



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, August 18, 2022 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

- [1.](#) August 4, 2022
- [2.](#) August 11, 2022
- [3.](#) August 18, 2022

PUBLIC HEARING

- [4.](#) City of Cartersville M&O Millage Rate Set at 2.910 Mills for 2022
- [5.](#) Cartersville Business Improvement District Millage Rate Set at 1.120 Mills for 2022
- [6.](#) GO Parks & Recreation Property Tax Millage Rate Set at 0.624 Mills for 2022
- [7.](#) Cartersville School System Millage Rate Set at 13.906 Mills for 2022

APPOINTMENTS

- [8.](#) Historic Preservation Commission

- [9.](#) Etowah Area Consolidated Housing Authority

CONTRACTS/AGREEMENTS

- [10.](#) Local Option Sales Tax Agreement
- [11.](#) 32 Ann Circle
- [12.](#) Piana Nonwovens
- [13.](#) Sweitzer Engineering Agreement

BID AWARD/PURCHASES

- [14.](#) Absolute Environmental Sewer Meter Installation
- [15.](#) Absolute Environmental Sewer Meter Vault
- [16.](#) Watch Guard Replacement Camera System
- [17.](#) Vehicle Purchases
- [18.](#) United Healthcare Senior Supplement and Group Prescription Drug Plan Renewal
- [19.](#) Second Quarter 2022 Motorola Radio Invoice

SURPLUS EQUIPMENT

- [20.](#) Surplus Equipment

MONTHLY FINANCIAL STATEMENT

- [21.](#) June 2022 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	August 4, 2022
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the August 4, 2022 City Council Meeting have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
August 4, 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.

Council Member Stepp made a motion to enter into a Closed Session for the purposes of Property, Potential Litigation, and Attorney/Client privilege. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting

Mayor Santini closed Work Session at 6:57 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:01 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: Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Taff Wren, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Kari Hodge, Council Member Ward One; Gary Fox, Council Member Ward Five

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. July 21, 2022

Council Member Wren made a motion to approve the July 21, 2022 Council Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

PUBLIC HEARING – 2ND READING OF ZONING/ANNEXATION REQUESTS

2. SU 22-02 40 Curtis Ct.

Applicant: Andrew Schultz

Randy Mannino, Planning and Development Director, stated the applicant requests a Special Use Permit to allow Cheerleading/gymnastics facilities and indoor athletic training facilities in the H-I (Heavy Industrial) zoning district.

Planning Commission Meeting: 7-12-22. Planning Commission recommends approval (6-0).

Public hearing opened.

Vickie Mouser, 52 Hamilton Blvd., came forward to represent the application and to answer questions from the Mayor and Council Members.

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

Council Member Stepp made a motion to approve the SU22-02: 40 Curtis Ct. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0



SECOND READING OF ORDINANCES

3. Southern Cove: Jayson Frederick

Mr. Mannino stated that the owners of Southern Cove, Jayson and Ellis (Buddy) Frederick, are proposing a change to the Specialty Shop Code of Ordinances to allow distilled spirits to be sold. Currently, the code only allows craft beer and wine sales. In addition, they are requesting that the percentage of sales to be changed from 35% to 49% and to change the craft beer requirement to allow any beer, including domestic beer.

Jayson Frederick, 63 River Walk Pkwy, and Buddy Frederick, 388 Oliver Dr., Dallas, came to the podium to represent their proposal and stated that they are currently selling wine based spirits and alcohol sales in their establishment is currently only 11%, with the remaining 89% being from retail sales.

Council Member Wren made a motion to approve the request for specialty shops to serve non-craft beers only. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 4-0

Ordinance no.17-22

WHEREAS, Southern Cove requested several changes to Sec. 4-59(a)(7) of the City of Cartersville Code of Ordinances.

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 2. – APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS. paragraph (a)(7) is to remain as is.

1.

All other existing provisions of Sec. 4-59 not changed herein, shall remain as is.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: July 21, 2022
SECOND READING: August 4, 2022


MATTHEW J. SANTINI, MAYOR

ATTEST: 
JULIA DRAKE, CITY CLERK



4. Downtown Business Improvement District Ordinance

Lillie Read, Downtown Development Authority Director, stated the necessary 51% of signatures from property owners were obtained and the Public Hearing was held at the July 7, 2022 City Council meeting without any comments. The DDA is seeking Council’s approval to adopt the Downtown Business Improvement District ordinance and Intergovernmental Agreement.

DDA staff and board, as well as city staff, have reviewed the BID information and approval was recommended.

Mayor Santini stated that one resident had requested for residential property be exempt from the Business Improvement District.

Ms. Read stated that there are many benefits to not only businesses but also residences to being in the Business Improvement District such as improvement grants. In closing, Ms. Read stated that this particular resident had taken advantage of the grants available for not only their personal residence located in the BID District, but also for their two businesses.

Council Member Stepp made a motion to approve the Downtown Business Improvement District Ordinance with the original map to include the residential properties. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

ORDINANCE 18-22

ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT FOR TAX YEAR 2022 AND THEREAFTER

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the following ordinance be adopted.

WHEREAS, the Downtown Development Authority of Cartersville has presented a petition pursuant to O.C.G.A. § 36-43-1, *et. seq.*, to the impacted individuals relating to the adoption of a Business Improvement District to commence and enter for tax year 2022, a copy of which is attached hereto as Exhibit “A;” and

WHEREAS, pursuant to O.C.G.A. § 36-43-1, *et. seq.*, the Downtown Development Authority of Cartersville has provided said petition and related documents to the Mayor and City Council of the City of Cartersville; and

WHEREAS, pursuant to O.C.G.A. § 36-43-1, *et. seq.*, the Mayor and City Council has referred the attached petition and related documents to each City Department for their submission of a report to the Mayor and City Council by July 1, 2022, in which they shall provide their recommendation to approve of, disapprove of, or give qualified approval with the modifications to the district plan, with reasons therefore; and

WHEREAS, the City of Cartersville published a notice of the public hearing on July 7, 2026 and consideration of adoption on July 21, 2022 in the Daily Tribune News on June 23, 2022, a copy of the Affidavit of Publication is attached as Exhibit “B;” and

WHEREAS, all department of the City have reviewed and indicated that said petition is in order for consideration by the Mayor and City Council of the City of Cartersville; and

WHEREAS, the Mayor and City Council did hold a public hearing at its regularly scheduled City Council Meeting regarding said plan on July 7, 2022 at which no objections were made, and shall now consider the adoption or denial of said request at its regularly scheduled City Council Meeting on July 21, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

The Mayor and City Council hereby approve and authorize the Mayor and City Clerk to execute the Intergovernmental Agreement attached as Exhibit “C” hereto with the Downtown Development Authority of Cartersville to administer the Cartersville Business Improvement District.

Additionally, that the Mayor and City Council of the City of Cartersville, pursuant to O.C.G.A. § 36-43-1, *et. seq.*, hereby approve the Business Improvement District Plan attached hereto as Exhibit "A" levying an initial mileage of \$0.00127 per dollar of assessed value and authorize the Mayor and City Clerk to sign this Ordinance approving the same.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: July 21, 2022
SECOND READING: August 4, 2022


MATTHEW J. SANTINI, MAYOR

ATTEST: 
JULIA DRAKE, CITY CLERK



CONTRACTS /AGREEMENTS

5. Electric System Trimming Contract

Derek Hampton, Electric Department Director, stated Council’s approval was requested on a contract with Trees Unlimited. This item is budgeted not to exceed \$156,000.

Council Member Cooley made a motion to approve the Electric System Trimming Contract. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

RESOLUTIONS

6. Project J Tender Resolution

Mr. Hampton stated the two nuclear power plants that are under construction at Plant Vogtle (Plants 3 and 4) and have experienced significant cost overruns. Per our discussions, and the future needs of electric generation, it was recommended to not support or deny the tender option for each resolution, which means Cartersville continues to own our full share of each proposed project, but also, continues to share in the full cost overruns. For Project J, Cartersville has sold the first 20 years “ownership” or “allotment” of 15.566 megawatts of power to Jacksonville Electric Authority (JEA). This means for the first 20 years of operations of when Plants 3 and 4 come online, Cartersville will not receive 15.566 megawatts as JEA will receive them but also pay for these costs. After 20 years, sometime around 2044, Cartersville will then receive in full the 15.566 megawatts from Project J and begin to pay for the power costs.

The Electric Department recommends voting in opposition of the tender option by SPV J.

Council Member Roth made a motion to not support exercising the tender option by SPV J. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

RESOLUTION 18-22

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE – MEAG POWER AND EITHER APPROVING OR NOT APPROVING OF TENDER OPTION FOR PLANT VOGTLE, PHASE SPV J

WHEREAS, the City of Cartersville is a participant of MEAG Power’s Plant Vogtle 3 and 4 Project (“Project”); and

WHEREAS, the City of Cartersville as a participant in the Project is required to make a determination whether or not to exercise a tender option related to said Project as Georgia Power has reached certain project costs; and

WHEREAS, MEAG Power and Georgia Power are in litigation to determine the actual project costs which triggers the tender option; and

WHEREAS, the City of Cartersville, is a participant in all three phases of the Project, being SPV M, SPV J, and SPV P; and

WHEREAS, with respect to each phase of the Project, the City of Cartersville must determine to either exercise or not exercise the tender option to cap its cost at the current level (to be determined as a result of litigation between MEAG Power and Georgia Power) in exchange for a reduction of its percentage of power generation allocation for each phase or to continue paying the current costs, plus the future costs to finish the project.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Cartersville regarding the tender option for Phase SPV J of the Project, that the Mayor and City Council of the City of Cartersville votes as follows:

Based upon the information provided by the MEAG Power staff concerning the tender option decision pertaining to the Vogtle Units 3 and 4 of the Project, and after consultation with our internal staff concerning the potential benefits and costs associated with the tender option for SPV J, I hereby move that the Mayor and City Council for the City of Cartersville notify MEAG Power that it:

- Does support exercising the tender option by SPV J
- DOES NOT support exercising the tender option by SPV J

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 4th day of August, 2022.

ATTEST:

/s/ *Julia Drake*
Julia Drake, City Clerk
City of Cartersville, Georgia

/s/ *Matthew J. Sanfani*
Matthew J. Sanfani, Mayor
City of Cartersville, Georgia



7. Project M Tender Resolution

Mr. Hampton stated for Project M, Cartersville has purchased 15.0 megawatts of power and will receive 7.5 megawatts when Plant 3 comes online which is expected to be the first quarter of 2023. When Plant 4 comes online, which is projected to be the first quarter of 2024, Cartersville will receive another 7.5 megawatts. As some of the existing coal powered plants begin to shut down, our need for this new source of power generation is even more important,

and due to this, I recommend denial or not supporting the tender option, so Cartersville can receive our current projected 15 megawatts of power from Project M.

The Electric Department recommends voting in opposition of the tender option by SPV M.

Council Member Roth made a motion to not support exercising the tender option by SPV M. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

RESOLUTION 19-22

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE – MEAG POWER AND EITHER APPROVING OR NOT APPROVING OF TENDER OPTION FOR PLANT VOGTLE, PHASE SPV M

WHEREAS, the City of Cartersville is a participant of MEAG Power’s Plant Vogtle 3 and 4 Project (“Project”); and

WHEREAS, the City of Cartersville as a participant in the Project is required to make a determination whether or not to exercise a tender option related to said Project as Georgia Power has reached certain project costs; and

WHEREAS, MEAG Power and Georgia Power are in litigation to determine the actual project costs which triggers the tender option; and

WHEREAS, the City of Cartersville, is a participant in all three phases of the Project, being SPV M, SPV J, and SPV P; and

WHEREAS, with respect to each phase of the Project, the City of Cartersville must determine to either exercise or not exercise the tender option to cap its cost at the current level (to be determined as a result of litigation between MEAG Power and Georgia Power) in exchange for a reduction of its percentage of power generation allocation for each phase or to continue paying the current costs, plus the future costs to finish the project.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Cartersville regarding the tender option for Phase SPV M of the Project, that the Mayor and City Council of the City of Cartersville votes as follows:

Based upon the information provided by the MEAG Power staff concerning the tender option decision pertaining to the Vogtle Units 3 and 4 of the Project, and after consultation with our internal staff concerning the potential benefits and costs associated with the tender option for SPV M, I hereby move that the Mayor and City Council for the City of Cartersville notify MEAG Power that it:

- Does support exercising the tender option by SPV M
- DOES NOT support exercising the tender option by SPV M

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 4th day of August, 2022.

