minority investment directly into a portfolio company (or non-diversified investment) alongside a fund manager (and its other clients) in a private market transaction, spanning the range of private equity, real estate, hard asset classes, but most often focused on buyouts, recapitalizations and growth capital transactions.

terminated by a Party in accordance with Section 2(b) of this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for successive additional terms of twelve (12) months each unless Client or Segal Marco gives written notice to the other at least sixty (60) days before the expiration of the then current term. If the Parties fail to agree upon a mutually acceptable renegotiation of the terms of this Agreement prior to the expiration of the Initial Term or any subsequent term, then this Agreement shall continue in full force and effect and all terms and conditions contained herein shall continue to apply and be enforceable for any subsequent term. Notwithstanding the foregoing, should any SOW for Additional Services entered into during the Initial Term or any subsequent term require that Additional Services be performed beyond the expiration or termination of this IMA, the terms of that SOW shall remain in full force and effect until the expiration or termination of such SOW.

- (b) **Termination.** Either Party may terminate this MCA or any SOW upon at least sixty (60) calendar days' written notice, or such shorter period as may be required by applicable law or as set forth in an SOW.
- (c) **Termination upon election of new City Council.** Within thirty (30) days of the seating of a new City Council, said Council shall have the right to terminate this agreement pursuant to the requirements in 2(b) above.

### Fees and Expenses

- 3. (a) **Fees.** Segal Marco's fee for the Services will be set forth in the applicable SOW. Unless the Parties mutually agree in writing otherwise, at the conclusion of the Initial Term and annually thereafter, Segal Marco's fee for any ongoing retainer services will automatically increase by 2.5%.
- (b) **Expenses.** Unless otherwise expressly set forth in a SOW, Client will reimburse Segal Marco for any reasonable expenses incurred in connection with providing the Services. Additionally, if Segal Marco is requested or compelled to participate in actual or anticipated disputes, investigations, arbitrations, litigation or other dispute resolution proceedings (each an "Action") as a result of its relationship with Client, Client will reimburse Segal Marco for all reasonable costs (including, but not limited to, Segal Marco time spent and costs incurred in connection with responding to subpoenas and other document requests) and fees, including attorney's fees, that Segal Marco incurs, during or after the term of this Agreement, except where Segal Marco is itself a party to such Action.
- (c) **Invoices and Payment.** Unless otherwise set forth in the applicable SOW, Segal Marco will bill fixed annual retainer fees quarterly in advance and hourly-time charges monthly in arrears. Segal Marco will bill for permitted expenses incurred as soon as practicable. All sums are payable in United States dollars. All undisputed invoices (or portions thereof) will be paid by Client within thirty (30) days of receipt by electronic funds transfer (e.g. ACH or wire) in immediately available funds, as specified in the applicable invoice. If, within forty-five (45) days of the invoice date, Segal Marco has not received payment for any

undisputed fees or expenses payable hereunder, Segal Marco will assess a late payment fee equal to the lower of (i) the highest interest rate permitted under applicable law or (ii) 2% interest per month, until such fees and/or expenses are paid in full. Upon termination of this Agreement, Segal Marco will be compensated for all work performed up until the date of Termination.

#### Information, Reliance and Ownership.

4. (a) **Client Information.** Client agrees to supply to Segal Marco (either directly or through Client's agents and representatives) on a timely basis all of the documentation and information reasonably needed by Segal Marco to perform the Services ("Client Information"). Segal Marco will have the right to reasonably rely on the accuracy and completeness of Client Information and will have no responsibility for independently verifying or checking Client Information for accuracy or completeness. Specifically, Segal Marco may rely on the transaction statements and market value of Client's assets as reported by the Client's custodian and/or Client's investment managers. Client acknowledges that Segal Marco cannot and does not verify the reported value of assets. Client agrees that it will notify Segal Marco promptly upon gaining knowledge of any material change to the Client Information. Segal Marco acknowledges that Client Information is and shall remain the sole and exclusive property of Client.
- (b) **Third-Party Information.** Client acknowledges that, in providing the Services, Segal Marco will rely on information obtained by it from a wide variety of public and private sources ("Third Party Information"), including (by way of example and not as a limitation) commercially marketed databases and services; manager regulatory filings (e.g. Form ADV) and periodic responses to questionnaires. Client acknowledges that, although Segal Marco believes that Third Party Information is reliable, Segal Marco cannot verify or guarantee the accuracy or validity of Third Party Information. Further, Segal Marco cannot and does not guarantee that Third Party Information will be available on a uniform basis. Client acknowledges that Third Party Information may include material non-public ("insider") information and that Segal Marco is prohibited by law from disclosing or acting upon such insider information.
- (c) **Segal Marco Information.** Client acknowledges that, in providing the Services, Segal Marco will distribute or make available certain proprietary materials ("Segal Marco's Proprietary Information"), including, but not limited to Manager Research Reports, output from Segal Marco's investment manager database, software, know-how, techniques, methodologies and report formats. Except to the extent that they are or incorporate Segal Marco's Proprietary Information, all documents, data, and other tangible materials authored or prepared and delivered by Segal Marco to Client under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of Client, once paid for by Client. To the extent that Segal Marco's Proprietary Information is incorporated into such Deliverables, Client will have a perpetual, nonexclusive, worldwide, royalty-free license to use Segal Marco's Proprietary Information as part of the Deliverables internally and for their intended purposes. Segal Marco

will not have any responsibility or liability for use of any Deliverable in any manner other than for the intended purpose.

## 5. Confidentiality and Data Privacy.

- (a) **Confidential Information.** Confidential Information includes (i) Client Information; (ii) Segal Marco's Proprietary Information; and (iii) any other information clearly identified by a Party as confidential at the time of disclosure or that a reasonable person should understand to be confidential or proprietary in nature.

Confidential Information will not include information which: (i) is or becomes a part of the public domain through no fault of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure; (iii) is disclosed by the disclosing Party without restriction on disclosure; (iv) is independently developed by the receiving Party without reliance on the disclosing Party's Confidential Information; (v) is required to enforce a Party's rights hereunder; or (vi) is required to be disclosed by a governmental authority or pursuant to a subpoena, provided that to the extent not prohibited by applicable law, the receiving Party gives the disclosing Party a reasonable opportunity to contest the disclosure and/or seek any available protections for the Confidential Information.

- (b) **Obligations Related to Confidential Information.** With respect to a disclosing Party's Confidential Information, the receiving Party agrees to:
- (i) Not use or disclose Confidential Information for any reason other than the reason it was disclosed or as otherwise permitted by this Agreement (the "Purpose"), without the express permission of the disclosing Party;
  - (ii) Not misappropriate or use Confidential Information in order to intentionally damage the disclosing Party's business or reputation or otherwise gain a competitive advantage over the disclosing Party;
  - (iii) Only disclose, or otherwise make available, Confidential Information to those of its affiliates, officers, employees and agents ("Representatives") who have a legitimate need to know the Confidential Information in furtherance of the Purpose and have been made aware of the obligations of this Agreement and their responsibility for complying with those obligations. The receiving Party acknowledges that it is fully responsible for a breach of this Agreement by its Representatives; and
  - (iv) Notify the disclosing Party promptly upon becoming aware of any unauthorized use, disclosure or release of Confidential Information of which it is aware.
- (c) **Cybersecurity.** Segal Marco maintains procedures, consistent with industry standards and as required by law, to ensure the security of all data maintained on Segal's information technology systems. In addition, Segal Marco maintains a



reasonable and appropriate business continuity/disaster recovery program. Segal Marco agrees to provide Client with any information Client reasonably requests related to Segal Marco's information security protocols and disaster recovery program, provided that such information will be treated by Client as Confidential Information and not disclosed to any third party without Segal Marco's consent.

## 6. Disclaimers.

- (a) **No Responsibility for Current Position.** Segal Marco shall have no responsibility for the selection of Client's investments and investment managers made prior to the Effective Date (the "Existing Investments") or the performance of the Existing Investments prior to the Effective Date. Further, to the extent that the Existing Investments do not grant Client liquidity rights, Segal Marco shall not have any responsibility with regard to the performance of such Existing Investments at any time.
- (b) **Past Performance Does Not Guarantee Future Performance.** Client understands that investments fluctuate in value and that the prior performance of an investment manager or investment is not necessarily indicative of such investment manager or investment's future results. Client further understands that the value of an investment when sold may be greater or lesser than the original cost and that Client is assuming the market risk of all investments. Segal Marco does not warrant or guarantee any level of performance by any investment or investment manager or that any investment will be profitable over time and, unless Segal Marco has breached its responsibilities under this Agreement, Segal Marco will not be liable for the conduct or investment performance of any investment manager or investment.
- (c) **Non-Exclusive Services/Other Clients.** Client understands that Segal Marco provides investment consulting and advisory services to other clients, including those who may have similar investment objectives to Client. Consistent with its fiduciary duties to all of its clients, Segal Marco may give different advice and/or take different actions in the performance of its duties for such other clients. Nothing in this Agreement will be deemed to impose on Segal Marco any obligation to advise the Client in the same manner as Segal Marco may advise any other client(s). Where an investment opportunity may be appropriate for one or more of its clients and such opportunity may be limited, Segal Marco seeks to allocate opportunities among clients with similar objectives, policies and strategies in a manner, in good faith, believed to be fair and equitable.