ATTEST:

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



/s/ Matthew J. Sanfina
Matthew J. Sanfina, Mayor
City of Cartersville, Georgia

8. Project P Tender Resolution

Mr. Hampton stated for Project P, Cartersville has sold the first 20 years “ownership” or “allotment” of 9.434 megawatts of power to Power South Energy Cooperative (PSEC). This means for the first 20 years of operation when Plants 3 and 4 come online, Cartersville will not receive 9.434 megawatts as PSEC will receive them but also pay for these costs. After 20 years,

sometime around 2044, Cartersville will then receive the 9.434 megawatts from Project P and begin to pay for the power costs. I recommend that we not support or deny the tender option.

The Electric Department recommends voting in opposition of the tender option by SPV P.

Council Member Roth made a motion to not support exercising the tender option by SPV P. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

RESOLUTION 20-22

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE – MEAG POWER AND EITHER APPROVING OR NOT APPROVING OF TENDER OPTION FOR PLANT VOGTLE, PHASE SPV P

WHEREAS, the City of Cartersville is a participant of MEAG Power’s Plant Vogtle 3 and 4 Project (“Project”); and

WHEREAS, the City of Cartersville as a participant in the Project is required to make a determination whether or not to exercise a tender option related to said Project as Georgia Power has reached certain project costs; and

WHEREAS, MEAG Power and Georgia Power are in litigation to determine the actual project costs which triggers the tender option; and

WHEREAS, the City of Cartersville, is a participant in all three phases of the Project, being SPV M, SPV J, and SPV P; and

WHEREAS, with respect to each phase of the Project, the City of Cartersville must determine to either exercise or not exercise the tender option to cap its cost at the current level (to be determined as a result of litigation between MEAG Power and Georgia Power) in exchange for a reduction of its percentage of power generation allocation for each phase or to continue paying the current costs, plus the future costs to finish the project.


NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Cartersville regarding the tender option for Phase SPV P of the Project, that the Mayor and City Council of the City of Cartersville votes as follows:

Based upon the information provided by the MEAG Power staff concerning the tender option decision pertaining to the Vogtle Units 3 and 4 of the Project, and after consultation with our internal staff concerning the potential benefits and costs associated with the tender option for SPV P, I hereby move that the Mayor and City Council for the City of Cartersville notify MEAG Power that it:


- Does support exercising the tender option by SPV P
- DOES NOT support exercising the tender option by SPV P

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 4th day of August, 2022.

ATTEST:

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



/s/ 
Matthew J. Sanjmi, Mayor
City of Cartersville, Georgia

GRANT APPLICATION/ACCEPTANCE

9. FY 2023 LMIG

Tommy Sanders, Public Works Director, stated Public Works is seeking permission for the Mayor to sign the GDOT FY2023 Local Maintenance Improvement Grant Cover (LMIG) Letter and any grant application related documents. We are proposing to resurface approximately 2.7

miles of city streets that includes Justice Robert Benham Drive, Old Mill Road (east section), Bowens Court, Aiken Street, Freeman Street, Victoria Village, Courtyard Lane, Greenway Lane, Calloway Lane and Victoria Village alleys.

The grant amount this year is \$283,448.41 and the estimated cost of the project is \$600,000. The balance will come from 2020 SPLOST Road, Streets, Sidewalks, Bridges and Stormwater Improvements Category.

This grant requires a 30% local match, and this is a budgeted item.

Council Member Stepp made a motion to approve the FY 2023 LMIG. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

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

BID AWARD/PURCHASES

10. MSA 6000 TIC Purchase

Scott Carter, Fire Chief, stated the Fire Department Respectfully request permission to purchase a Thermal Imaging Camera, also known as a TIC. This equipment is used by firefighters to allow them to identify temperature changes in an environment that has zero visibility. This allows for quicker fire attacks and rescues, which leads to greater property conservation and rescue potential. This device in accordance to NFPA 1801 and matches the other cameras in our fleet. This new camera will be placed on our new tower truck, going into service soon. Quotes were sought with two vendors responding. We request to purchase our MSA 6000 TIC from our low bidder, Fireline of Winder GA.

The total cost for this equipment package is \$8,680.00. This is a budgeted item and will be purchased utilizing 2020 SPLOST funds.

Council Member Roth made a motion to approve the MSA 6000 TIC Purchase. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

11. WTP Sludge Lagoon Dredging

Sidney Forsyth, Water Department Director, stated the sludge lagoon at the Water Treatment Plant, 237 Allatoona Dam Road, contains all of the settled solids removed from treated drinking water since the plant was constructed in 1970. The usable lagoon space includes approximately eighty (80) acres at a depth of about twenty-four (24) feet. The use of this lagoon for solids storage has saved the City millions of dollars compared to conventional solids disposal methods over its lifetime.

As the lagoon has reached its maximum storage capacity, it is now necessary to remove some of the stored solids to a final disposal site.

Bids were solicited and opened on July 7, 2022 for the work of removing and disposing of 15,000 wet tons of settled solids from the lagoon, with the low bid being from Denali Water Solutions, LLC for the amount of \$2,699,300.00.

This project will remove enough solids for between 5-10 years of operational storage capacity, and will include the construction of a pad and utilities for all future solids removal operations.

It was recommended to award the contract to Denali Water Solutions, LLC for \$2,699,300.00 for this project. This is a budgeted, bond funded project to be paid from account 505.3310.54.1321.

Council Member Stepp made a motion to approve the WTP Sludge Lagoon Dredging. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

ADDED ITEMS

12. FY2023 Law Enforcement Training Program Funding

Jason DiPrima, Deputy Chief of Police, stated this was a request to apply for grant funding which would allow for the purchase of law enforcement equipment and provide training to support mental health and school safety.

Council Member Wren made a motion to approve the FY2023 Law Enforcement Training Program Grant Funding. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

13. Oak Hill Cemetery Plots

Keith Lovell, Assistant City Attorney, stated Robetta McKenzie and Janice McKenzie-Crayton and the City of Cartersville had mutually agreed to have the City of Cartersville to relocate two cemetery lots and Mr. McKenzie’s monument and recommended Mayor and Council to approve the agreement.

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

FINAL COMMENTS

Council Member Roth stated that City of Cartersville schools return to session on August 10th and wish all of the students a wonderful and prosperous school year.

ADJOURNMENT

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

Meeting Adjourned at 7:32 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Special Called Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	August 11, 2022
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the August 11, 2022 Special Called City Council Meeting have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting – SPECIAL CALLED
10 N. Public Square
August 11, 2022
5:00 P.M. – Council Meeting

OPENING MEETING

Mayor Santini called the Council Meeting to order at 5:00 PM.

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

Absent: Kari Hodge, Council Member Ward One; Gary Fox, Council Member Ward Five

PUBLIC HEARING

1. City M&O Millage Rate – 1st Public Hearing

Mayor Matthew Santini stated property taxes received from the Cartersville M&O property tax collections are used for the general city government operations, which include police, fire, recreation, public works, etc.

The proposed 2022 millage rate is set at 2.910 mills and is not the rollback rate (rollback rate was 2.589 mills). As a result, the rate of 2.91 mills is considered to be a property tax increase of 12.40% over the rollback rate. The tax increase on a house that has a fair market value of \$125,000 would be approximately \$16.05. Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase.

Public hearing was opened.

Michael Lusk, 4 Twinleaf Ct., came forward to speak against the City M&O Millage Rate.

David Hulsey, 226 Bartow St., came forward to speak against the City M&O Millage Rate.

With no one else to come forward to speak for or against the City M&O Millage Rate, the public hearing was closed.

This was the first public hearing. The second public hearing will be held on August 18, 2022 at 8 AM, and the third public hearing will be held on August 18, 2022 at 7 PM. Approval is recommended of the Cartersville M&O property tax millage rate of 2.910 mills for 2022.

2. Cartersville School System Millage Rate Set at 13.906 Mills for 2022

Mayor Santini stated the Cartersville City School System has recommended to their Board to adopt the millage rate of 13.906 mill for 2022. The rollback rate is 12.277 mills. As a result,

the rate of 13.906 mills is considered to be a property tax increase of 13.27% over the rollback rate. The tax increase on a house that has a fair market value of \$125,000 would be approximately \$49.65.

Public hearing was opened.

Michael Lusk, 4 Twinleaf Ct., came forward to speak against the City M&O Millage Rate.

With no one else to come forward to speak for or against the City M&O Millage Rate, the public hearing was closed.

Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase. This was the first public hearing. The second public hearing will be held on August 18, 2022 at 8 AM, and the third public hearing will be held on August 18, 2022 at 7 PM. Approval was recommended of the Cartersville City School System property tax millage rate of 13.906 mills for 2022.

Council Member Wren made a motion to adjourn.

Meeting Adjourned at 5:24 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Special Called Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	August 18, 2022
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the August 18, 2022 Special Called City Council Meeting will be handed out for your review and approval.
LEGAL:	NA



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	First Reading of Ordinance
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	City of Cartersville M&O Millage Rate Set at 2.910 Mills for 2022
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The property taxes received from the Cartersville M&O property tax collections are used for the general city government operations, which include police, fire, recreation, public works, etc.</p> <p>The proposed 2022 millage rate is set at 2.910 mills and is not the rollback rate (rollback rate was 2.589 mills). As a result, the rate of 2.91 mills is considered to be a property tax increase of 12.40% over the rollback rate. The tax increase on a house that has a fair market value of \$125,000 would be approximately \$16.05. Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase.</p> <p>The first public hearing was held on August 11, 2022 at 5 PM. The second public hearing was held on August 18, 2022 at 8 AM, and the third public hearing was held on August 18, 2022 at 7 PM. I recommend approval of the Cartersville M&O property tax millage rate of 2.910 mills for 2022.</p>
LEGAL:	None

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: BARTOW TAXING JURISDICTION: CARTERSVILLE M&O - 2ND PRELIMINARY

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	1,037,724,324	161,852,830	19,022,502	1,218,599,656
PERSONAL	313,498,694		37,833,779	351,332,473
MOTOR VEHICLES	7,575,310		46,470	7,621,780
MOBILE HOMES	52,054		16,926	68,980
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	21,883		90,874	112,757
GROSS DIGEST	1,358,872,265	161,852,830	57,010,551	1,577,735,646
EXEMPTIONS	93,078,266		16,948,978	110,027,244
NET DIGEST	1,265,793,999	161,852,830	40,061,573	1,467,708,402
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	2.910		2022 MILLAGE RATE:	2.910

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	1,265,793,999	
Net Value Added-Reassessment of Existing Real Property	RVA	161,852,830	
Other Net Changes to Taxable Digest	NAG	40,061,573	
2022 Net Digest	CYD	1,467,708,402	(PYD+RVA+NAG)
2021 Millage Rate	PYM	2.910	PYM
Millage Equivalent of Reassessed Value Added	ME	0.321	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	2.589	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	2.589
	2022 Millage Rate	2.910
	Percentage Tax Increase	12.40%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

**CITY OF CARTERSVILLE M & O
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville for fiscal year 2023 will be established at the Council meeting on August 18, 2022 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2022 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the operations of the city government.

Current 2022 Tax Digest and 5-Year History of Levy

	2017	2018	2019	2020	2021	Preliminary 2022
City Digest and Levy						
Real & Personal	\$999,637,827	\$1,036,738,140	\$1,180,843,404	\$1,319,807,450	\$1,330,695,696	\$1,548,005,527
Motor Vehicle	\$16,342,900	\$12,846,280	\$10,547,170	\$9,643,450	\$7,575,310	\$7,621,780
Mobile Homes	\$16,348	\$26,462	\$38,702	\$52,802	\$52,054	\$68,980
Timber - 100%	\$0	\$0	\$0	\$9,255	\$0	\$0
Heavy Duty Equipment	\$66,798	\$45,847	\$163,113	\$30,024	\$21,883	\$112,757
Public Utilities	\$9,920,811	\$10,549,734	\$10,975,639	\$12,176,563	\$20,527,322	\$21,926,602
Gross Digest	\$1,025,984,684	\$1,060,206,463	\$1,202,568,028	\$1,341,719,544	\$1,358,872,265	\$1,577,735,646
Less: M&O Exemptions	\$77,428,558	\$92,394,009	\$99,606,056	\$100,277,564	\$93,078,266	\$110,027,244
Net M&O Digest	\$948,556,126	\$967,812,454	\$1,102,961,972	\$1,241,441,980	\$1,265,793,999	\$1,467,708,402
M&O Millage	2.3310	2.2590	3.2590	2.9100	2.9100	2.9100
Dollars Generated	\$2,211,084	\$2,186,288	\$3,594,553	\$3,612,596	\$3,683,461	\$4,271,031
Total \$ Increase/(Decrease)	\$43,825	(\$24,796)	\$1,408,265	\$18,043	\$70,864	\$587,571
% Increase/Decrease(-)	2.02%	-1.12%	64.41%	0.50%	1.96%	15.95%
Total Millage Rate	2.3310	2.2590	3.2590	2.9100	2.9100	2.9100



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	First Reading of Ordinance
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Cartersville Business Improvement District Millage Rate Set at 1.120 Mills for 2022
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Cartersville Business Improvement District (BID) is made up of the Downtown Cartersville Business District. These business owners have been self-assessing a property tax for many years to raise funds for use in the downtown area. The Downtown Development Authority (DDA) works with local businesses to use the funds to improve the downtown area. The DDA Board requests the City Council approval of their recommended BID's property tax millage of 1.120 mills for 2022. This is the rollback rate. I recommend approval of the Cartersville Business Improvement District property tax millage of 1.120 mills for 2022.</p>
LEGAL:	None

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: BARTOW TAXING JURISDICTION: DDA - 2ND PRELIMINARY

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	18,715,957	1,980,106	1,030,771	21,726,834
PERSONAL	0		0	0
MOTOR VEHICLES	0		0	0
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	18,715,957	1,980,106	1,030,771	21,726,834
EXEMPTIONS	193,830		20,322	214,152
NET DIGEST	18,522,127	1,980,106	1,010,449	21,512,682
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	1.233		2022 MILLAGE RATE:	1.120

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	18,522,127	
Net Value Added-Reassessment of Existing Real Property	RVA	1,980,106	
Other Net Changes to Taxable Digest	NAG	1,010,449	
2022 Net Digest	CYD	21,512,682	(PYD+RVA+NAG)
2021 Millage Rate	PYM	1.233	PYM
Millage Equivalent of Reassessed Value Added	ME	0.113	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	1.120	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	1.120
	2022 Millage Rate	1.120
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

**CARTERSVILLE DOWNTOWN DEVELOPMENT AUTHORITY
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the Cartersville Downtown Development Authority for fiscal year 2023 will be established at the Council meeting on August 18, 2022 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2022 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current years' tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the Cartersville Downtown Development Authority.

Current 2022 Tax Digest and 5-Year History of Levy

	2017	2018	2019	2020	2021	Preliminary 2022
Downtown Development Authority Digest and Levy	\$10,331,261	\$10,925,365	\$13,812,529	\$18,479,613	\$18,715,957	\$21,726,834
Real & Personal			\$204,683	\$175,283	\$193,830	\$214,152
Motor Vehicle						
Mobile Homes						
Timber - 100%						
Heavy Duty Equipment						
Public Utilities						
Gross Digest	\$10,331,261	\$10,925,365	\$13,812,529	\$18,479,613	\$18,715,957	\$21,726,834
Less: M&O Exemptions	\$56,756	\$112,000	\$204,683	\$175,283	\$193,830	\$214,152
Net M&O Digest	\$10,274,505	\$10,813,365	\$13,607,846	\$18,304,330	\$18,522,127	\$21,512,682
M&O Millage	2.3260	2.2100	1.7890	1.2790	1.2330	1.1200
Dollars Generated	\$23,898	\$23,898	\$24,344	\$23,411	\$22,838	\$24,094
Total \$ Increase/(Decrease)	\$2,037	\$0	\$448	(\$932)	(\$572)	\$1,257
% Increase/Decrease(-)	9.32%	0.00%	1.87%	-3.90%	-2.35%	5.51%
Total Millage Rate	2.3260	2.2100	1.7890	1.2790	1.2330	1.1200



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	GO Parks & Recreation Property Tax Millage Rate Set at 0.624 Mills for 2022
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The citizens of Cartersville approved a referendum in November of 2014 authorizing the city to issue bonds to be used to pay for renovations and improvements to the parks and recreation buildings and properties. The bonds were issued with a ten-year payback period. In order to make the scheduled bond payments, the city is assessing a property tax millage of 0.624 mills (below the rollback rate of .656 mills) for 2022, also approved by the citizens. The millage rate for this will fluctuate over the ten years and will need to be set with a millage large enough to cover the semi-annual bond payments. I recommend approval of the Cartersville GO Parks and Recreation Bond tax millage rate of 0.624 mills for 2022.</p>
LEGAL:	None

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: BARTOW TAXING JURISDICTION: PARKS & REC - 2ND PRELIMINARY

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	1,037,724,324	161,852,830	19,022,502	1,218,599,656
PERSONAL	313,498,694		37,833,779	351,332,473
MOTOR VEHICLES	7,575,310		46,470	7,621,780
MOBILE HOMES	52,054		16,926	68,980
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	21,883		90,874	112,757
GROSS DIGEST	1,358,872,265	161,852,830	57,010,551	1,577,735,646
EXEMPTIONS	93,078,267		16,948,977	110,027,244
NET DIGEST	1,265,793,998	161,852,830	40,061,574	1,467,708,402
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	0.737		2022 MILLAGE RATE:	0.624

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	1,265,793,998	
Net Value Added-Reassessment of Existing Real Property	RVA	161,852,830	
Other Net Changes to Taxable Digest	NAG	40,061,574	
2022 Net Digest	CYD	1,467,708,402	(PYD+RVA+NAG)
2021 Millage Rate	PYM	0.737	PYM
Millage Equivalent of Reassessed Value Added	ME	0.081	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	0.656	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.656
	2022 Millage Rate	0.624
	Percentage Tax Increase	-4.88%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

**CITY OF CARTERSVILLE GO PARKS AND RECREATION BOND
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the GO Parks & Recreation Bond millage rate for the fiscal year 2023 will be established at the Council meeting on August 18, 2022 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2022 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the debt payment for the GO Parks and Recreation Bond.

Current 2022 Tax Digest and 5-Year History of Levy

	2017	2018	2019	2020	2021	Preliminary 2022
Parks and Recreation Digest and Levy						
Real & Personal	\$999,637,827	\$1,057,720,590	\$1,180,843,404	\$1,319,807,450	\$1,330,695,696	\$1,548,005,527
Motor Vehicle	\$16,342,900	\$12,846,280	\$10,547,170	\$9,643,450	\$7,575,310	\$7,621,780
Mobile Homes	\$16,348	\$26,462	\$38,702	\$52,802	\$52,054	\$68,980
Timber - 100%	\$0	\$0	\$0	\$9,255	\$0	\$0
Heavy Duty Equipment	\$66,798	\$45,847	\$163,113	\$30,024	\$21,883	\$112,757
Public Utilities	\$9,920,811	\$10,549,734	\$10,975,639	\$12,176,563	\$20,527,322	\$21,926,602
Gross Digest	\$1,025,984,684	\$1,081,188,913	\$1,202,568,028	\$1,341,719,544	\$1,358,872,265	\$1,577,735,646
Less: M&O Exemptions	\$77,428,558	\$128,817,379	\$99,606,056	\$100,277,567	\$93,078,267	\$110,027,244
Net M&O Digest	\$948,556,126	\$952,371,534	\$1,102,961,972	\$1,241,441,977	\$1,265,793,998	\$1,467,708,402
M&O Millage	1.0000	0.9690	0.8610	0.7700	0.7700	0.6240
Dollars Generated	\$948,556	\$922,848	\$949,650	\$955,910	\$974,661	\$915,850
Total \$ Increase/(Decrease)	(\$37,638)	(\$25,708)	\$26,802	\$6,261	\$18,752	(\$58,810)
% Increase/Decrease(-)	0.00%	-2.71%	2.83%	0.66%	1.96%	-6.03%
Total Millage Rate	1.0000	0.9690	0.8610	0.7700	0.7700	0.6240



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Cartersville School System Millage Rate Set at 13.906 Mills for 2022
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Cartersville City School System has recommended to their Board to adopt the millage rate of 13.906 mill for 2022. The rollback rate is 12.277 mills. As a result, the rate of 13.906 mills is considered to be a property tax increase of 13.27% over the rollback rate. The tax increase on a house that has a fair market value of \$125,000 would be approximately \$49.65.</p> <p>Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase. The first public hearing was held on August 11, 2022 at 5 PM. The second public hearing was held on August 18, 2022 at 8 AM, and the third public hearing was held on August 18, 2022 at 7 PM. The City Council approves the School Board’s recommended tax millage rate for city residents where all the property taxes collected are used by the Cartersville City School System. I recommend approval of the Cartersville City School System property tax millage rate of 13.906 mills for 2022.</p>
LEGAL:	None

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: BARTOW TAXING JURISDICTION: CARTERSVILLE SCHOOLS - 2ND PRELIMINARY

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	1,037,724,324	161,852,830	19,022,502	1,218,599,656
PERSONAL	313,498,694		37,833,779	351,332,473
MOTOR VEHICLES	7,575,310		46,470	7,621,780
MOBILE HOMES	52,054		16,926	68,980
TIMBER -100%	21,883		(21,883)	0
HEAVY DUTY EQUIP	0		112,757	112,757
GROSS DIGEST	1,358,872,265	161,852,830	57,010,551	1,577,735,646
EXEMPTIONS	173,834,036		22,490,577	196,324,613
NET DIGEST	1,185,038,229	161,852,830	34,519,974	1,381,411,033
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	13.906		2022 MILLAGE RATE:	13.906

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	1,185,038,229	
Net Value Added-Reassessment of Existing Real Property	RVA	161,852,830	
Other Net Changes to Taxable Digest	NAG	34,519,974	
2022 Net Digest	CYD	1,381,411,033	(PYD+RVA+NAG)
2021 Millage Rate	PYM	13.906	PYM
Millage Equivalent of Reassessed Value Added	ME	1.629	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	12.277	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	12.277
	2022 Millage Rate	13.906
	Percentage Tax Increase	13.27%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

**CITY OF CARTERSVILLE SCHOOL SYSTEM
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville School System for fiscal year 2023 will be established at the Council meeting on August 18, 2022 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2022 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the operations of the city school system.

Current 2022 Tax Digest and 5-Year History of Levy

City School System Digest and Levy	2017	2018	2019	2020	2021	Preliminary 2022
Real & Personal	\$999,637,827	\$1,057,720,590	\$1,172,863,513	\$1,319,375,963	\$1,330,695,696	\$1,548,005,527
Motor Vehicle	\$16,342,900	\$12,846,280	\$10,547,170	\$9,643,450	\$7,575,310	\$7,621,780
Mobile Homes	\$16,348	\$26,462	\$38,702	\$52,802	\$52,054	\$68,980
Timber - 100%	\$0	\$0	\$0	\$9,255	\$21,883	\$0
Heavy Duty Equipment	\$66,798	\$45,847	\$163,113	\$30,024	\$0	\$112,757
Public Utilities	\$9,920,811	\$10,549,734	\$10,975,639	\$12,176,563	\$20,527,322	\$21,926,602
Gross Digest	\$1,025,984,684	\$1,081,188,913	\$1,194,588,137	\$1,341,288,057	\$1,358,872,265	\$1,577,735,646
Less: M&O Exemptions	\$113,094,648	\$128,817,379	\$136,513,004	\$170,641,938	\$173,834,036	\$196,324,613
Net M&O Digest	\$912,890,036	\$952,371,534	\$1,058,075,133	\$1,170,646,119	\$1,185,038,229	\$1,381,411,033
M&O Millage	16.192	15.674	14.576	14.576	13.906	13.906
Dollars Generated	\$14,781,515	\$14,927,471	\$15,422,503	\$17,063,338	\$16,479,142	\$19,209,902
Total \$ Increase/(Decrease)	\$294,012	\$145,956	\$495,032	\$1,640,835	(\$584,196)	\$2,730,760
% Increase/Decrease(-)	2.03%	0.99%	3.32%	10.64%	-3.42%	17.71%
Total Millage Rate	16.192	15.674	14.576	14.576	13.906	13.906

CARTERSVILLE SCHOOL BOARD

Millage Rate Levy to City Council of the City of Cartersville

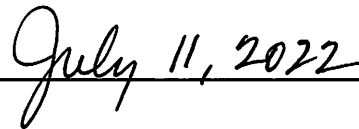
MOTION for School Board approval:

The Cartersville School Board recommends to the City Council of the City of Cartersville the millage rate of 13.906 mills to fund the school system's FY23 Budget.