## 7. Liability and Indemnification.

- (a) **Force Majeure.** Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, act or failure to act by a governmental body,

the elements, strikes or labor disputes, global pandemic or other cause beyond the control of such Party.

- (b) **Remedies.** SEGAL MARCO WILL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT OR IN TORT, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS (WHETHER OR NOT SEGAL MARCO HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY LOST PROFITS, APPRECIATION, EARNINGS, OR SAVINGS, OR FOR ANY CLAIMS AGAINST CLIENT BY ANY OTHER PARTY.

EXCEPT FOR CLAIMS ARISING OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BAD FAITH, FRAUD, OR BREACHES OF THE OBLIGATIONS OF CONFIDENTIALITY AND DATA PRIVACY PURSUANT TO SECTION 5 THIS AGREEMENT, SEGAL MARCO'S LIABILITY FOR DIRECT DAMAGES INCURRED BY CLIENT WILL NOT EXCEED THE FEES PAID TO SEGAL MARCO DURING THE TERM OF THIS AGREEMENT.

NOTHING IN THIS SECTION WILL ACT TO RELIEVE SEGAL MARCO FROM ANY RESPONSIBILITY, LIABILITY OR DUTY WHICH SEGAL MARCO MAY NOT DISCLAIM UNDER APPLICABLE FEDERAL OR STATE LAWS, INCLUDING ERISA AND THE ADVISERS ACT.

- (c) **Indemnification.**

(i) *Indemnification by Segal Marco.* Segal Marco will indemnify and hold harmless the Client, its trustees, officers, directors and employees ("Client Indemnitees") from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) that are finally determined to have resulted from Segal Marco's willful misconduct, gross negligence, bad faith, or Segal Marco's violation of applicable fiduciary duty in the performance of its obligations under this Agreement.

- (d) **Insurance.** Segal Marco is, and shall continue to be while performing Services, insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which Segal Marco is engaged, including, but not limited to, Professional Liability/Errors and Omissions insurance (which includes coverage for fiduciary acts), Employment Practices and Crime Insurance and Cyber Liability Insurance. A description and evidence of such insurance coverage shall be provided to Client upon request.

## 8. Regulatory and Other Disclosures.

- (a) **Form ADV.** As required by the Advisers Act, Segal Marco files a disclosure statement, Form ADV, with the SEC and maintains a brochure that contains all

information required by Form ADV, Part 2A. Client acknowledges receipt of the brochure and, if applicable, any brochure supplements (Form ADV, Part 2B), from Segal Marco before or at the time of entering into this Agreement.

Within 120 days of the end of each fiscal year, Segal Marco will deliver to the Client its current brochure, including a summary of material changes to the brochure from the previous year. Client consents to electronic delivery of Form ADV, Part 2 and all other documents required to be provided or disseminated by Segal Marco to Client under this Agreement or applicable law, rule or regulation.

- (b) Code of Ethics; Regulatory Policies and Procedures.** Segal Marco has adopted a written Code of Ethics and other policies and procedures designed to avoid violations of the Advisers Act. A copy of the Code of Ethics and other policies will be provided upon request.
- (c) Other Disclosure Obligations.** Segal Marco shall promptly notify Client in the event of any (i) change in Segal Marco’s status a registered investment adviser, (ii) change in control of Segal Marco or in the primary professionals assigned to provide the Services, (iii) any actual, material adverse change in Segal Marco’s financial condition, or (iv) any actual, material claim, investigation, audit, proceeding or litigation brought against Segal Marco or, to its knowledge, the Segal Marco Indemnitees, that Segal Marco reasonably believes, if proven true, could have a material impact on Segal Marco’s ability to provide the Services.

**9. Notices**

Any notices or other communications hereunder or with respect to this Agreement will be in writing and will be given to the Parties at the addresses set forth below:

If to Client, to:

City of Cartersville  
1 North Erwin Street  
Cartersville, Georgia 30120  
United States  
Attention: Freddy Morgan  
fmorgan@cityofcartersville.org

If to Segal Marco, to:

Segal Marco Advisors  
333 West 34<sup>th</sup> Street  
New York, NY 10001  
Attention: General Counsel  
Contract\_Notice@segalmarco.com

Copy to:

Jeffrey C. Boucek  
jboucek@segalmarco.com

Notices will be deemed to have been received upon the earlier of actual receipt thereof or, with respect to delivery (a) by electronic mail, upon confirmation of receipt, whether telephonically or by electronic transmission; (b) by overnight courier or overnight express mail, the next business day following delivery to such overnight courier or the U.S. Postal Service; and (c) by registered or certified mail, the fifth day following such delivery to the U.S. Postal Service. Any Party may change its notice address or email address number by written notice to the other.

10. **Governing Law; Waiver of Jury Trial.** The Parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the Parties are unable to agree between themselves, the Parties will submit the dispute to non-binding mediation in accordance with the Judicial Arbitration and Mediation Service (“JAMS”) as a condition precedent to the commencement of any legal proceeding hereunder. Except to the extent superseded by federal law, the validity, interpretation, enforceability, and performance of this Agreement will be governed by the laws of the State of Georgia. Unless otherwise agreed by the Parties, any dispute, controversy or claim arising out of or to enforce the terms of this Agreement may be brought in the exclusive jurisdiction of the Superior Court of Bartow County, Georgia or in the United States District Court for the Northern District of Georgia, as appropriate. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF THIS AGREEMENT.**

11. **General**

- (a) **Entire Agreement; Modification of Agreement.** This ICA, along with the applicable SOW(s) constitutes the entire agreement between the Parties regarding the furnishing of the Services and supersedes all prior oral or written understandings between the parties. Neither party has relied on any promises, representations, or warranties except as expressly set forth in this Agreement. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties.
- (b) **Severability and Waiver.** If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.
- (c) **Assignment of the Agreement.** A Party may only assign this Agreement with the other Party’s prior written consent, except that either party may assign this Agreement: (i) to any of its affiliates or subsidiaries (whether existing now or in the future); (ii) in connection with the transfer or sale of all or substantially all of its assets or business or business to which this Agreement relates or (iii) its merger or consolidation with another company. No assignment will discharge a

party from its obligations or duties under **Section 4 (Information and Ownership)**, **Section 5 (Confidentiality and Data Privacy)** and **Section 6 (Liability)** of this Agreement. This Agreement will be binding upon both Parties hereto, and their respective successors and assigns.

- (d) **No Third Party Beneficiaries.** This Agreement (and any amendment or addendum thereto) is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted assigns, and does not confer any rights or privileges upon any third parties, including any participant or beneficiary of Client.
- (e) **Survival of Terms.** The provisions of **Section 4 (Information and Ownership)**, **Section 5 (Confidentiality and Data Privacy)**, **Section 6 (Liability)**, **Section 8 (Governing Law; Waiver of Jury Trial)** and **Section 9 (General)** will survive the termination of this Agreement.
- (f) **Subcontractors and Sub-advisers.** Client understands and agrees that Segal Marco may, from time to time, consult with or receive services from subcontractors in connection with providing the Services under this Agreement.
- (g) **References.** The Client consents to Segal Marco listing the Client as a reference and/or as a client in a list of representative clients in responses to requests for proposals.
- (h) **Non-Solicitation.** While this Agreement is in effect, and for eighteen (18) months thereafter, Client agrees to not directly solicit for employment any Segal Marco employees directly involved in providing in any Services or otherwise induce such individuals to terminate their relationship with Segal Marco. The preceding sentence will not prohibit Client from considering for employment any Segal Marco employee or former employee who (i) seeks employment with Client in response to a general advertisement by Client or (ii) is identified in the course of employment searches by an independent third party retained by Client (so long as the search is not directed toward Segal Marco's employees).
- (i) **Independent Contractors.** Nothing in this Agreement shall make Segal Marco and Client partners, joint venturers, or otherwise associated in or with the business of the other. Segal Marco is and shall always remain an independent contractor. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities of the other Party, its agents, or employees. The Parties are not authorized to incur debts or obligations of any kind, on the part of or as agent for the other, except as may specifically be authorized in an SOW.
- (j) **Authority to Enter Agreement.**
  - (i) Segal Marco represents and warrants that: (A) it has all necessary power and authority to enter into this Agreement; (B) the person signing has been duly authorized to execute this Agreement on its behalf; (C) the execution and delivery of this Agreement and any action contemplated herein does not conflict with, or violate, any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party

or otherwise bound; (D) this Agreement is a valid and binding contract enforceable against it; and (E) to its knowledge, it is in compliance with all applicable law and regulation related to its performance pursuant to the terms of this Agreement.

(ii) Client represents and warrants that: (A) it has all necessary power and authority to enter into this Agreement; (B) the person signing has been duly authorized to execute this Agreement on its behalf, (C) the execution and delivery of this Agreement and any action contemplated herein does not conflict with, or violate, any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or otherwise bound; (D) this Agreement is a valid and binding contract enforceable against it; and (E) to its knowledge, it is in compliance with all applicable law and regulation related to its performance pursuant to the terms of this Agreement.

(k) **Counterparts.** This Agreement may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. Facsimile or other electronic copies (e.g., PDF) thereof will be deemed to be originals.