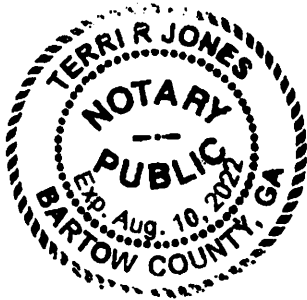
Recommendation passed by unanimous vote of the Cartersville School Board on July 11, 2022.



Notary Public



Date





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Historic Preservation Commission
DEPARTMENT SUMMARY RECOMMENDATION:	Brad Galland and Greg Frisbee are currently serving on the Historic Preservation Commission. Their current term will expire on September 7, 2022 and they would like to continue serving. Their new term would expire on September 7, 2025 if they are reappointed.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Etowah Area Consolidated Housing Authority
DEPARTMENT SUMMARY RECOMMENDATION:	Ms. Hazel Stephenson has resigned from the Housing Authority. Ty Mitcham would like to serve on the Authority and his application is included. If appointed, his new term would end on April 1, 2026.
LEGAL:	N/A

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name Mitcham Ty D.
(last) (first) (middle initial)

Address 544 W. Main Street
(street)

Email Address [REDACTED]

Home Phone 770-382-0058 Cell Phone [REDACTED]

City Resident Yes No Ward 1 2 3 4 5 6
(if applicable)

Related Experience: Civic/Business/Other

Currently I serve on the Parks and Recreation Advisory Board and am the President of Cartersville Little League. Both I have been involved with for years. Professionally I am a licensed Real Estate Broker and hold a builder's license in the state of Georgia.

Personal References (list at least 3)

David Caswell
Howard Smith
John T. Mrazko

Position Information

Board/Commission applying for: Etowah Area Housing Authority

Reason interested in position (please explain in space provided)
For the past 7 years I have served our community through being a board member at Cartersville Little League and have also served on the Parks and Recreation Advisory Board. Serving our community is a joy me and my family enjoy and are thankful for such opportunities. If selected I will be honored to continue to serve through E.A.H.A.

Applicant Signature [Signature] Date 8-8-2022

Thank you for your interest in serving our community



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Local Option Sales Tax Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	Over the past month, we have had a few meetings with cities within Bartow County and joint meetings with Commissioner Taylor and all cities to come to an agreement on how the Local Option Sales Tax (LOST) will be distributed. In the past couple of distributions, LOST was split according to the decennial census, and sometimes Cartersville and Bartow County each gave up some percentage so smaller cities within the County would not be hurt by smaller LOST dollars distributed to them. The most recent census has Cartersville growing to 21.292% from 19.3% just using population. After discussing this with Bartow County and the other cities, other factors were used to determine how these funds will be distributed and after a couple of meetings, Cartersville’s percentage, if approved, will be 22.75%. The new LOST percentage will be effective on January 1, 2023 and I recommend approval of the 22.75% distribution for the City of Cartersville.
LEGAL:	N/A



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of BARTOW County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>Adairsville</u>	shall receive	<u>4.60</u>	%
City of <u>Cartersville</u>	shall receive	<u>22.75</u>	%
City of <u>Emerson</u>	shall receive	<u>2.10</u>	%
City of <u>Euharlee</u>	shall receive	<u>3.85</u>	%
City of <u>Kingston</u>	shall receive	<u>0.30</u>	%
City of <u>White</u>	shall receive	<u>0.80</u>	%
County of <u>Bartow</u>	shall receive	<u>65.60</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 9th day of August 2022.

KENNETH CARSON, MAYOR OF THE CITY OF ADAIRSVILLE

MATTHEW SANTINI, MAYOR OF THE CITY OF CARTERSVILLE

AL PALLONE, MAYOR OF THE CITY OF EMERSON

CRAIG GUYTON, MAYOR OF THE CITY OF EUHARLEE

ELBERT WISE, MAYOR OF THE CITY OF KINGSTON

PERRY BELL, MAYOR OF THE CITY OF WHITE

STEVE TAYLOR, SOLE COMMISSIONER OF

BARTOW COUNTY



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	32 Ann Circle
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department recommends Council approve and sign the interconnection agreement.
LEGAL:	N/A

32 Ann Circle

ELECTRICAL INTERCONNECTION AND EXCHANGE AGREEMENT

Residential customer has installed a solar power generation source (roof mounted solar panels) that will be interconnected with the city's distribution system.

Whenever someone attaches a power generation source to our distribution system, such as a solar power system, they are required to meet certain guidelines to prevent negative impact to our system. We also must visually inspect and field test that the system operates in accordance with our guidelines.

We have completed the field test portion of the requirements. The terms for operating the solar generation system are outlined in the provided standard agreement, and have been signed by the owner. I'm requesting your authorization to allow the Mayor and city clerk to sign and execute the agreement on the City's behalf.

ELECTRICAL INTERCONNECTION AND POWER EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into this 11th day of August, 2022,
by and between Michelle Jones,
hereinafter referred to as the "Owner"; and the City of Cartersville, a Georgia municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Owner desires to interconnect an eligible distributed generation system to operate in parallel to the City's electric system for production of electric energy intended primarily to offset part or all of the Owner's requirement for electricity; and,

WHEREAS, the City is or will be the electric supplier of the Owner's premises; and,

WHEREAS, the Owner's eligible distributed generation system will be installed at the Owner's premises located at 32 Ann Circle Cartersville, GA 30121; and,

WHEREAS, the Owner's eligible distributed generation system is defined by the State of Georgia as a "Renewable Energy Source" such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program; and,

WHEREAS, the Owner understands the City is not obligated to permit interconnection to or purchase power from distributed generation systems with a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Scope and Purpose

This Agreement describes the conditions under which the City and the Owner agree that the distributed generating facility or facilities may be interconnected to and operated in parallel with the City's electric system and power exchange arrangements. Other services the Owner may require from the City are covered under separate agreements.

The following exhibits are incorporated and made a part of this Agreement:

Exhibit A: Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, hereinafter referred to as the "System".

Exhibit B: City's "Authorization or Non-Authorization" to connect.

Exhibit C: City's "Distributed Generation Energy Rider".

Exhibit D: City's "Notice of Power Exchange Amount".

2. Term and Termination

2.1 The term of this Agreement begins on the date first set forth above (regardless of the date that the Owner is authorized to interconnect the System pursuant to Section 5 below) and continues until December 31 of the same year then continues for ten (10) successive 1-year terms from January 1 to December 31 unless terminated prior by either party pursuant to the provisions of this Agreement.

2.2 Either party may terminate this Agreement at any time by providing 90 days written notice to the other party. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale.

2.3 The City may terminate this Agreement at any time for violation of this Agreement upon written notice to the Owner.

2.4 At the time of termination of this Agreement for any reason, the City reserves the right, but not the obligation, to perform lock out procedures to disconnect the Owner's System from the City's electric system.

3. Summary and Description of Owner's System

3.1 The Owner's System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The System begins and continues up-stream towards the distributed generation from the overcurrent protective device on the Owner's premises. However, the meter socket(s) and related electrical connects are part of the System and are the responsibility of the Owner. The meter(s) is (are) City equipment.

3.2 The type of Distributed Generation equipment is: Photovoltaic and Inverter

3.3 Capacity of the Distributed Generation equipment is: 6.0 kW.

3.4 The expected annual energy production of the Distributed Generation equipment is: 8,556 kWh.

3.5 The expected date of initial operation of the Distributed Generation equipment is: 9/2/2022.

4. Installation and Permitting

4.1 The Owner and the System must comply with all applicable National Electric Code (NEC), UL and IEEE requirements, including, but not limited to:

UL 1741-Standard for Static Inverters and Charge Controllers for Use with Photovoltaic Systems.

IEEE Standard 1547 (2003): Standard for Interconnecting Distributed Resources with Electric Power Systems. [NOTE: UL 1741 will soon be incorporated into IEEE 1547].

Other organizations, such as the Canadian Standards Association (CSA), test to UL 1741. If the inverter is tested by an organization other than Underwriters Laboratories, the test data must be submitted to the City.

The Owner at the Owner's expense must: 1) obtain all necessary electrical permits for installation of the System and 2) obtain and maintain any government authorizations or permits required for the operation of the System. The Owner must reimburse the City for any and all losses, damages, claims, penalties, or liability the City incurs as a result of Owner's failure to obtain or to maintain any governmental Authorizations and permits required for construction and operation of the Owner's System.

4.2 The Owner or its contractor must construct the System as specified in Exhibit A.

4.3 The Owner must provide a manual, lockable, load-break disconnect switch that provides a "visible air gap" adjacent to the point of connection to the City's electric system to provide a point of electrical separation between the Owner's System and the City's electric system. The City will approve the location of the disconnect switch. The disconnect switch must be easily visible, mounted separately from the metering equipment, readily accessible to the City personnel at all times, permanently labeled "GENERATION DISCONNECT", capable of interrupting the maximum available fault current of System, and capable of being locked in the open position with the City's lock. The City may open the disconnect switch thereby isolating the Owner's System from the City electric system for any reason that the City deems necessary including, but not limited to, maintenance or emergency work, the System adversely affecting other customers of the City, failure of the System to comply with codes/regulations, the System creating hazardous or unsafe conditions, the Owner's failure to pay utility bills when due, and failure to comply with the UL Standards in Section 4.1 above.

The Owner understands the City may accept, but is not obligated to accept, renewable energy credits from the Owner. If Owner anticipates transferring renewable energy credits to the City, the Owner must provide an approved meterbase installed adjacent to the disconnect switch mentioned above suitable for a City meter. City shall own this meter, known as the production meter.

4.4 The System must meet the following power quality requirements:

4.4.1. Voltage – the System must operate within 88 to 110% of nominal voltage. Response to voltages outside this range shall be as follows:

<u>Voltage</u>	<u>Maximum Trip Time</u>
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$88\% \leq V \leq 110\%$	normal operation
$110\% < V \leq 120\%$	60 cycles
$V > 120\%$	10 cycles

4.4.2 Flicker – The System shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

4.4.3 Frequency – The System must have a frequency range of 59.3 to 60.5 Hz. When the interconnected system frequency is outside this range, the System shall trip within 10 cycles.

4.4.4 Waveform Distortion (Harmonics) – The System must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City’s electric system. When the System is serving balanced linear loads, harmonic current injection into the City’s network shall not exceed the following:

Odd harmonics (h):

$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

4.4.5 Power Factor – The System must operate at a power factor >0.85 (leading or lagging) when output is greater than 10% of full load.

4.4.6 Islanding Protection – The System must cease to energize the utility line when the inverter is subjected to islanding conditions. The System must immediately, completely, and automatically disconnect from the City’s electric system in the event of a fault on the Owner’s System or loss of source on the City’s electric system. The City, at its own discretion and expense, may conduct periodic testing of anti-islanding. Anti-islanding is a means by which the Owner’s System will cease to generate when it is still connected to the isolated (due to fault clearing or other switching) section of the City’s electric system.

4.4.7 Isolation Transformer – The City may require a dedicated power transformer between the System and City-owned equipment in order to minimize adverse effects on other City customers.

4.5 The Owner's over-current protective device (Breaker) at the service panel must be dedicated and must be capable of interrupting the maximum available fault current. The Breaker shall be clearly marked to indicate power source and connection to the City's electric system.

4.6 The Owner, at the Owner's expense, must pay for any additional equipment required to connect the System to the City's electric system.

5. Written Authorization for Connection

The Owner may not connect the System to the City's electric system until: 1) this Agreement has been fully executed by the parties, 2) the System has been tested, and 3) written authorization to connect the System, in a form substantially similar to Attachment B, has been given to the Owner by the City. The City may have representatives present at the initial testing of the Owner's System and may perform (at its own expense) whatever testing of the Owner's System that the City deems necessary.

After written authorization to connect the System to the City's electric system has been given, the Owner shall make no changes or modifications in the System or of its mode of operation without the prior written approval of the City.

6. Warranty

The City's inspection and approval, if any, of the System is solely for the City's benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Owner or leased by the Owner from third parties, including without limitation the System and any structures, wires, appliances or devices appurtenant thereto.

7. Indemnity and Liability

7.1 The Owner releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Owner's activities, actions or omissions under this Agreement.

7.2 Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City under law.

8. Location of System

The System will be installed in the physical location specified or depicted in Exhibit A. The Owner cannot relocate and connect the System at another premises or physical location without filing a new interconnection application with the City or requesting modifications to this Agreement allowing for connection at the alternate location. In the event that such approval is given, any relocation and installation of the System will be at the Owner's sole expense.

9. Access to Premises

The Owner will provide the City access to the Owner's premises to (i) inspect the Owner's System, (ii) to read and to replace meters, (iii) to open the load-break disconnect switch, and (iv) to disconnect the interconnection facilities at the City's meter or transformer.

10. Maintenance of System

The Owner, at the Owner's sole cost and expense, will maintain the System including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes and regulation, including, but not limited to, the requirements of Section 4 above. The Owner must retain all records for such maintenance. These records must be available to the City for inspection at all reasonable times.

11. Safety

The Owner agrees to install, operate and maintain the System in a safe and prudent manner and in conformance with all applicable laws, codes and regulations including, but not limited to, those contained in Section 4 above.

12. Power Exchange Rate

The rate at which electrical energy is purchased by the City from the System is described in the "Distributed Generation Energy Rider", attached as Exhibit C, or successor riders as may be approved by the City.

13. Power Exchange Amount

The maximum amount of electrical energy purchased by the City from the System is described in the "Notice of Power Exchange Amount", attached as Exhibit D, or successor notices as may be provided by the City.

For Systems exceeding peak generating capacity of 10 kW per residential installation or 100 kW per nonresidential installation, City may alter the amount of electricity purchased from System or cease purchasing electricity from System by providing ninety (90) days written notice to Owner in a form substantially similar to Attachment D.

14. Power Exchange Obligations of City

The City agrees to:

- a) Purchase excess electricity generated at the Owner's referenced premises, per the City's notice of power exchange amount.
- b) Install appropriate electrical metering that provides for flow of energy both into (from the City) and out of (to the City) the property, such metering to provide a reading of the energy used or supplied during any billing period.
- c) Install appropriate electrical metering (production meter) that provides for flow of energy from System, such metering to provide a reading of the total energy generated, if Owner elects to transfer Renewable Energy Credits.
- d) Bill or make payment to the Owner for the electrical energy consumed or exchanged, per the City's distributed generation energy rider.
- e) The City reserves the right to separate Owner's equipment from the City's lines and facilities if, in the exclusive opinion of the City, continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify Owner so that any unsafe condition can be corrected.

15. Power Exchange Obligations of Owner

The Owner agrees and warrants:

- a) That it has full power and authority to execute and deliver this Agreement and all documents contemplated hereunder, and to assure full performance and compliance.
- b) That the Owner will pay for the electrical power exchanged per the City's distributed generation energy rider set forth in Exhibit C or successor riders as may be approved by the City.
- c) That the Owner shall supply the City with appropriate electrical interconnection plans, which must be designed to protect the safety of the City and the general public, and which must be pre-approved by the City. Included in these plans must be the requirement that the customer-owned interconnection equipment must disconnect from the City's electrical system upon the absence of City utility power.
- d) That the Owner agrees to provide the City access to the metering equipment, and agrees to cooperate with the City for any special, temporary metering intended to monitor energy flows.
- e) That the Owner agrees to pay for any incremental City metering or electrical distribution system costs necessitated by this Agreement.
- f) That the Owner will provide, install, own and maintain such power exchange and interconnection equipment that provides for the safe interconnection to the City's system.
- g) That the Owner's installed generation and interconnection equipment will operate safely at the time of installation and throughout the term of the Agreement.
- h) That the Owner will notify the City of any changes to the Owner's system (size change, generation change, or change in interconnection equipment). Technical information on any changes in Owner's equipment must be provided to the City and pre-approval received from the City prior to Owner connection and operation of such equipment.

16. Assignment

This Agreement may not be assigned by the Owner without the prior written consent of the City, which may be withheld in its sole discretion. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale. If the new owner desires to continue receiving Service, the new owner must enter into a new, separate agreement with the City.

17. Force Majeure

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

18. Severability

If any provision of this Agreement is found to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect, and such term or provision will be deemed stricken for as long as it remains illegal or unenforceable.

19. Governing Law and Venue

17.1 Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Georgia.

17.2 In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation, arising there under will be in the Superior Court of Bartow County, Georgia, and, if necessary for exclusive federal questions, the United States District Court for the Northern District of Georgia. The Owner waives any objection to jurisdiction or venue of any action instituted pursuant to this section and may not assert any defense in any such action based on lack of jurisdiction or venue or based upon Forum Non Conveniens. The Owner waives any bond or surety or security upon such bond or surety which, but for this waiver, might be required by the City.

20. Survival

The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.

21. Notices and Other Communications

Except as otherwise provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Owner: Company: _____
 Contact: Michelle Jones
 Title: Owner
 Address: 32 Ann Circle
Cartersville GA 30121
 Phone: 404-931-4729
 Fax: _____

If to City: CITY OF CARTERSVILLE
 ATTN: ELECTRIC DIRECTOR
 P.O. BOX 1390 (if regular mail)
 320 S. ERWIN ST. (if overnight mail)
 CARTERSVILLE, GA 30120
 Phone: 770-387-5631
 Fax: 770-387-5630

22. Entire Agreement

This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from the City in connection with this Agreement are for informational purposes only. No such communications is intended by the City to constitute either an electronic record or an electronic signature or to constitute any agreement by the City to conduct a transaction by electronic means. Any such intention or agreement is expressly disclaimed.

23. Acknowledgements Regarding Agreement

By signing below, the Owner acknowledges understanding of the terms of this Agreement and that the Owner may not connect the System to the City’s electric system until the Owner has received written authorization to connect from the City. Within 30 days after notice from the Owner that the System is ready for interconnection to the City’s electric system, the City will inspect the System and will provide a written authorization to connect the System or a statement that the System may not be connected because of non-compliance with this Agreement.

24. Compliance with Ordinances and Regulations

The Owner shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City laws, rules, statutes, charter provisions, ordinances and regulations.

25. Beneficiaries

This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit or right of action to any third party. Any party besides the City or the Owner receiving services or benefits under this Agreement is only an incidental beneficiary.

26. Status of Owner

The Owner shall perform all operations under this Agreement as an independent Contractor, and not as an agent or employee of the City. No the City official or employee shall supervise the Owner. The Owner will exercise no supervision over any employee or official of the City. The Owner shall not represent that Owner is an employee or agent of the City in any capacity. The Owner has no right to Worker's Compensation benefits from the City or its insurance carriers or funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

WITNESS:

Michelle Jones

Owner

By: _____

DocuSigned by:
Michelle Jones
E1FBDE6B95B348E...

Printed: Michelle Jones

Title: Owner

ATTEST:

City Clerk Julia Drake

CITY OF CARTERSVILLE,
a Georgia Municipal Corporation

By: Mayor Matthew J. Santini

Exhibit A

**APPLICATION FOR INTERCONNECTION
OF DISTRIBUTED GENERATION FACILITY**

(Attach Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, the "System".)

Exhibit B

AUTHORIZATION or NON-AUTHORIZATION

This notice is provided to the owner of a distributed generation system detailing authorization or non-authorization to connect to the City of Cartersville’s electric system pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit B and is hereby made a part of said Agreement superseding any prior Exhibit B.

Name: Michelle Jones

Address: 32 Ann Circle Cartersville GA 30121

.....

System tested by: _____

Date: _____

.....

Section A: Authorization. The System has been inspected and tested and may be connected to the City’s electric system

Signed by: _____

Printed Name: _____

Printed Title: _____

Date: _____

OR

Section B: Non-Authorization. The System cannot be connected to the City’s electric system because the System does not comply with Agreement or does not test properly.

Signed by: _____

Printed Name: _____

Printed Title: _____

Date: _____

Exhibit C

DISTRIBUTED GENERATION ENERGY RIDER

(Attach Distributed Generation Energy Rider)

Exhibit D

NOTICE OF POWER EXCHANGE AMOUNT

This notice is provided to the owner of a distributed generation system detailing changes in the amount of Renewable Energy Credits and/or electrical energy to be purchased by the City of Cartersville pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit D and is hereby made a part of said Agreement superseding any prior Exhibit D.

Date of Notice: _____

Consumption month change will occur: _____

Renewable Energy Credits to be purchased: _____

Maximum monthly consumption (kWh) to be purchased: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Piana Nonwovens
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department recommends Council approve and sign the interconnection agreement.
LEGAL:	N/A

Piana Nonwovens

ELECTRICAL INTERCONNECTION AND EXCHANGE AGREEMENT

Industrial customer has installed a solar power generation source (roof mounted solar panels) that will be interconnected with the city's distribution system.

Whenever someone attaches a power generation source to our distribution system, such as a solar power system, they are required to meet certain guidelines to prevent negative impact to our system. We also must visually inspect and field test that the system operates in accordance with our guidelines.

We have completed the field test portion of the requirements. The terms for operating the solar generation system are outlined in the provided standard agreement, and have been signed by the owner. I'm requesting your authorization to allow the Mayor and city clerk to sign and execute the agreement on the City's behalf.

ELECTRICAL INTERCONNECTION AND POWER EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into this 11 day of May, 2022,

by and between Piana Nonwovens, hereinafter referred to as the "Owner"; and the City of Cartersville, a Georgia municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Owner desires to interconnect an eligible distributed generation system to operate in parallel to the City's electric system for production of electric energy intended primarily to offset part or all of the Owner's requirement for electricity; and,

WHEREAS, the City is or will be the electric supplier of the Owner's premises; and,

WHEREAS, the Owner's eligible distributed generation system will be installed at the Owner's premises located at 101 Old mill Rd. Catersville, GA 30120; and,

WHEREAS, the Owner's eligible distributed generation system is defined by the State of Georgia as a "Renewable Energy Source" such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program; and,

WHEREAS, the Owner understands the City is not obligated to permit interconnection to or purchase power from distributed generation systems with a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Scope and Purpose

This Agreement describes the conditions under which the City and the Owner agree that the distributed generating facility or facilities may be interconnected to and operated in parallel with the City's electric system and power exchange arrangements. Other services the Owner may require from the City are covered under separate agreements.

The following exhibits are incorporated and made a part of this Agreement:

- Exhibit A: Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, hereinafter referred to as the "System".
- Exhibit B: City's "Authorization or Non-Authorization" to connect.
- Exhibit C: City's "Distributed Generation Energy Rider".

Exhibit D: City's "Notice of Power Exchange Amount".

2. Term and Termination

2.1 The term of this Agreement begins on the date first set forth above (regardless of the date that the Owner is authorized to interconnect the System pursuant to Section 5 below) and continues until December 31 of the same year then continues for ten (10) successive 1-year terms from January 1 to December 31 unless terminated prior by either party pursuant to the provisions of this Agreement.

2.2 Either party may terminate this Agreement at any time by providing 90 days written notice to the other party. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale.

2.3 The City may terminate this Agreement at any time for violation of this Agreement upon written notice to the Owner.

2.4 At the time of termination of this Agreement for any reason, the City reserves the right, but not the obligation, to perform lock out procedures to disconnect the Owner's System from the City's electric system.

3. Summary and Description of Owner's System

3.1 The Owner's System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The System begins and continues up-stream towards the distributed generation from the overcurrent protective device on the Owner's premises. However, the meter socket(s) and related electrical connects are part of the System and are the responsibility of the Owner. The meter(s) is (are) City equipment.

3.2 The type of Distributed Generation equipment is: Photovoltaic.

3.3 Capacity of the Distributed Generation equipment is: 471.9 kW.

3.4 The expected annual energy production of the Distributed Generation equipment is: 589,875 kWh.

3.5 The expected date of initial operation of the Distributed Generation equipment is: 6/11/2022.

4. Installation and Permitting

4.1 The Owner and the System must comply with all applicable National Electric Code (NEC), UL and IEEE requirements, including, but not limited to:

UL 1741-Standard for Static Inverters and Charge Controllers for Use with Photovoltaic Systems.

IEEE Standard 1547 (2003): Standard for Interconnecting Distributed Resources with Electric Power Systems. [NOTE: UL 1741 will soon be incorporated into IEEE 1547].

Other organizations, such as the Canadian Standards Association (CSA), test to UL 1741. If the inverter is tested by an organization other than Underwriters Laboratories, the test data must be submitted to the City.

The Owner at the Owner's expense must: 1) obtain all necessary electrical permits for installation of the System and 2) obtain and maintain any government authorizations or permits required for the operation of the System. The Owner must reimburse the City for any and all losses, damages, claims, penalties, or liability the City incurs as a result of Owner's failure to obtain or to maintain any governmental Authorizations and permits required for construction and operation of the Owner's System.