\* \* \* \* \*

*(Execution Page Follows)*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**SEGAL ADVISORS, INC.**

**City of Cartersville**

By:  
Name:  
Title:  
Date:  
By:  
Name: Jeffrey C. Boucek  
Title:  
Date:

By:  
Name:  
Title: Mayor  
Date:  
Attest:  
By:  
Name:  
Title: City Clerk  
Date:

On the 17th day of November, 2022, this agreement was recommended by the City of Cartersville, Georgia Retirement Board for consideration for approval by the Mayor and City Council of the City of Cartersville.

Retirement Board: \_\_\_\_\_

Attachments:

Attachment 1 – Statement of Work – Investment Consulting Services

## Statement of Work Investment Consulting Services

**THIS STATEMENT OF WORK (“SOW”)**, effective as of December 1, 2022 (the “Effective Date”), is entered into by the **City of Cartersville, Georgia** (“Client”) and **Segal Advisors, Inc., d/b/a Segal Marco Advisors** (for purposes of this SOW, “Segal Marco”) pursuant to the Investment Consulting Agreement dated as of December 1, 2022 entered into between the Parties as may be amended from time to time (the “ICA”), and shall be attached hereto and incorporated herein by reference. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the ICA. In the event of a conflict between the specific provisions of this SOW and the provisions of the ICA, the provisions of this SOW shall control.

1. **Segal Marco Authority.** Segal Marco’s authority is limited to providing the recommendations and advice set forth in this SOW. Segal Marco does not have, and will not exercise, any authority to control or manage Client’s assets. Client retains absolute discretion over, and responsibility for, deciding what, if any, action to take in connection with Segal Marco’s recommendations or advice.
  
2. **Investment Consulting Services.**
  - (a) **Meetings** A representative of Segal Marco will attend regularly scheduled quarterly meetings.
  
  - (b) **Investment Objectives and Policies.** Segal Marco will assist Client in developing an appropriate plan for the investment of Client’s assets that is consistent with Client’s overall goals and objectives and memorialized in writing (the “Investment Policy Statement”). The Investment Policy Statement is based off a number of factors, including Client’s current investment program, cash flow requirements, anticipated future needs, return objectives, risk tolerance and time horizon. From time-to-time, Segal Marco will review and recommend changes to Client’s Investment Policy Statement.

In addition to reflecting Client’s overall philosophy and goals, the Investment Policy Statement will identify criteria for selection of investment managers and procedures (e.g. methodology and timing intervals) for monitoring investment performance, along with guidelines related to asset allocation (the “Asset Allocation Policy”) intended to produce an appropriate expected rate of return for a given level of risk (e.g. permitted asset classes, allocation targets for each permitted asset class and permissible investments within each asset class).

**Asset Allocation Policy.** We will assist the Client in the development of an asset allocation policy for the Plan, for incorporation in the Plan’s investment policy statement. This may include a review of the Plan’s current investment program, cash flow requirements, actuarial characteristics, and participant and



beneficiary demographics. We also may consider the return objectives, risk tolerance and time horizon of the Plan.

In developing a recommended asset allocation, we may apply our capital asset pricing model, which takes into account: (a) the Plan's current or assumed asset classes to be considered; (b) historical performance of the market index relative to each asset class; (c) estimated return and risk characteristics of each asset class; (d) correlation between the asset classes; and (e) limitations on each asset class that may be imposed by the Plan's investment policy guidelines. Based on data from an analysis of the current Plan and the inputs to this model, we develop an array of portfolios with various asset allocation mixes and recommend for the Client's consideration one or more asset allocation policies. A recommended asset allocation policy proposes the asset classes in which the assets of the Plan may be invested, the portfolio of the Plan's portfolio to be allocated to each asset class, and a range of investments within each asset class. A recommended asset allocation policy will be intended to produce an appropriate expected rate of return for a given level of risk.

As part of our monitoring, we will report periodically on the Plan's assets compared to the asset allocation policy approved by the Client, and we may recommend, as appropriate and in accordance with the Plan's investment policy statement, action to rebalance the Plan's portfolio. Client is required to take any actions necessary to implement its asset allocation policy and any rebalancing from time to time.

- (c) **Investment Performance Reporting.** Segal Marco will review, measure and evaluate the investment performance of Client's assets and provide a written performance report on a quarterly basis. In conducting our evaluations, Segal Marco will not review the performance of assets that are not under the control of an investment manager.

Regular reporting will calculate: (i) the rate of return<sup>2</sup> for each investment manager, for each asset class, and for the portfolio as a whole; (ii) the distribution of assets by investment manager and asset class, in terms of market value and percent of assets; and (iii) the return volatility<sup>3</sup> for each investment manager, for each asset class, and for the portfolio as whole.

The report will also evaluate the extent to which the Investment Policy Statement has been met and whether it has affected investment results. As part of this evaluation, Segal Marco will measure the value of assets against the approved

<sup>2</sup> Rate of Return (RoR) is the net gain or loss on an investment over a specified time period, expressed as a percentage of the investment's initial cost. Our calculation of RoR will be based on the market value and transaction statements provided by the Custodian and/or your investment managers. As noted in Section 4(b) of the Agreement, Segal Marco cannot verify or guarantee the accuracy or validity of the information provided by the Custodian and/or your investment managers.

<sup>3</sup> as measured by standard deviation (a statistical measure of variance from the mean), Segal Marco will compare the risk characteristics to relevant market indices and, for each investment manager, a universe of similar investment managers.

asset allocation policy and may recommend that Client rebalance the portfolio to meet Client's asset allocation policy.

- (d) **Investment Manager Review.** Segal Marco will review and evaluate Client's investment managers and analyze each investment manager's capacity to effectively manage Client's assets. The review will be focused on an investment manager's performance, stated investment philosophy, investment style and the role it plays within the Investment Policy Statement and Asset Allocation Policy.

In reviewing performance, Segal Marco will compare a manager's investment results against relevant market indices, stated objectives and a universe of similar investment managers. Segal Marco will advise Client whenever, in our judgment, a manager's benchmark is not appropriate and recommend an alternative benchmark.

In reviewing investment philosophy and style, Segal Marco will review manager regulatory filings (e.g. Form ADV) and periodic responses to questionnaires. Segal Marco will analyze whether changes in organization structure, investment philosophy and process, professional staff and business practices impact the managers ability to effectively manage assets.

Segal Marco will also review each manager's trading practices, proxy voting guidelines, and investment management fees; however, review of these practices, guidelines and fees is limited to a review of the reasonableness of the stated practice. Segal Marco will not monitor or verify conformance with stated practices.

- (e) **Investment Manager Search and Selection.** Based upon Segal Marco's review of performance and the investment managers, Segal Marco may recommend the addition, replacement or termination of one or more investment managers. If Client decides to make a change in its investment manager line-up, Segal Marco will identify appropriate investment managers for Client's consideration. Segal Marco will prepare a written report that provides a comparative analysis of the candidate investment managers. Segal Marco will then meet with Client to review the report and assist Client in selecting finalist candidates. Additionally, upon Client's request, Segal Marco can: participate in finalist interviews, assist in identifying a single candidate Segal Marco believes most suitable and assist in negotiating the business points of Client's agreement with the chosen candidate.

In identifying appropriate investment managers, Segal Marco's research team conducts due diligence reviews of candidate investment managers, including meetings with representatives of candidate firms, applying both qualitative and quantitative factors, and performing proprietary analysis. Segal Marco maintains individual profiles of management firms and subscribe to various independent

services, which provide computerized data with regard to management firms' activities, resources and results.

- (f) **General Consulting.** Finally, Segal Marco is available for general consultation on investment-related topics. Segal Marco will notify Client if any request is beyond the scope of our engagement, expertise or qualifications. If Segal Marco anticipates that a request will involve an expenditure of significant time or out-of-pocket expenses, Segal Marco will advise Client of the estimated cost and proceed only with Client's consent.

### 3. Fees and Expenses.

- (a) **Professional Fees.** Segal Marco's annual fee for the Investment Management Services is \$72,000.00 for the Initial Term. Effective December 1, 2025 and annually thereafter Segal Marco's fee will automatically increase by 2.5%.
- (b) **Expenses.** Segal Marco's fee is inclusive of all anticipated expenses in connection with the Investment Management Services. In the event that Segal Marco incurs unusual or unexpected expenses in the course of providing the Investment Management Services, Segal Marco will bill such expenses without markup.
- (c) **Billing.** Notwithstanding Section 3(c) of the IMA, Segal will bill its fees quarterly in advance.
- (d) **Service and Fee Modifications.**
- (i) In the event that the scope of work under this SOW materially changes, the Parties will execute a mutually agreed upon change order setting forth any changes to the services, deliverables, and/or fees under this SOW.
- (ii) Additionally, if as a result of circumstances beyond Segal Marco's control, Segal is required to spend significantly more time than anticipated in performing the Investment Management Services, Segal Marco will inform Client and may bill for such services on a time charge basis.

4. **Term.** Unless otherwise agreed by the Parties in writing, this SOW shall run concurrently with the ICA.

5. **Agreement.** The signatures below indicate agreement by the Parties to the terms and conditions set forth in this SOW. This SOW may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. Facsimile or other electronic copies (e.g., PDF) thereof will be deemed to be originals. This signed SOW constitutes authorization for Segal Marco to begin provision of the Services described herein and Segal Marco agrees to commence such Services promptly upon receipt of a full-executed copy of this SOW.