4.2 The Owner or its contractor must construct the System as specified in Exhibit A.

4.3 The Owner must provide a manual, lockable, load-break disconnect switch that provides a "visible air gap" adjacent to the point of connection to the City's electric system to provide a point of electrical separation between the Owner's System and the City's electric system. The City will approve the location of the disconnect switch. The disconnect switch must be easily visible, mounted separately from the metering equipment, readily accessible to the City personnel at all times, permanently labeled "GENERATION DISCONNECT", capable of interrupting the maximum available fault current of System, and capable of being locked in the open position with the City's lock. The City may open the disconnect switch thereby isolating the Owner's System from the City electric system for any reason that the City deems necessary including, but not limited to, maintenance or emergency work, the System adversely affecting other customers of the City, failure of the System to comply with codes/regulations, the System creating hazardous or unsafe conditions, the Owner's failure to pay utility bills when due, and failure to comply with the UL Standards in Section 4.1 above.

The Owner understands the City may accept, but is not obligated to accept, renewable energy credits from the Owner. If Owner anticipates transferring renewable energy credits to the City, the Owner must provide an approved meterbase installed adjacent to the disconnect switch mentioned above suitable for a City meter. City shall own this meter, known as the production meter.

4.4 The System must meet the following power quality requirements:

4.4.1. Voltage – the System must operate within 88 to 110% of nominal voltage. Response to voltages outside this range shall be as follows:

<u>Voltage</u>	<u>Maximum Trip Time</u>
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$88\% \leq V \leq 110\%$	normal operation
$110\% < V \leq 120\%$	60 cycles
$V > 120\%$	10 cycles

4.4.2 Flicker – The System shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

4.4.3 Frequency – The System must have a frequency range of 59.3 to 60.5 Hz. When the interconnected system frequency is outside this range, the System shall trip within 10 cycles.

4.4.4 Waveform Distortion (Harmonics) – The System must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City’s electric system. When the System is serving balanced linear loads, harmonic current injection into the City’s network shall not exceed the following:

Odd harmonics (h):

$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

4.4.5 Power Factor – The System must operate at a power factor >0.85 (leading or lagging) when output is greater than 10% of full load.

4.4.6 Islanding Protection – The System must cease to energize the utility line when the inverter is subjected to islanding conditions. The System must immediately, completely, and automatically disconnect from the City’s electric system in the event of a fault on the Owner’s System or loss of source on the City’s electric system. The City, at its own discretion and expense, may conduct periodic testing of anti-islanding. Anti-islanding is a means by which the Owner’s System will cease to generate when it is still connected to the isolated (due to fault clearing or other switching) section of the City’s electric system.

4.4.7 Isolation Transformer – The City may require a dedicated power transformer between the System and City-owned equipment in order to minimize adverse effects on other City customers.

4.5 The Owner’s over-current protective device (Breaker) at the service panel must be dedicated and must be capable of interrupting the maximum available fault current. The Breaker shall be clearly marked to indicate power source and connection to the City’s electric system.

4.6 The Owner, at the Owner’s expense, must pay for any additional equipment required to connect the System to the City’s electric system.

5. Written Authorization for Connection

The Owner may not connect the System to the City’s electric system until: 1) this Agreement has been fully executed by the parties, 2) the System has been tested, and 3) written authorization to connect the System, in a form substantially similar to Attachment B, has been given to the Owner by the City. The City may have representatives present at the initial testing of the Owner’s System and may perform (at its own expense) whatever testing of the Owner’s System that the City deems necessary.

After written authorization to connect the System to the City’s electric system has been given, the Owner shall make no changes or modifications in the System or of its mode of operation without the prior written approval of the City.

6. Warranty

The City’s inspection and approval, if any, of the System is solely for the City’s benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Owner or leased by the Owner from third parties, including without limitation the System and any structures, wires, appliances or devices appurtenant thereto.

7. Indemnity and Liability

7.1 The Owner releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Owner’s activities, actions or omissions under this Agreement.

7.2 Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City under law.

8. Location of System

The System will be installed in the physical location specified or depicted in Exhibit A. The Owner cannot relocate and connect the System at another premises or physical location without filing a new interconnection application with the City or requesting modifications to this Agreement allowing for connection at the alternate location. In the event that such approval is given, any relocation and installation of the System will be at the Owner’s sole expense.

9. Access to Premises

The Owner will provide the City access to the Owner’s premises to (i) inspect the Owner’s System, (ii) to read and to replace meters, (iii) to open the load-break disconnect switch, and (iv) to disconnect the interconnection facilities at the City’s meter or transformer.

10. Maintenance of System

The Owner, at the Owner’s sole cost and expense, will maintain the System including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes and regulation, including, but not limited to, the requirements of Section 4 above. The Owner must retain all records for such maintenance. These records must be available to the City for inspection at all reasonable times.

11. Safety

The Owner agrees to install, operate and maintain the System in a safe and prudent manner and in conformance with all applicable laws, codes and regulations including, but not limited to, those contained in Section 4 above.

12. Power Exchange Rate

The rate at which electrical energy is purchased by the City from the System is described in the “Distributed Generation Energy Rider”, attached as Exhibit C, or successor riders as may be approved by the City.

13. Power Exchange Amount

The maximum amount of electrical energy purchased by the City from the System is described in the “Notice of Power Exchange Amount”, attached as Exhibit D, or successor notices as may be provided by the City.

For Systems exceeding peak generating capacity of 10 kW per residential installation or 100 kW per nonresidential installation, City may alter the amount of electricity purchased from System or cease purchasing electricity from System by providing ninety (90) days written notice to Owner in a form substantially similar to Attachment D.

14. Power Exchange Obligations of City

The City agrees to:

- a) Purchase excess electricity generated at the Owner's referenced premises, per the City's notice of power exchange amount.
- b) Install appropriate electrical metering that provides for flow of energy both into (from the City) and out of (to the City) the property, such metering to provide a reading of the energy used or supplied during any billing period.
- c) Install appropriate electrical metering (production meter) that provides for flow of energy from System, such metering to provide a reading of the total energy generated, if Owner elects to transfer Renewable Energy Credits.
- d) Bill or make payment to the Owner for the electrical energy consumed or exchanged, per the City's distributed generation energy rider.
- e) The City reserves the right to separate Owner's equipment from the City's lines and facilities if, in the exclusive opinion of the City, continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify Owner so that any unsafe condition can be corrected.

15. Power Exchange Obligations of Owner

The Owner agrees and warrants:

- a) That it has full power and authority to execute and deliver this Agreement and all documents contemplated hereunder, and to assure full performance and compliance.
- b) That the Owner will pay for the electrical power exchanged per the City's distributed generation energy rider set forth in Exhibit C or successor riders as may be approved by the City.
- c) That the Owner shall supply the City with appropriate electrical interconnection plans, which must be designed to protect the safety of the City and the general public, and which must be pre-approved by the City. Included in these plans must be the requirement that the customer-owned interconnection equipment must disconnect from the City's electrical system upon the absence of City utility power.
- d) That the Owner agrees to provide the City access to the metering equipment, and agrees to cooperate with the City for any special, temporary metering intended to monitor energy flows.
- e) That the Owner agrees to pay for any incremental City metering or electrical distribution system costs necessitated by this Agreement.
- f) That the Owner will provide, install, own and maintain such power exchange and interconnection equipment that provides for the safe interconnection to the City's system.
- g) That the Owner's installed generation and interconnection equipment will operate safely at the time of installation and throughout the term of the Agreement.
- h) That the Owner will notify the City of any changes to the Owner's system (size change, generation change, or change in interconnection equipment). Technical information on any changes in Owner's equipment must be provided to the City and pre-approval received from the City prior to Owner connection and operation of such equipment.

16. Assignment

This Agreement may not be assigned by the Owner without the prior written consent of the City, which may be withheld in its sole discretion. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale. If the new owner desires to continue receiving Service, the new owner must enter into a new, separate agreement with the City.

17. Force Majeure

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

18. Severability

If any provision of this Agreement is found to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect, and such term or provision will be deemed stricken for as long as it remains illegal or unenforceable.

19. Governing Law and Venue

17.1 Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Georgia.

17.2 In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation, arising there under will be in the Superior Court of Bartow County, Georgia, and, if necessary for exclusive federal questions, the United States District Court for the Northern District of Georgia. The Owner waives any objection to jurisdiction or venue of any action instituted pursuant to this section and may not assert any defense in any such action based on lack of jurisdiction or venue or based upon Forum Non Conveniens. The Owner waives any bond or surety or security upon such bond or surety which, but for this waiver, might be required by the City.

20. Survival

The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.

21. Notices and Other Communications

Except as otherwise provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Owner: Company: Piana Nonwovens
 Contact: Daniela Leal
 Title: Sustainability Mgr
 Address: 101 Old Mill Rd. Bldg 300
Cartersville, GA 30120
 Phone: 305-613-1725
 Fax: _____

If to City: CITY OF CARTERSVILLE
 ATTN: ELECTRIC DIRECTOR
 P.O. BOX 1390 (if regular mail)
 320 S. ERWIN ST. (if overnight mail)
 CARTERSVILLE, GA 30120
 Phone: 770-387-5631
 Fax: 770-387-5630

22. Entire Agreement

This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from the City in connection with this Agreement are for informational purposes only. No such communications is intended by the City to constitute either an electronic record or an electronic signature or to constitute any agreement by the City to conduct a transaction by electronic means. Any such intention or agreement is expressly disclaimed.

23. Acknowledgements Regarding Agreement

By signing below, the Owner acknowledges understanding of the terms of this Agreement and that the Owner may not connect the System to the City’s electric system until the Owner has received written authorization to connect from the City. Within 30 days after notice from the Owner that the System is ready for interconnection to the City’s electric system, the City will inspect the System and will provide a written authorization to connect the System or a statement that the System may not be connected because of non-compliance with this Agreement.

24. Compliance with Ordinances and Regulations

The Owner shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City laws, rules, statutes, charter provisions, ordinances and regulations.

25. Beneficiaries

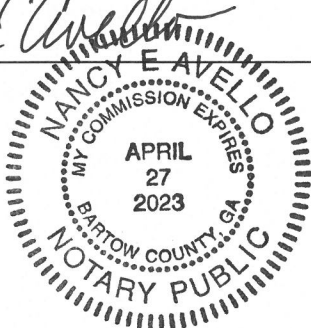
This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit or right of action to any third party. Any party besides the City or the Owner receiving services or benefits under this Agreement is only an incidental beneficiary.

26. Status of Owner

The Owner shall perform all operations under this Agreement as an independent Contractor, and not as an agent or employee of the City. No the City official or employee shall supervise the Owner. The Owner will exercise no supervision over any employee or official of the City. The Owner shall not represent that Owner is an employee or agent of the City in any capacity. The Owner has no right to Worker's Compensation benefits from the City or its insurance carriers or funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

WITNESS:

Nancy E. Avello


Daniela Leal - *Dance*
Owner

By: Daniela Leal

Printed: Daniela Leal

Title: Sustainability Manager

ATTEST:

City Clerk Julia Drake

CITY OF CARTERSVILLE,
a Georgia Municipal Corporation

By: _____
Mayor Matthew J. Santini

Exhibit A

**APPLICATION FOR INTERCONNECTION
OF DISTRIBUTED GENERATION FACILITY**

(Attach Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, the "System".)

Exhibit B

AUTHORIZATION or NON-AUTHORIZATION

This notice is provided to the owner of a distributed generation system detailing authorization or non-authorization to connect to the City of Cartersville’s electric system pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit B and is hereby made a part of said Agreement superseding any prior Exhibit B.

Name: _____

Address: _____

.....

System tested by: _____

Date: _____

.....

Section A: Authorization. The System has been inspected and tested and may be connected to the City’s electric system

Signed by: _____

Printed Name: _____

Printed Title: _____

Date: _____

OR

Section B: Non-Authorization. The System cannot be connected to the City’s electric system because the System does not comply with Agreement or does not test properly.

Signed by: _____

Printed Name: _____

Printed Title: _____

Date: _____

Exhibit C

DISTRIBUTED GENERATION ENERGY RIDER

(Attach Distributed Generation Energy Rider)

Exhibit D

NOTICE OF POWER EXCHANGE AMOUNT

This notice is provided to the owner of a distributed generation system detailing changes in the amount of Renewable Energy Credits and/or electrical energy to be purchased by the City of Cartersville pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit D and is hereby made a part of said Agreement superseding any prior Exhibit D.