\* \* \* \* \*

*Execution Page Follows*

**IN WITNESS WHEREOF**, the Parties have executed this SOW as of the Effective Date.

**SEGAL ADVISORS, INC.**

**City of Cartersville**

By:  
Name:  
Title:  
Date:  
By:  
Name: Jeffrey C. Boucek  
Title:  
Date:

By:  
Name:  
Title: Mayor  
Date:  
Attest:  
By:  
Name:  
Title: City Clerk  
Date:

On the 17th day of November, 2022, this agreement was recommended by the City of Cartersville, Georgia Retirement Board for consideration for approval by the Mayor and City Council of the City of Cartersville.

Retirement Board: \_\_\_\_\_



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Pension Fund Actuarial Valuations and Benefit Statements
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Southern Actuarial Services has submitted the invoice for the completion of our annual actuarial valuations and individual benefit statements as of July 1, 2022. This invoice is paid from the Pension fund account in the amount of \$15,000.00 and is a budgeted item. It is being presented for Council approval.
<b>LEGAL:</b>	N/A



Meeting: November 17, 2022 Item 5.

POST OFFICE BOX 000943  
Atlanta, Georgia 30356-0343  
Telephone 770.392.0980  
Facsimile 770.392.2193

Ms. Ann Trent  
Human Resources Director  
City of Cartersville  
P.O. Box 1390  
Cartersville, GA 30120

# INVOICE

**INVOICE NO:** 722-1022  
**DATE:** October 20, 2022  
**PAYMENT DUE BY:** November 19, 2022

PROJECT	DESCRIPTION	FEE
722-84	Actuarial valuation and individual benefit statements as of July 1, 2022, submitted October 18, 2022	\$15,000.00
<b>TOTAL DUE</b>		<b>\$15,000.00</b>

Please remit the total amount shown above on or before the payment due date.  
Clients that submit payment in a timely manner will be given priority over clients who owe past due amounts.

Please make all checks payable to Southern Actuarial Services Company, Inc.  
If you have any questions concerning this invoice, please call (770) 392-0980.

*WE APPRECIATE YOUR BUSINESS!*



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Bienville Parrish Tax Bill
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This is the annual property tax bill for our natural gas storage facility in Louisiana. The bill is in the amount of \$8,266.58. This is a budgeted item and Council's approval is recommended.
<b>LEGAL:</b>	N/A





**SHERIFF JOHN E. BALLANCE**  
**BIENVILLE PARISH SHERIFF'S OFFICE**  
 PO BOX 328  
 ARCADIA, LA 71001-0328  
 PHONE: 318-263-2215 EXT 2306 OR 2307

**2022**

Meeting: November 17, 2022 Item 6.

**TAX STATEMENT**

TAX YEAR: 2022  
 TAX NOTICE #: 2100006200  
 PARCEL #: 2100006200

**TOTAL TAX DUE: \$8,266.58**

078396

CARTERSVILLE, CITY OF  
 ATTN: GAS DEPARTMENT  
 PO BOX 1390  
 CARTERSVILLE GA 30120-1390

9172  
 2100006200

**TAXES WILL BECOME DELINQUENT  
 JAN. 1ST WITH AN INTEREST RATE OF  
 1% PER MONTH FOR UNPAID TAXES  
 AFTER DECEMBER 31, 2022**

CLASS OF PROPERTY	ASSESSED VALUE	HOMESTEAD	EXPLANATION	MILLAGE	TAX DUE
INVENTORIES & MERC	75,487	0	(20) N.B.P. FIRE	6.81	514.07
			(40) REC. DIST 1	3.37	254.39
Assessed Value:	75,487		(PW) B.P. ASSESSOR	2.10	158.52
Homestead Exemption:	0		(PW) CONST. SCHOOL BOARD	5.99	452.17
Taxable Value:	75,487		(PW) COUNCIL ON AGING	1.02	77.00
			(PW) COURTHOUSE	2.50	188.72
			(PW) EMP. RET. SCHOOL BOA	25.07	1892.46
			(PW) EMP. SCHOOL BOARD	13.09	988.12
			(PW) LAW ENFORCE MAINTENA	8.44	637.11
			(PW) LAW ENFORCE OPERATIO	10.91	823.56
			(PW) LIBRARY TAX	4.03	304.21
			(PW) OPER. SCHOOL BOARD	7.93	598.61
			(PW) PARISH AD VALOREM	4.29	323.84
			(PW) REP. & UPKEEP SCHOOL	7.93	598.61
			(PW) ROAD MAINTENANCE	6.03	455.19
<b>Website for online payments: <a href="http://bienvillesheriff.org">bienvillesheriff.org</a></b>					
<b>Property Description: (COMPLETE DESCRIPTION AT COURTHOUSE)</b>				<b>TOTAL TAXES DUE:</b>	<b>\$8,266.58</b>
UNKNOWN					

PLEASE RETURN THE STUB BELOW WITH YOUR PAYMENT TO ASSURE PROPER RECORDING OF PAYMENT.

DETACH AND KEEP TOP PORTION



**SHERIFF JOHN E. BALLANCE**  
**BIENVILLE PARISH SHERIFF'S OFFICE**  
 PO BOX 328  
 ARCADIA, LA 71001-0328  
 PHONE: 318-263-2215 EXT 2306 OR 2307

**2022**  
**TAX STATEMENT**

TAX NOTICE #: 2100006200  
 PARCEL #: 2100006200

**TOTAL TAX DUE: \$8,266.58**

Check with your mortgage company to see if these have been paid before sending payment.

Website for online payments: [bienvillesheriff.org](http://bienvillesheriff.org)

**MAKE CHECKS PAYABLE TO:**

BIENVILLE PARISH SHERIFF'S OFFICE  
 PO BOX 328  
 ARCADIA, LA 71001-0328



**TAXPAYER:**

CARTERSVILLE, CITY OF  
 ATTN: GAS DEPARTMENT  
 PO BOX 1390  
 CARTERSVILLE GA 30120-1390

CHECK HERE IF OWNER OR ADDRESS IS INCORRECT, MAKE CORRECTIONS ON BACK



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 3, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Everbridge Notification System Renewal
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The cost for the annual renewal of the Everbridge Notification System is \$10,190.60 and will continue the contract through January 28, 2024. This renewal is submitted for your approval and is a budgeted item.
<b>LEGAL:</b>	The contract has been approved by the City Attorney.



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1-818-230-9700  
fax: +1-818-230-9505

www.everbridge.com

## Quotation

**Prepared for:**

Connie Salter  
City of Cartersville  
1 N. Erwin St.  
Cartersville GA 30120-3121  
United States  
Ph: (770) 387-5686  
Fax: +1.770.386.5841  
Email: csalter@cityofcartersville.org

**Quote #:** Q-119077  
**Date:** 11/3/2022  
**Expires On:** 1/26/2023  
**Confidential**

**Salesperson:** Brendan Cahill  
**Phone:**  
**Email:** brendan.cahill@everbridge.com

<b>Contract Summary Information:</b>	
Contract Period:	12 Months
Contract Start Date:	1/29/2023
Contract End Date:	1/28/2024

**Contact Summary:**

Household Count:	9,166
Employee Count:	

Qty	Description	Price
1	Mass Notification Base	USD 8,471.99
1	Everbridge Community Engagement	USD 1,718.61
1	Calculated Set Up Fee	USD 0.00

**Pricing Summary:**

Year One Fees:	USD 10,190.60
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 10,190.60</b>

**Messaging Credits Summary:**

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	1,500,000	0	1,500,000

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

\_\_\_\_\_

**Name (Print):**

**Title:**

\_\_\_\_\_

\_\_\_\_\_

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

\_\_\_\_\_

**Name (Print):**

**Title:**

\_\_\_\_\_

\_\_\_\_\_

155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	FiberCom
<b>AGENDA ITEM TITLE:</b>	Fiber Pathway Installation
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This is for the construction and installation of a fiber pathway to be built across the Etowah River on Highway 41 South. This bridge crossing will complete our new fiber route from our Erwin St. data center to Emerson. It will allow us to move our current primary fiber route that serves our locations south of the river. The total amount is \$90,611.00 from NCI. It is a budgeted item to be funded with the 2020 SPLOST and we recommend it for your approval.
<b>LEGAL:</b>	N/A

10/27/2022



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

Thank you for giving Network Cabling Infrastructures the opportunity to provide you with a proposal for the HWY 41 Bridge Crossing 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.

Bridge truck scheduled for five consecutive days with a single site delivery and pickup. Additional days or deliveries will incur additional cost at a rate of \$3,591.00 per delivery and \$2,010.96 per day.