Date of Notice: _____

Consumption month change will occur: _____

Renewable Energy Credits to be purchased: _____

Maximum monthly consumption (kWh) to be purchased: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Sweitzer Engineering Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Engineering Services Agreement between the City and Sweitzer Engineering, Inc. has expired and needs to be renewed in order to continue hiring this firm for engineering services. This is a standard form of agreement used between the City and other engineering firms.</p> <p>Task Order 1 is for general consultation services. This is necessary due to Sweitzer Engineering holding, updating and operating the City’s water system hydraulic model. When model scenarios are needed, the Water Department requests reports from Sweitzer based on hourly rates in the Agreement. Invoices for this work are typically less than \$1,000.00.</p> <p>Task Order 2 is for specific water line relocation/replacement design services related to the roadway improvements on Grassdale Road between Cassville Road and Joe Frank Harris Parkway. The cost for this task order is estimated at \$15,000.00.</p> <p>We recommend approval of the Agreement and both Task Orders.</p> <p>Task Order 2 is a budgeted expense to be paid from account 505.3320.54.3396.</p>
LEGAL:	Reviewed and approved by City Attorney

**AGREEMENT
BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES
TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of this the 18th day of August, 2022 (“Effective Date”) between **CITY OF CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, (“Owner”) and **SWEITZER ENGINEERING, INC.**, a corporation authorized to conduct business in the State of Georgia, (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement for a Specific Project will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 *Scope:* Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."

1.02.1 *Task Order Procedure:* Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement, Articles 1 through 8.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

- 2.01 Owner shall have the responsibilities set forth herein and in each Task Order.
- 2.02 Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit B.
- 2.03 For each Task Order Owner shall provide Owner’s requirements including project scope, design objectives and constraints; capacity and performance requirements, make available all pertinent existing data; make known any special or extraordinary considerations or special services needed; examine and respond promptly to Engineer’s submissions; and give prompt notice to Engineer whenever any defect in the Work is observed by, or otherwise becomes known to, the Owner.
- 2.04 For each Task Order Owner shall advise Engineer in writing at an early date if there are budgetary limitations and employ an independent cost estimator if formal cost estimates are required.
- 2.05 Whenever required and authorized by the Owner, upon recommendation of the Engineer, furnish and pay for services of others, such as, analytical laboratory services; geotechnical investigations and subsurface explorations, with appropriate professional interpretation thereof; field surveys such as property, boundary, easement, rights-of-way, topographic, and utility surveys; all of which Engineer may rely upon in performing his services for each Task Order. Payment for such services shall be made by Owner directly to the providers of the services.

- 2.06 Authorize Engineer to provide appropriate Additional Services as required and set forth in the Task Orders.
- 2.07 Furnish approvals and permits from all governmental agencies and other issuing authorities having jurisdiction over the Specific Projects and pay any applicable filing fees and sales or other tax applicable thereto.
- 2.08 Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Projects as set forth in the Owner-approved Standard General Conditions. Owner shall require Contractor to name Engineer and its Consultants as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

ARTICLE 3 - TERM; TIMES FOR RENDERING SERVICES

- 3.01 *Term:* This Agreement shall be effective and applicable to Task Orders issued hereunder until December 31, 2023. Thereafter, the parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term for up to three (3), two (2) year terms, expiring on December 31 of said renewal term, subject to a newly elected Mayor and City Council approving said renewal within thirty (30) days of taking office.
- 3.02 *Times for Rendering Services:* The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 3.03 *Times for Construction-related Services:* For Task Orders including construction-related professional services, Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding the number of months indicated in the Task Order. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

ARTICLE 4 - INVOICES AND PAYMENTS

- 4.01 *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- 4.02 *Payments:* If Owner fails to make any payment due Engineer within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 7% per annum and Engineer, after giving seven days written notice to Owner, may suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

ARTICLE 5 - OPINIONS OF CONSTRUCTION COST

- 5.01 Any and all opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary significantly from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.01 *Standards of Performance:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subsequently evolved standards shall not be applied in judging Engineer's services. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 6.02 *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.03 *Compliance with Laws and Regulations:* Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-provided policies and procedures pursuant to the standard of care set forth in Paragraph 6.01, and to the extent compliance is not inconsistent with professional practice requirements.
- 6.04 *Certifications:* Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- 6.05 *General Conditions of the Construction Contract:* The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- 6.06 Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site(s), nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- 6.07 It is understood that during construction phase services Engineer will endeavor to protect Owner against defects and deficiencies in the Work of contractor(s), however Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 6.08 Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- 6.09 *Design Without Construction Review:* It is Owner's intent that Engineer's services under this Agreement include customary services during each Specific Project's bidding/negotiation and construction phases. Engineer shall be responsible only for those Construction Phase services itemized and expressly required of Engineer in the authorizing Task Order. However, if Owner does not authorize Engineer to provide services during the Construction Phase of any project, or terminates this Agreement prior to completion of construction of any project, then Owner assumes full responsibility for the application and interpretation of the Contract Documents, for contract administration, construction observation and review, or other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

- 6.10 *Use of Documents:* All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; and (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants. Engineer acknowledges that Documents prepared under this Agreement and submitted to Owner are subject to the Open Records Act, O.C.G.A. § 50-18-70.
- 6.11 *Insurance:* At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit D. In the event that a specific project exceeds the insurance requirements referenced in Exhibit D, the Engineer, if it accepts said project, may procure project specific insurance in the amount of the project.
- 6.12 *Suspension:* Owner may suspend a Task Order for any reason upon seven days written notice to Engineer. If Engineer's services are substantially delayed through no fault of Engineer, then Engineer, after giving seven days written notice to Owner, may suspend services under a Task Order.
- 6.13 *Termination:* The obligation to provide further services under this Agreement, or under an individual Task Order, may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party. In the event of any termination under Paragraph 6.13, Engineer will be entitled to invoice Owner and to receive full payment for all services performed and all Reimbursable Expenses incurred through the effective date of termination.
- 6.15 *Successors, Assigns, and Beneficiaries:* Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 6.16 *Dispute Resolution:* Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute. If the parties fail to resolve a dispute through negotiation, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights under law.
- 6.17 *Environmental Condition of Sites:* With respect to each Task Order, Specific Project, and Sites, the parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous

Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.18 *Engineer's Limitation of Liability:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total compensation received by Engineer under such Task Order or \$1,000,000 for such Task Order, whichever amount is greater.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

7.01 *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.02 *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.03 *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

7.04 *Defined Terms:* Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in a Task Order, or in "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition).

7.05 *Designated Representatives:* With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to negotiate and execute Task Orders, transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party.

7.06 *Conflict of Interest:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of "O.C.G.A. § 36-80-28. Role of consultants; disclosures; application" and shall (1) avoid any appearance of impropriety, follow the policies and procedures of Owner; (2) immediately disclose to the Owner any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest; and, (3) acknowledge that any violation or threatened violation of the agreement will entitle Owner to seek injunctive relief in addition to all other legal remedies.

7.07 *Immigration Reform Compliance:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of the "Georgia Security and Immigration Compliance Act" {O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.} and the Immigration Reform and Control Act of 1986 {8 USC § 1621 (c)} and will provide the required documentation regarding said compliance. The Contractor affirms it has registered with, is authorized to use, and uses the federal work authorization program (also known as E-Verify), and that it will contract for the physical performance of services only with subcontractors who present an affidavit with the same information required of the Engineer. Engineer also affirms it will designate a person to provide the required SAVE affidavit and associated secure and verifiable document.

7.08 Acknowledgement per O.C.G.A. §36-80-28(c)(3). Engineer acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the county, municipality, school board, or other local governmental entity, entitling such county, municipality, school board, or other local governmental entity to seek injunctive relief in addition to all other legal remedies.

7.09 Total Agreement: This Agreement (including the expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer for Task Order services and supersedes all prior oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.10 Controlling Law: This Agreement is to be governed by the law of the State of Georgia.

ARTICLE 8 - EXHIBITS

8.01 Exhibits: The following Exhibits and attachments are hereby made a part of this Agreement:

- Attachment 1, Task Order Form
- Exhibit A, Engineer’s Services
- Exhibit B, Payments to Engineer for Services and Reimbursable Expenses
- Exhibit C, Duties, Responsibilities and Limitations of Authority of Resident Project Representative
- Exhibit D, Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

**OWNER:
CITY OF CARTERSVILLE, GEORGIA**

**ENGINEER
SWEITZER ENGINEERING, INC.**

By: _____
Matthew J. Santini, Mayor

By: _____

Attest: _____
Julia Drake, City Clerk

Name: _____

Title: _____

[AFFIX SEAL]

Date
Signed: _____

Date
Signed: _____

Address for giving notices:

Address for giving notices:

PO Box 1390

680 Douthit Ferry Road

Suite 105

Cartersville, Georgia 30120

Cartersville, Georgia 30120

DESIGNATED REPRESENTATIVE
(Paragraph 7.05):

DESIGNATED REPRESENTATIVE
(Paragraph 7.05):

J. Sidney Forsyth

John H. Sweitzer, P.E.

Title: Water Department Director

Phone Number: 770-607-6234

Facsimile Number: 770-606-2386

E-Mail Address: sforsyth@cityofcartersville.org

Title: President

Phone Number: 678-569-4290

Facsimile Number: 678-569-4294

E-Mail Address: jsweitzer@sweitzerengineering.com

Attachment No. 1
TASK ORDER FORM

TASK ORDER No. _____, consisting of _____ pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: _____

Description: _____

The Specific Project is to be constructed under _____ Construction Contracts.

2. Services of Engineer [Check all that apply.]

- Study and Report Services

[After reviewing Part 1 of Exhibit A, Engineer's Services, supplement or modify Part 1 as needed for the Specific Project and attach, reference, or insert specific text here.]

- Design Services

[After reviewing Part 2 of Exhibit A, Engineer's Services, supplement or modify Part 2 as needed for the Specific Project and attach, reference, or insert specific text here.]

- Bidding or Negotiating Services

[After reviewing Part 3 of Exhibit A, Engineer's Services, supplement or modify Part 3 as needed for the Specific Project and attach, reference, or insert specific text here.]

- Construction Services

[After reviewing Part 4 of Exhibit A, Engineer's Services, supplement or modify Part 4 as needed for the Specific Project and attach reference, or insert specific text here.]

- Resident Project Representative Services

Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.

[If RPR services are not in the scope of the Task Order, do not include any references to RPR services from Exhibit A in any attached, referenced, or inserted specific text regarding Construction Phase services and do not include Exhibit D with the Task Order.]

- Additional Services

[After reviewing Part 5 of Exhibit A, Engineer's Services, supplement or modify Part 5 as needed for the Specific Project and attach, reference, or insert specific text here.]

Attachment No. 1
TASK ORDER FORM

Meeting: August 4, 2022 Item 13.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:
[Here state any additions or modifications to Exhibit B, for this Specific Project.]

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
_____	_____	_____

6. Consultants to be utilized:

7. Other Modifications to Agreement:

8. Attachments:

9. Documents Incorporated By Reference:

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:
**CITY OF CARTERSVILLE,
GEORGIA**

ENGINEER:
SWEITZER ENGINEERING, INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

e

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated August 18, 2022.

Engineer's Services

PART 1 – STUDY AND REPORT PHASE SERVICES

1.01 Study and Report Phase: The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Article 2.05 of the Agreement, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project to be designed or specified by Engineer, including but not limited to Georgia Environmental Protection Division (EPD) permitting.
4. Identify and evaluate reasonable alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends.
6. Furnish up to three (3) review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.
8. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

PART 2: DESIGN ACTIVITIES

2.01 Preliminary Design Phase: Engineer shall on the basis of Owner's acceptance, selection, and authorization of initial studies and reports for the Specific Project:

1. Consult with the Owner to define and clarify Owner's requirements for the Project and prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. Advise Owner if additional reports, data, information, or services of the types described in Article 2.05 of the Agreement are necessary and assist Owner in obtaining such reports, data, information, or services, and, if requested, assist Owner in obtaining such data and services.
3. Coordinate necessary field surveys, measurements, topographic and utility mapping, and other such services by others for design purposes as Additional Services under Article 2.05.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project.
5. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost.
6. Furnish up to three (3) copies of the Preliminary Design Phase documents to, and review them with, Owner.
7. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to and reviewed with Owner.