<b>Bill Of Materials</b>			
DESCRIPTION	UNITS	UNIT PRICE	EXTENDED PRICE
<b>MATERIAL</b>			
(7600) ft Fiber Pulling (HDPE installed by NCI)	7600	\$ -	\$ -
(7000) ft Install Tracer	7000	\$ -	\$ -
(3575) ft Directional Bore (2) 1-1/4" HDPE	3575	\$ -	\$ -
(450) ft 2" Galvanized Rigid Conduit	450	\$ 15.80	\$ 7,110.18
(50) ea 2" minerlac	50	\$ 5.03	\$ 251.37
(50) ea 1-3/8" Beam Clamp	50	\$ 28.73	\$ 1,436.40
(5) day Bridge Truck Rental	5	\$ 2,010.96	\$ 10,054.80
(4) ea Install 24"x36"x36" (Handhole With Gravel)	4	\$ 7.18	\$ 28.73
(4) ea 2" 90 Degree Elbow	4	\$ 31.60	\$ 126.40
(4) ea 2" 45 Degree Elbow	4	\$ 21.55	\$ 86.18
(4) ea 2" Expansion Joints	4	\$ 574.56	\$ 2,298.24
(3) ea Install Marker Pole	3	\$ -	\$ -
(2) ea Install Test Stations	2	\$ -	\$ -
(2) ea Bridge Truck Delivery	2	\$ 1,795.50	\$ 3,591.00
(1) ea Fiber Pulling Aerial	1	\$ -	\$ -
<b>LABOR</b>			
(7600) ft Fiber Pulling (HDPE installed by NCI)	7600	\$ 0.75	\$ 5,711.02
(7000) ft Install Tracer	7000	\$ 0.10	\$ 698.25
(3575) ft Directional Bore (2) 1-1/4" HDPE	3575	\$ 13.00	\$ 46,477.68
(450) ft 2" Galvanized Rigid Conduit	450	\$ 20.62	\$ 9,276.75
(50) ea 2" minerlac	50	\$ -	\$ -
(50) ea 1-3/8" Beam Clamp	50	\$ -	\$ -
(5) day Bridge Truck Rental	5	\$ -	\$ -
(4) ea Install 24"x36"x36" (Handhole With Gravel)	4	\$ 450.00	\$ 1,800.00
(4) ea 2" 90 Degree Elbow	4	\$ -	\$ -
(4) ea 2" 45 Degree Elbow	4	\$ -	\$ -
(4) ea 2" Expansion Joints	4	\$ -	\$ -
(3) ea Install Marker Pole	3	\$ 30.00	\$ 90.00
(2) ea Install Test Stations	2	\$ 37.00	\$ 74.00
(2) ea Bridge Truck Delivery	2	\$ -	\$ -
(1) ea Fiber Pulling Aerial	1	\$ 1,500.00	\$ 1,500.00

Material:       \$ 24,983.31  
 Labor:           \$ 65,627.70  
 Total:           \$ 90,611.00

*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

Directional bore (3575 ft) of dual 1.25" HDPE conduit. Install (4) 24\*36\*36 handholes (provided by others). Install tracer wire and fiber optic cable (provided by others). Install marker poles and test stations (provided by others). Provide bridge truck and transportation for equipment. This scope does not include optional aerial install along Peachtree Street and Tennessee Street.

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](mailto:logan.ghorley@ncicabling.com)





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Bid Award / Purchase
<b>DEPARTMENT NAME:</b>	Fire
<b>AGENDA ITEM TITLE:</b>	Annual Firefighter Physicals
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Respectfully request approval of the 2022 Firefighter Clearance Physicals. This are conducted under the requirements of NFPA 1582 and OSHA Hazardous Materials Requirements. We are requesting approval for SiteMed to conduct these physicals and provide independent counseling to all firefighters concerning results. Our base price of \$25,115.00, is the same as last year. However, we may have additional cardiac screening and labs after the first round. We are asking for an amount up to but not to exceed \$30,000.00. This is a budgeted item and we appreciate your positive consideration.
<b>LEGAL:</b>	N/A





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Fire
<b>AGENDA ITEM TITLE:</b>	Inspection Reporting Agreement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This agreement is between the City of Cartersville and Life Safety Inspections Vault LLC. LIV will monitor all inspections of Suppression System for the Fire Department and the backflow preventers for our Water Department. This is done at no cost to the City of Cartersville. The City will be provided reports on current inspections and compliance through various fire suppression maintenance companies. This agreement is not an increase of requirements for our local businesses. It will allow the inspectors from both departments to monitor a process that is already in place and will be an efficient use of limited man-hours to deal with other pending issues. We respectfully request authorization for our Mayor to sign this agreement with Life Safety Inspections Vault LLC.
<b>LEGAL:</b>	The agreement has been reviewed, edited and approved by Archer & Lovell.

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), dated 12/01/2022 (“**Effective Date**”), is between Life Safety Inspection Vault LLC, an Idaho limited liability company (“**LIV**”), and City of Cartersville, a municipal corporation of the State of Georgia with a principal place of business at #1 N. Erwin St. Cartersville GA, 30120 (“**Client**”). The term “**Agreement**” means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

### SECTION 1. ENGAGEMENT; SERVICES; DUTIES

**1.1 Engagement.** Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client’s fire safety system permitting (collectively, the “**Services**”). LIV will provide the Services through LIV’s proprietary web based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the “**Vault**”). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV’s web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work (“**SOW**”) substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term “**Services**” includes those items described above as well as any other items described on each SOW.

**1.2 Designation of Key Personnel.** LIV’s “**Representative**” is Cole Harding, phone: 208-241-6189, e-mail: Cole.harding@livsafe.com. The Client’s “**Representative**” is Mark Hathaway, phone: 770-387-5635, e-mail: mhathaway@cityofcartersville.org. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

**1.3 LIV’s Responsibilities.** LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, “**Laws**”). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform

services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

**1.4 Client's Responsibilities.** Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV, and shall approve all invoices for payment, as appropriate. The Client's Representative shall give LIV timely feedback on the acceptability of progress and task reports.

## **SECTION 2. COMPENSATION**

### **2.1 Management Fee.**

2.1.1 Unless a certain report type is noted as an exception on applicable SOW (each, an "**Exception**"), Liv will collect and retain a fixed fee of \$15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee for any Exceptions will not exceed \$15 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date.

2.1.2 As part of the Services, LIV will collect all fees due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

2.1.3 Within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees and Reimbursable Expenses due and payable to LIV under this Agreement for such quarter.

2.1.4 Client will not be charged any fees for access to and use of Vault.

**2.2 Reimbursable Expenses.** Client shall reimburse LIV for out-of-pocket expenses incurred by LIV in connection with performing the Services ("**Reimbursable Expenses**").

**2.3 Invoices; Payment Terms.** LIV will submit monthly invoices to Client for Fees incurred during the previous month, along with a computation of the total amount due and payable to LIV for that period. Any use tax or sales tax imposed by any governmental authority

on or measured by any transaction between LIV and Client will be paid by the Client in addition to the Fees. If LIV is required to pay any such tax, fee, or charge, Client shall reimburse LIV for those charges. However, Client may provide LIV with an exemption certificate or other document acceptable to the authority imposing the tax. Payment terms are net 30 days from the date of each invoice. Payment will be made by ACH unless the parties mutually agree to payment by credit card or check.

**2.4 Late Payment.** If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) LIV may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted by Law; (b) Client shall reimburse LIV for all reasonable costs incurred by LIV in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (c) if such failure continues for 10 days following written notice thereof, LIV may, at its option, suspend its performance of the Services and Client’s access to Vault until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

**SECTION 3. TERM AND TERMINATION**

**3.1 Term of Agreement.** The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is one year from the Effective Date (“**Initial Term**”). Thereafter, the Term may be renewed for up to 2 additional one-year terms (each, a “**Renewal Term**,” and collectively with the Initial Term, the “**Term**”) if, no later than 60 days before the expiration of the initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term. However, if said agreement is renewed, upon the seating of a new City Council in January 2024, the newly elected council has the right to terminate within 30 days by written notice, if said notice is provided by January 31<sup>st</sup>, 2024.

**3.2 Termination.** In addition to any other express termination right set forth in this Agreement:

3.2.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed

a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**3.3 Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Client to any refund. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

**3.4 Survival.** This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## **SECTION 4. WARRANTIES; LIMITATIONS**

### **4.1 Warranty.**

4.1.1 Vault and Services Warranties. LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.2 Non-Suspension or Debarment. LIV certifies that its and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

**4.2 Limitations; Disclaimer of Warranties.** All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS Section 4, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS.

EXCEPT AS SET FORTH IN THIS Section 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS Section 4, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO Section 11 AND Section 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

## **SECTION 5. PROPRIETARY RIGHTS**

**5.1 Proprietary Rights.** LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the "**Derivative Works**"), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the "**Documentation**"), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

**5.2 Use of Trademarks.** During the Term, LIV may use the Client's trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client's trademarks and logos for said purposes. LIV may not, without Client's prior written consent, use Client's trademarks or logos for any other purpose, including promotional services or commercial services not directly related to the provision of Services under this Agreement.

## **SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

### **6.1 Definitions.**

6.1.1 "**Aggregated Statistics**" means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 "**Authorized User**" means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement.



6.1.3 “**Client Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through Vault.

6.1.4 “**LIV IP**” means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV’s monitoring of Client’s access to or use of Vault, but does not include Client Data.

6.1.5 “**Registration Form**” means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client’s access to Vault under this Agreement.

## 6.2 Access and Use.

6.2.1 Registration. In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information (“**Registration Data**”) as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client’s account and Client’s rights to use Vault.

6.2.2 Provision of Access. Subject to and conditioned on Client’s compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client’s internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

6.2.3 Fees. There are no fees for access to and the use of the Vault.

6.2.4 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client’s internal business purposes in connection with its use of Vault.

6.2.5 Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes,

misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein.

6.2.6 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.7 Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

6.2.8 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

6.2.9 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated

Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

**6.2.10 LIV Responsibilities and Uptime.** LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

**6.3 Equitable Relief.** Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

**6.4 Client Responsibilities.** Client is responsible and liable for all uses of Vault and any Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

**6.5 Termination and Suspension of Service.** If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

## **SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK**

**7.1 LIV IP.** Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

**7.2 Client Data.** LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute,

and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client.

**7.3 Feedback.** If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client’s behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

## **SECTION 8. CONFIDENTIAL INFORMATION**

**8.1 Definition.** From time to time during the Term, one party may disclose or make available to the other information about the disclosing party’s business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). All confidential information is subject to the Georgia Open Records Act and is not considered confidential information unless it meets the requirements of said Act for none—disclosures. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party’s written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party’s Confidential Information.

### **8.2 Nondisclosure and Nonuse.**

**8.2.1** Subject to the Georgia Open Records Act the receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party’s prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party’s Confidential Information.

**8.2.2** Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law,

provided that the receiving party must first give written notice to the disclosing party and must make a reasonable effort to obtain a protective order; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.2.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.2.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

**8.3 Breach; Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

## **SECTION 9. STAFFING; WORK SITES; LAWS**

**9.1 Place and Condition of Work.** Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

**9.2 Staffing.** LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

**9.3 Compliance with Health, Safety, and Environmental Regulations.** LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

**SECTION 10. INSURANCE.** During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

**10.1 Workers' Compensation and Employers' Liability.** Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

**10.2 Commercial General Liability.** LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

**10.3 Insurance Certificate.** Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

**10.4 Notice of Policy Changes.** The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

## **SECTION 11. INDEMNIFICATION**

**11.1 LIV's Indemnification Obligations.** LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third party claim, suit, action or proceeding (each, a "**Third-Party Action**"):

11.1.1 For bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or negligent acts or omissions; or

11.1.2 That alleges that Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data.

**11.2 Client's Liability.** Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and Constitution of the State of Georgia and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

11.2.1 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

11.2.2 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

(b) Resulting from any claim that the Client Data, or any use of the Client Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or

(c) Based on Client's or any Authorized User's (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (b) modifications to Vault or the Services not made by LIV.

**11.3 Indemnification Procedures.** The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

**11.4 Infringement Remedy.** If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH

CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN Section 12.

## **SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY**

**12.1 Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

**12.2 Exclusion of Certain Damages; Limitation of Liability.** IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

**12.3 Exceptions.** The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death



or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

### **SECTION 13. FORCE MAJEURE**

**13.1** Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**").

**13.2** A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. Unless this Agreement is terminated in accordance with this Section 13, the Term will be automatically extended by a period equal to the period of suspension.

### **SECTION 14. MISCELLANEOUS**

**14.1 Notices.** All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC  
Attn.: Manager  
146 East Chubbuck Road, Suite C  
Chubbuck, ID 83202  
Phone: (208) 254-7718  
E-mail: Cole.harding@livsafe.com

To Client: City of Cartersville Fire Department  
Attn.: Fire Chief  
PO Box 1390  
Cartersville GA, 30120  
cfd@cityofcartersville.org

**14.2 Interpretation.** Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

**14.3 Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

**14.4 Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

**14.5 Choice of Law; Attorneys’ Fees.** The parties intend for this Agreement to be construed and enforced under the laws of the State of Georgia, except for its choice of law provisions. The parties specifically exclude the application of the United Nations Convention on

Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

**14.6 Assignment.** Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

**14.7 Export Regulation.** Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

**14.8 US Government Rights.** Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

**14.9 Entire Agreement.** This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

**14.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC,  
an Idaho limited liability company

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Matthew J. Santini

Title: \_\_\_\_\_

Title: Mayor City of Cartersville

As Witness By: \_\_\_\_\_

Name: Julia Drake

Title: City Clerk, City of Cartersville



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Grant Application/Acceptance
<b>DEPARTMENT NAME:</b>	Fire
<b>AGENDA ITEM TITLE:</b>	Fire Equipment Grant Application
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	We respectfully request approval to participate in a grant program through Georgia Emergency Management Agency. This grant is part of the Local First Responder Microgrant Program and will have a cap of \$20,000.00. The application will be for technical rescue equipment. This equipment is for situations of structural collapse, trench rescue or other events that will require shoring and stabilization. We ask that Council approve for the Mayor to sign a resolution authorizing the application seeking these funds.
<b>LEGAL:</b>	This has been reviewed by Archer & Lovell.

**RESOLUTION \_\_\_\_\_**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDING FROM THE STATE OF GEORGIA’S CRIMINAL JUSTICE COORDINATING COUNCIL TO SUPPORT LOCAL FIRST RESPONDERS BY PURCHASING EQUIPMENT, SUPPLIES, TECHNOLOGY OR OTHER MATERIALS DIRECTLY RELATED TO FIRST RESPONDER FUNCTIONS.**

**WHEREAS**, the City of Cartersville agrees to submit an application to the State of Georgia’s Criminal Justice Coordinating Council for consideration for FY2022 Local First Responders State Microgrant Program; and,

**WHEREAS**, the purpose of said grant shall be to support the purchase of equipment, supplies, technology and other materials directly related to first responder functions, i.e. duty equipment or supplies necessary to respond to calls for service; and,

**WHEREAS**, the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville to apply for said grant funding in an amount not to exceed \$20,000; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to file an application with the State of Georgia’s Criminal Justice Coordinating Council to receive said FY2022 Local First Responders State Microgrant Program funds in order to purchase equipment, supplies, technology and other materials directly related to first responder functions including Paratech Shores to assist Local First Responders as specified within this resolution; and,

**BE IT FURTHER RESOLVED**, that the Mayor of Cartersville is hereby authorized to execute any and all documents as may be required to accompany said application and to provide the State of Georgia’s Criminal Justice Coordinating Council any and all Support Documentation which is considered to be part of said application process.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

/s/ \_\_\_\_\_  
Julia Drake, City Clerk  
City of Cartersville, Georgia

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Engineering Services
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	WTP Expansion Assessment
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Due to several potential industrial projects and the steady increase in water demand due to City and County growth, it is necessary to conduct an assessment of potential expansion options for the Water Treatment Plant.</p> <p>Wiedeman and Singleton, Inc has proposed performing this assessment for a price not to exceed \$20,000.00. I recommend approval of the attached proposal.</p> <p>This is not a budgeted item, but will be paid from operating revenue under account 505.3310.52.1360.</p>
<b>LEGAL:</b>	N/A

# WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN  
PETER JOHNS

3091 GOVERNORS LAKE DRIVE  
SUITE 430  
NORCROSS, GEORGIA 30071

PETER SNYDER  
HAROLD WIEDEMAN

131 EAST MAIN STREET  
SUITE 300  
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

November 9, 2022

Mr. Sidney Forsyth  
Director Water Department  
Water Department  
City of Cartersville  
P.O. Box 1390  
Cartersville, GA 30120

Re: City of Cartersville  
WTP Expansion Options  
027-22-310

Dear Mr. Forsyth:

We appreciate the opportunity to provide a proposal for engineering services for Options to Expand the Treatment Capacity of the Water Plant.

▪ **Project Understanding and Background**

The Walker Water Treatment Plant (WTP) treats raw water withdrawn from Lake Allatoona and supplies it to the City of Cartersville and parts of Bartow County. The WTP is currently permitted to operate at 27 MGD with a filter loading rate of 6 gpm/ft<sup>2</sup>. Although the capacity of the plant is rated at 27 MGD (18,750 gpm), the plant has never operated near this capacity. A capacity verification study was conducted in 2018, and it was determined that there was significant difference between the peak capacity, and the continuous operating capacity of the plant.

**Table 1 – Unit Process Rating**

<b>Unit Process</b>	<b>Peak Rating</b>	<b>Continuous (24 Hour) Rating</b>
<b>Filters</b>	27 MGD	23.4 MGD
<b>Filters (1 O/S)</b>	24 MGD	20.8 MGD
<b>Sedimentation Tanks</b>	25 MGD	25 MGD
<b>Sedimentation Tanks (Largest O/S)</b>	20.5 MGD	20.5 MGD



▪ **Scope of Services**

The scope of services presented is for Design Options Assessment to expand the WTP to a continuous production rate of 27 MGD. The Design Options Assessment will be delivered as a technical memorandum and will be used as the basis for developing a Design Development Report to expand the plant. The assessment will include a preliminary opinion of cost. We anticipate a great deal of City involvement in the assessment process.

▪ **Fee**

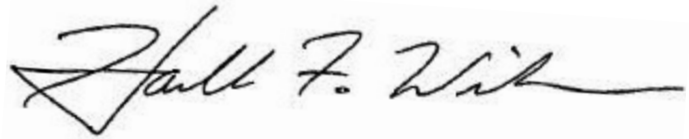
Our proposed not to exceed fee for engineering services, including allowable reimbursable expenses for Task 1 – Facility Assessment is \$20,000. Our budgeted fee will be invoiced to the city under the terms of our current agreement with the City. We look forward to the opportunity to work for the City of Cartersville.

▪ **Schedule**

We will complete the Options Assessment by the end of January 2023.

Sincerely,

WIEDEMAN AND SINGLETON, INC.



Harold F. Wiedeman  
President

EMAIL ONLY



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Slide Gate Installation
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The influent gates for the secondary lift station in the Water Pollution Control Plant were installed in 1990. Though well maintained, they have deteriorated to the point that they will not seal sufficiently to allow for maintenance on the secondary lift station screw pumps. The replacement gates were purchased last year and are on site. The size of the gates coupled with the speed with which they must be replaced necessitates hiring a contractor for the work.</p> <p>We requested and received three quotes for the work from contractors we have used previously. I recommend awarding the job to the low bidder, Southern Machine &amp; Fabrication for \$17,000.00.</p> <p>This is a budgeted maintenance expense to be paid from account 505.3330.52.2361.</p>
<b>LEGAL:</b>	N/A

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

# Estimate

Meeting: November 17, 2022 Item 13.



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

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

ESTIMATE #	DATE
21390	10/12/2022

ITEM	DESCRIPTION	QTY	AMOUNT
<b>Sales</b>	Install customer Supplied Gates, Cutout Concrete re Concrete and Brace new Gates. (2) Gates Total		22,989.00

SUBTOTAL 22,989.00  
 TAX 0.00  
**TOTAL \$22,989.00**

Accepted By

Accepted Date



# Southern Machine & Fabrication

Company, Inc.  
 18 Commerce Drive  
 Cartersville, GA 30120  
 Phone: 770-386-0194  
 Fax: 770-386-6881

Meeting: November 17, 2022 Item 13.

## Quotation

Quote City Of Cartersville - Biosoli  
 To: 102 Walnut Grove Road  
 Cartersville, GA 30120

<b>Quote Number:</b> 51841	<b>Contact:</b>
<b>Quote Date:</b> 10/14/2022	<b>Expires:</b> 11/13/2022
<b>Customer:</b> CITY OF CAR	<b>Inquiry:</b>
<b>Salesman:</b> Greg Hardin	<b>Terms:</b> Net 30
<b>Ship Via:</b> Vendor Truck	<b>Phone:</b> 6782297128
<b>FOB:</b> Origin	<b>FAX:</b>

If the shipping date does not accommodate your needs, expedited delivery is available upon request.

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	INSTALL NEW WATER MAIN VALVE SMF to install new water main slide gate valve on secondary #2.		1	\$8,500.0000 /EA
2	INSTALL NEW WATER MAIN VALVE. SMF to install new water main slide gate valve on secondary #3.		1	\$8,500.0000 /EA
			<b>Total:</b>	<b>\$17,000.00</b>

By Shedd, Danny  
 Southern Machine & Fabrication



Meeting: November 17, 2022 Item 13.

# Quote / Estimate

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

DATE	ESTIMATE NO.
10/5/2022	60908

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

SHIP TO
City of Cartersville 102 Walnut Grove Road Cartersville, Georgia 30120

CUSTOMER CONTACT		TERMS	REP	FOB
Scott Moody		Net 30	TRM	Kennesaw, GA 30144
ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Field Service - Other	Field Service To Install 2 gates Set in new gates, anchor to wall Form up and pour grout or concrete Remove forms once grout or concrete is set up Work Area will be cleaned up	1	20,451.89	20,451.89
Delivery Fee - Supplies	Supplies /Parts Grout or Concrete Forms Mixer rentals, jack hammer and concrete saw New anchor bolts	1	6,175.00	6,175.00
<b>**Fuel Surcharge of \$0.20 per mile effective May 1, 2022 for company owned vehicles**</b> <b>\$50.00 Minimum Order Requested</b> <b>Georgia Western's Terms and Conditions Apply.</b> <b>Please request a copy if not included with the quote.</b> <b>Quote is valid for 15 days.</b>				
<i>Freight is prepay and add unless otherwise specified. VISA, M/C and AMEX are accepted. Freight "in" charges may apply. Sales tax may be applicable. Restocking fees may apply on returned items. Delivery is subject to prior sale and may change at time of order.</i>			<h2>TOTAL</h2>	

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

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



Meeting: November 17, 2022 Item 13.

# Quote / Estimate

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

DATE	ESTIMATE NO.
10/5/2022	60908

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

SHIP TO
City of Cartersville 102 Walnut Grove Road Cartersville, Georgia 30120

CUSTOMER CONTACT		TERMS	REP	FOB
Scott Moody		Net 30	TRM	Kennesaw, GA 30144
ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Quote	Client Responsibilities HAZARD training if needed LOTO New Gates, Clean & Sanitize wastewater channel and walls Remove & Install all rails, ladders and other restrictions will need to be removed by customer Work Access, Etc. Crane & Forklift , Airgas if needed 3 work days to complete project Quote is good for 30 days		0.00	0.00
<b>**Fuel Surcharge of \$0.20 per mile effective May 1, 2022 for company owned vehicles**</b> <b>\$50.00 Minimum Order Requested</b> <b>Georgia Western's Terms and Conditions Apply.</b> <b>Please request a copy if not included with the quote.</b> <b>Quote is valid for 15 days.</b>				
<i>Freight is prepay and add unless otherwise specified. VISA, M/C and AMEX are accepted. Freight "in" charges may apply. Sales tax may be applicable. Restocking fees may apply on returned items. Delivery is subject to prior sale and may change at time of order.</i>			<b>TOTAL</b>	<b>\$26,626.89</b>

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Certification
<b>DEPARTMENT NAME:</b>	Public Works
<b>AGENDA ITEM TITLE:</b>	Stormwater Permit NOI
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The City of Cartersville is a community containing a Phase II Municipal Separate Storm System (MS4). The General NPDES Permit No. GAG61000 allows us to discharge stormwater from our corporate limits into state waters. Every 5 years, this general permit is revised by the Georgia EPD. In order to be in compliance with the permit, the City is required to submit a notice of intent (NOI).</p> <p>Public Works is requesting Council’s approval for the Mayor to sign the updated NOI and to allow the Public Works Director or City Engineer to sign all future documents pertaining to this permit. These future documents may contain the City’s individual stormwater permit and annual reports and inspections.</p>
<b>LEGAL:</b>	Reviewed by the Assistant City Attorney



**GEORGIA NOTICE OF INTENT (NOI)**

General NPDES Permit No. GAG610000 for  
Phase II Municipal Separate Storm Sewer Systems (MS4)

**1. General Information**

- A. Name of small MS4: City of Cartersville
- B. If the MS4 is a City, provide the County where located: Bartow
- C. Name of responsible official: Matt Santini  
Title: Mayor  
Mailing Address: P.O. Box 1390  
City: Cartersville State: Georgia Zip Code: 30120  
Telephone Number: (770)387-5617  
Email Address: msantini@cityofcartersville.org
- D. Designated stormwater management program contact:  
Name: Wade Wilson, PE, CFM  
Title: City Engineer  
Mailing Address: P.O. Box 1390  
City: Cartersville State: Georgia Zip Code: 30120  
Telephone Number: (770)383-7432  
Email Address: wwilson@cityofcartersville.org
- E. Provide the river basin(s) to which your MS4 discharges: Etowah
- F. Provide the latitude and longitude of the MS4 center (e.g. City Hall, County offices, MS4 mailing address) using Global Positioning System (GPS) – WGS84:  
Latitude: 34°09'59.58"N Longitude: 84°47'46.47"W

**2. Sharing Responsibility**

- A. Has another entity agreed to implement a control measure or BMP on your behalf? Yes \_\_\_\_\_ No  (If No, skip to Part 3)

Control Measure #1:

- 1. Name of entity \_\_\_\_\_



2. Control measure or component of control measure to be implemented by entity on your behalf: \_\_\_\_\_  
\_\_\_\_\_

B. Attach an additional page if necessary to list additional shared responsibilities. **It is mandatory that you submit a copy of a written agreement between your MS4 and the other entity demonstrating written acceptance of responsibility.**

3. **Certification Statement**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name: Matt Santini Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: Mayor



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Monthly Financial Report
<b>DEPARTMENT NAME:</b>	Finance
<b>AGENDA ITEM TITLE:</b>	September 2022 Financial Report
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Attached are the financial reports for September 2022.
<b>LEGAL:</b>	None

**MONTHLY SUMMARY**  
As of September 30, 2022

	FY 2020-21	FY 2021-22	FY 2020-21	FY 2021-22	OF BUDGET (Year to Date)
	MONTH OF September-21	MONTH OF September-22	Year to Date September-21	Year to Date September-22	
<b>GENERAL FUND</b> <i>excluding SPLDST, DDA &amp; School System Property Tax Revenue &amp; Expenditures</i>					
REVENUE	\$1,699,902	\$2,091,798	\$5,231,870	\$6,357,185	18.84%
EXPENDITURE	\$2,238,497	\$2,768,459	\$7,035,048	\$7,417,820	21.99%
Gen. Fund Net Profit (Loss)	(\$538,595)	(\$676,661)	(\$1,803,178)	(\$1,060,635)	
<b>WATER &amp; SEWER</b>					
REVENUE	\$2,190,660	\$2,498,067	\$6,663,868	\$8,095,087	21.74%
EXPENDITURE	\$1,728,496	\$1,866,262	\$4,137,264	\$4,048,840	10.88%
Wtr. & Swr. Fund Net Profit (Loss)	\$462,164	\$631,805	\$2,526,604	\$4,046,247	
<i>As of September 30, 2022 a total of \$57,904 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
<b>GAS</b>					
REVENUE	\$1,971,245	\$5,721,833	\$5,359,521	\$12,229,187	35.60%
EXPENDITURES	\$2,321,199	\$3,536,683	\$5,988,961	\$10,372,134	30.19%
Gas Fund Net Profit (Loss)	(\$349,954)	\$2,185,150	(\$629,440)	\$1,857,053	
<b>ELECTRIC</b>					
REVENUE	\$4,971,152	\$5,383,299	\$14,161,969	\$15,955,179	29.28%
EXPENDITURES	\$4,656,907	\$4,923,463	\$13,393,275	\$15,408,511	28.28%
Electric Fund Net Profit (Loss)	\$314,245	\$459,836	\$768,694	\$546,668	
<b>STORMWATER</b>					
REVENUE	\$134,960	\$131,687	\$391,152	\$392,165	24.48%
EXPENDITURE	\$120,879	\$109,638	\$338,945	\$311,166	19.42%
Stormwater Fund Net Profit (Loss)	\$14,081	\$22,049	\$52,207	\$80,999	
<b>SOLID WASTE</b>					
REVENUE	\$247,525	\$278,633	\$1,022,765	\$833,540	22.91%
EXPENDITURE	\$295,758	\$334,202	\$717,572	\$720,430	19.80%
Solid Waste Fund Net Profit (Loss)	(\$48,233)	(\$55,569)	\$305,193	\$113,110	
<b>FIBER OPTICS</b>					
REVENUE	\$211,705	\$296,246	\$632,147	\$752,332	29.12%
EXPENDITURE	\$217,200	\$252,843	\$516,361	\$602,294	23.31%
Fiber Fund Net Profit (Loss)	(\$5,495)	\$43,403	\$115,786	\$150,038	

	Description	9/30/2022	FY 2023 Budget	% of Monthly Totals to Budget
<b>General Fund</b>	<b>Total Revenues</b>	<b>\$6,357,185</b>	<b>\$33,736,215</b>	<b>18.84%</b>
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$287,128	\$4,810,565	5.97%
	Local Option Sales Tax (LOST)	\$1,578,238	\$5,655,350	27.91%
	Other Taxes	\$1,942,538	\$9,844,265	19.73%
	Building Permit & Inspection Fees	\$496,655	\$500,000	99.33%
	Fines and Forfeitures	\$97,693	\$350,000	27.91%
	Operating Transfers In-City Utilities	\$722,953	\$3,921,595	18.44%
	Other Revenues	\$1,231,980	\$6,784,840	18.16%
	School Bonds	\$0	\$1,869,600	0.00%
	<b>Total Expenditures</b>	<b>\$7,417,820</b>	<b>\$33,736,215</b>	<b>21.99%</b>
	Personnel Expenses	\$5,188,268	\$21,154,470	24.53%
	Operating Expenses	\$1,917,443	\$8,231,995	23.29%
	Capital Expenses	\$194,734	\$2,010,650	9.69%
	GO Bond Expense for School	\$0	\$1,869,600	0.00%
	Library Appropriations	\$117,375	\$469,500	25.00%
<b>Water &amp; Sewer Fund</b>	<b>Total Revenues</b>	<b>\$8,095,087</b>	<b>\$37,578,785</b>	<b>21.54%</b>
	Water Sales	\$4,787,514	\$14,418,600	33.20%
	Sewer Sales	\$2,812,829	\$7,618,465	36.92%
	Bond Proceeds	\$0	\$4,750,000	0.00%
	Use of Reserves	\$0	\$8,445,720	0.00%
	Prior Year Capacity Fees	\$0	\$1,660,000	0.00%
	Other Revenues	\$494,744	\$686,000	72.12%
	<b>Total Expenditures</b>	<b>\$4,048,840</b>	<b>\$37,578,785</b>	<b>10.77%</b>
	Personnel Expenses	\$1,104,202	\$4,772,175	23.14%
	Operating Expenses	\$1,202,217	\$5,474,765	21.96%
	Capital Expenses	\$419,074	\$16,360,000	2.56%
Capital Expenses (Bond Funds)	\$57,904	\$4,750,000	1.22%	
Transfer To General Fund	\$655,887	\$2,603,620	25.19%	
Debt Payments	\$609,556	\$3,618,225	16.85%	
<b>Gas Fund</b>	<b>Total Revenues</b>	<b>\$12,229,187</b>	<b>\$34,353,845</b>	<b>35.60%</b>
	Gas Sales	\$10,282,204	\$27,171,365	37.84%
	Gas Commodity Charge	\$357,044	\$1,494,210	23.90%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,589,939	\$1,627,250	97.71%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$10,372,134</b>	<b>\$34,353,845</b>	<b>30.19%</b>
	Personnel Expenses	\$611,639	\$2,575,270	23.75%
	Operating Expenses	\$415,739	\$1,738,485	23.91%
Purchase of Natural Gas	\$7,783,568	\$19,372,045	40.18%	
Transfer to General Fund	\$902,026	\$3,608,105	25.00%	
Debt Service	\$0	\$779,695	0.00%	
Capital Expenses	\$659,162	\$6,280,245	10.50%	

	Description	9/30/2022	FY 2023 Budget	% of Monthly Totals to Budget	
<b>Electric Fund</b>	<b>Total Revenues</b>	<b>\$15,955,179</b>	<b>\$54,485,200</b>	<b>29.28%</b>	
	Electric Sales	\$15,496,181	\$49,562,840	31.27%	
	Other Revenues	\$458,998	\$2,123,850	21.61%	
	Use of Reserves	\$0	\$2,798,510		
	<b>Total Expenses</b>	<b>\$15,408,511</b>	<b>\$54,485,200</b>	<b>28.28%</b>	
	Personnel Expenses	\$741,097	\$2,942,740	25.18%	
	Operating Expenses	\$494,268	\$1,798,105	27.49%	
	Purchase of Electricity	\$13,129,731	\$41,921,610	31.32%	
	Capital Expenses	\$208,926	\$4,484,790	4.66%	
	Transfer to General Fund	\$834,489	\$3,337,955	25.00%	
<b>Stormwater Fund</b>	<b>Total Revenues</b>	<b>\$392,165</b>	<b>\$1,602,000</b>	<b>24.48%</b>	
	Stormwater Revenues	\$385,278	\$1,538,000	25.05%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$6,887	\$14,000	49.19%	
	Proceeds from Capital Leases	\$0	\$50,000	0.00%	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	<b>Total Expenses</b>	<b>\$311,166</b>	<b>\$1,602,000</b>	<b>19.42%</b>	
	Personnel Expenses	\$206,338	\$854,200	24.16%	
	Operating Expenses	\$104,828	\$406,145	25.81%	
Capital Expenses	\$0	\$341,655	0.00%		
<b>Solid Waste Fund</b>	<b>Total Revenues</b>	<b>\$833,540</b>	<b>\$3,638,135</b>	<b>22.91%</b>	
	Refuse Collections Revenues	\$822,765	\$3,154,240	26.08%	
	Other Revenues	\$10,775	\$77,000	13.99%	
	Proceeds From Capital Leases	\$0	\$406,895	0.00%	
	<b>Total Expenses</b>	<b>\$720,430</b>	<b>\$3,638,135</b>	<b>19.80%</b>	
	Personnel Expenses	\$395,398	\$1,541,835	25.64%	
	Operating Expenses	\$325,032	\$1,689,405	19.24%	
	Capital Expenses	\$0	\$406,895	0.00%	
	<b>Fiber Optics Fund</b>	<b>Total Revenues</b>	<b>\$752,332</b>	<b>\$2,583,800</b>	<b>29.12%</b>
		Fiber Optics Revenues	\$599,065	\$2,399,000	24.97%
GIS Revenues		\$28,875	\$115,500	25.00%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$124,392	\$69,300	179.50%	
<b>Total Expenses</b>		<b>\$602,294</b>	<b>\$2,583,800</b>	<b>23.31%</b>	
Personnel Expenses		\$233,375	\$931,440	25.06%	
Operating Expenses		\$309,606	\$1,037,985	29.83%	
MEAG Telecom Statewide Pymt		\$1,971	\$7,890	0.00%	
Debt Payment		\$153	\$0	0.00%	
Capital Expenses	\$8,568	\$412,000	2.08%		
Transfers to General Fund	\$48,621	\$194,485	25.00%		

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94	\$68,343,258.41			
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65			
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of September 2022:

Unrestricted cash increased due to increases in the Water, Stormwater, Electric, Fiber, Gas, and Insurance Funds, while decreases occurred in the General, Solid Waste, and Garage funds.

Restricted cash decreased due to increases in the DEA, TPD, Motor Vehicle Tax, GO Parks & Rec Bond, SPLOST 2020, and Debt Service Funds, while larger decreases occurred in the Hotel-Motel Tax and Pension Funds.

SPLOST Account Balances	
SPLOST 2003	\$56,747.50
SPLOST 2014	\$231,991.10
SPLOST 2020	\$6,823,261.69



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	November 17, 2022
<b>SUBCATEGORY:</b>	Presentations
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Tennessee Street Corridor Study
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Stephen Hopper with Stantec, the consultant that the city and Bartow County hired to conduct a study of the Tennessee Street Corridor, will present the results of this study. Some of the goals of the study were to improve mobility and accessibility, improve the image of the corridor, and to encourage revitalization. This study provides several ways for improvements, like adding roundabouts, enhancing connectivity and mobility. The City Council will need to determine if they like some or all of the ideas presented in the study and since this is a State Route, how we want to proceed in requesting improvements from GDOT to the Tennessee Street Corridor.
<b>LEGAL:</b>	N/A