2.02 *Final Design Phase:* Engineer shall:

1. On basis of Preliminary Design Phase documents and revised Opinion of Probable Construction Cost accepted by Owner, prepare final Drawings, Specifications and Bidding documents indicating the scope, extent, and character of the Work to be performed, with such Final Design Phase documents being sufficient and adequate to enable Owner's construction Contractor to accurately bid and perform the Work required to complete the Specific Project. Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.
2. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
3. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related bidding documents.
4. Submit up to three (3) final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order for review by Owner.
5. Prepare for, coordinate with, participate in, and respond to review processes requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
6. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.

7. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

PART 3: BIDDING OR NEGOTIATION

3.01 Bidding or Negotiating Phase: The Engineer shall:

1. After acceptance by Owner of Final Design Documents including the most recent opinion of probable Construction Cost, assist Owner in advertising for and obtaining bids (or negotiating proposals) for the Work and.
2. Maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor charges for accessing the Bidding Documents.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Consult with and advise Owner as to the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the bid opening, prepare bid tabulations, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors

PART 4: CONSTRUCTION

4.01 Construction Phase: Engineer shall provide the following services commencing with the execution of the Construction Agreement for a Specific Project or any part thereof:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions. The Engineer shall not have authority to bind the Owner to any change in the Contract Price or to the Contract Time as expressed in the construction contract between Owner and Contractor.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit,

extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit C.

2. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
3. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
5. *Visits to Site and Observation of Construction:* In connection with observations of Work in progress, make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but not less than once per month, to observe the progress and quality of Contractor's executed Work and to determine in general if such Work is proceeding in accordance with the approved Contract Documents. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
6. Engineer shall keep Owner informed of the progress of the Work.
7. Engineer shall not, during site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Subject to limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project.

11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
12. *Inspections and Tests*: Require such special inspections or tests of the Work by others as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).
15. *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
16. *Final Notice of Acceptability of the Work*: Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
17. *Record Drawings*: Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
18. *Duration of Construction Phase*: The Construction Phase will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts

PART 5– ADDITIONAL SERVICES

5.01

Additional Services: Normal and customary Engineering services do not include services in respect of the following categories of Work which are usually referred to as Additional Services. Owner shall instruct Engineer to perform any Additional Services required for the Specific Project and shall pay Engineer therefore as Additional Services. Additional Services include, but are not limited to, the following:

1. Services resulting from significant changes in the extent, scope or character of the Specific Project or the Owner's schedule; major changes in documentation previously accepted by Owner where changes are due to causes beyond Engineer's control; prolongation of the construction Contract Time by more than 60 days for any reason; default by Contractor or subcontractors, changes in laws, rules, regulations, ordinances, codes, standards enacted subsequent to the date of the Task Order for a Specific Project.
2. Preparation of applications and supporting documents for private or governmental grants or loans in connection with a Specific Project; preparation or review environmental assessments and impact statements; and review and evaluation of statements and documents prepared by others.
3. Providing field surveys for staking out the Work for Contractors or any type of land surveying.
4. Preparation or review of environmental assessments and impact statements, wetlands permits, US Fish & Wildlife or Corps of Engineer's permits and/or assistance in obtaining the approval of authorities with such jurisdictions.
5. Preparation and filing of applications and accompanying documents for land disturbance (Erosion & Sediment Control) permits, railroad crossing permits, highway utility encroachment permits and/or assistance in obtaining the approval of issuing authorities.
6. Preparation of Notice of Intent (NOI), Notice of Termination (NOT), and monitoring responsibilities related to the Georgia EPD General Permit for Discharge of Storm Water Associated with Construction Activity, including preparation and implementation of a Comprehensive Monitoring Program.
7. Preparation of operation and maintenance manuals, extensive assistance during start-up or initial utilization of the Specific Project, or training of Owner's personnel.
8. Preparation to serve or serving as a consultant or witness for Owner to any litigation, public hearing, or other legal or administrative proceeding related to any Specific Project.
9. Services attributable to more than two (2) prime construction contracts for a Specific Project.
10. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
11. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated August 18, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement (Owner’s Responsibilities) is amended and supplemented to include the following agreement of the parties:

2.01 *Method of Payment:* Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

- 1. Method A: Lump Sum
- 2. Method B: Standard Hourly Rates

2.02 *Explanation of Methods:*

A. Method A – Lump Sum

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed monthly for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

- 1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendix 1.
- 3. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January 1 to reflect equitable changes in the compensation payable to Engineer.

2.03 *Reimbursable Expenses:* Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Delivery and shipping costs; long-distance telephone tolls; subsistence, mobile telephone costs, and mileage of Resident Project Representatives; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required to be furnished under Exhibit A.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

2.04 *Serving as a Witness:*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding at a rate of 1.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

2.05 *Other Provisions Concerning Payment:*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

- B. *Estimated Compensation Amounts:*

- 1. Engineer's estimate of the amounts that will become payable for services paid by the Standard Hourly Rates method are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **APPENDIX 1 to EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated August 18, 2022.

Current agreements for engineering services stipulate that the standard hourly rates for services are subject to review and adjustment per Exhibit C. Hourly rates for services effective on the date of this Agreement are:

Principal	\$170.00/hour
Sr. Project Manager, P.E.	\$155.00/hour
Project Manager, P.E.	\$140.00/hour
Project Engineer, P.E.	\$115.00/hour
Engineer or Sr. Designer	\$ 90.00/hour
Senior Technician or CAD Designer	\$ 75.00/hour
Technician or CAD Drafter	\$ 66.00/hour
Engineering Intern	\$42.00/hour
Resident Project Representative II	\$ 57.50/hour
Resident Project Representative I	\$ 50.00/hour
Administrative or Clerical Staff	\$ 50.00/hour

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit B. Rates for Reimbursable Expenses effective on the date of this Agreement are:

Mileage	IRS rate/mile
Resident Project Rep Equipment	at cost
Postage and Package Delivery Service	at cost
Plan & Specification Reproduction	at cost
Sub-consultants are invoiced with no mark-up.	at cost
All other expenses are invoiced with no mark-up.	at cost

Hourly rates in this schedule subject to annual adjustment in January of each year.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Service, Task Order Edition** dated August 18, 2022.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:* Serve as Engineer's liaison with Contractor working principally through Contractor's authorized representative and assist in providing information regarding the intent of the Contract Documents. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:* Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.
10. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
 - b. Prepare a daily report, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - d. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.
11. *Reports:*
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- D. Resident Project Representative shall *not*:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
 - 5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated August 18, 2022.

Insurance

Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties.

A. *Insurance:* The limits of liability for the insurance required by Paragraphs 6.11 of the Agreement are as follows:

1. *By Engineer:*

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
 - 1) Each Accident: \$ 100,000
 - 2) Disease, Policy Limit: \$ 100,000
 - 3) Disease, Each Employee: \$ 100,000
- c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$ 1,000,000
 - 2) General Aggregate: \$ 2,000,000
- d. Excess or Umbrella Liability – (Not included)
- e. Automobile Liability –
 - 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$ 1,000,000
- f. Professional Liability –
 - 1) Each Claim Made: \$ 1,000,000
 - 2) Annual Aggregate: \$ 2,000,000

TASK ORDER No. 1, consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **GENERAL CONSULTATION**

Description:

On demand general consultation and advice, when requested by Owner, regarding administration, financing, operation, maintenance, plan reviews, computer hydraulic modeling, and/or regulatory requirements in connection with the City of Cartersville’s public water and sewerage systems.

This Task Order is not intended to cover the preparation of detailed engineering reports, detailed engineering designs, or services during the bidding and/or construction phases, of any Specific Project of the Owner.

2. Services of Engineer [Check all that apply.]

Study and Report Services

Design Services – N/A

Bidding or Negotiating Services – N/A

Construction Services – N/A

Resident Project Representative Services – N/A

Additional Services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services by Engineer

Phase

General Consultation

Completion Time

To be determined at time of authorization of individual assignments.

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report Services	<i>Hourly plus Reimbursable Expenses</i>	<i>To be determined at time of authorization</i>

6. Consultants to be utilized: **To be determined at time of authorization of each individual general consultation assignment.**

7. Other Modifications to Agreement: **A description of services provided under this Task Order shall be provided on Engineer’s invoices.**

8. Attachments: **None.**

9. Documents Incorporated By Reference: **None.**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **August 18, 2022.**

OWNER:
**CITY OF CARTERSVILLE,
GEORGIA**

ENGINEER:
SWEITZER ENGINEERING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TASK ORDER NO. 2

Consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **GRASSDALE ROAD WATER MAIN RELOCATION**

Description: Coordination of City of Cartersville water facility relocation in connection with proposed roadway improvements along Grassdale Road, 1.18 miles of curb & gutter on both sides and sidewalk on one side, from Cassville Rd (SR293) to Joe Frank Harris Parkway ((US41/SR30/SR20). The Specific Project of water facility relocation will consist generally of 8-inch or 12-inch water main to replace existing smaller distribution piping, and will include reconnection of services and reconnection of the new main to existing mains at each intersection.

The Specific Project is to be constructed under one Construction Contract.

2. Services of Engineer [Check all that apply.]

- ✓ Study and Report Services
- ✓ Design Services
- ✓ Bidding or Negotiating Services
- ✓ Construction Services
- ✓ Resident Project Representative Services

Engineer will provide Resident Project Representatives services pursuant to Part 4 of Exhibit A; Exhibit D is attached to the Task Order and expressly incorporated by reference.

- ✓ Additional Services

3. Owner Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	30 days after authorization
Design	45 days after authorization to design
Bidding or Negotiation	TBD
Construction	TBD
Resident Representative	TBD
Additional Services	TBD

TASK ORDER NO. 2

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of compensation for Services</i>
Study and Report	Hourly, plus Reimbursable Expenses	\$ 5,500 Lump Sum
Design	Hourly, plus Reimbursable Expenses	\$ 9,500 Estimate
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	TBD when authorized
Construction	Hourly, plus Reimbursable Expenses	TBD when authorized
Resident Representative	Hourly, plus Reimbursable Expenses	TBD when authorized
Additional Services	Hourly, plus Reimbursable Expenses	TBD when authorized

6. Consultants to be utilized: None.

7. Other Modifications to Agreement: None.

8. Attachments: None.

9. Documents Incorporated by Reference: None.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **August 18, 2022**.

OWNER
CITY OF CARTERSVILLE, GA

ENGINEER
SWEITZER ENGINEERING, INC.

By: _____

By: _____

Name: _____

Name: John H. Sweitzer

Title: _____

Title: President

Date: _____

Date: June 30, 2022



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Absolute Environmental Sewer Meter Installation
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department needs to install a sewer meter and associated vault and plumbing for a centralized sewage treatment facility at 225 Industrial Park Road. This is a larger project than can be performed by City crews, and must be contracted out. The 6” meter has been purchased and is AMI compatible.</p> <p>We requested quotes for this work and received two (2) bids, the lowest being from Lanning Contracting, LLC for \$13,750.00. The full cost of installation is reimbursable from the customer and will be required in order to continue service and maintain an Industrial Sewer Discharge Permit, issued to this customer by the City.</p> <p>Your approval is recommended to award the job to Lanning Contracting, LLC for \$13,750.00.</p> <p>This is a budgeted expense to be paid from account 505.3320.52.2390.</p>
LEGAL:	N/A

Lanning Contracting, LLC
 24 Beguine Drive
 Cartersville, Ga. 30120
 (770) 616-9359
 rlanning1970@gmail.com

Estimate

Number	E131
Date	7/31/2022

Bill To
 City of Cartersville
 225 Industrial Park Road
 Absolute Environmental

Ship To

Description	Amount
-------------	--------

Dig out existing 6" sewer service for new meter and vault to be installed this will include all gravel and material to tie in new meter to existing 6" service.

This also includes all material to relocate 4" PVC sewer service.
 Coring of existing Manhole and running 4" drain pipe from meter to manhole.
 This estimate includes all landscaping and erasin material.

Lanning Contracting is to remove existing fence.

\$13,750.00

Amount Paid	\$0.00	Discount	\$0.00
Amount Due	\$13,750.00	Shipping Cost	\$0.00
		Sub Total	\$13,750.00
		Total	\$13,750.00

* City of Cartersville is to furnish 6" Meter and Vault, Reinstalling of Chain Link Fenceing and any Power Conduit and Control Panel. *

Mailing Address:
P. O. Box 790
White, GA 30184-0790
Phone 678-721-7780



Meeting: August 4, 2022 Item 14.

Physical Address:
4200 Hwy. 411, NE
Rydal, GA 30171-1500
Fax 678-721-7795

City of Cartersville
Attn: Terry Jordan

PROJECT: 225 INDUSTRIAL PARK ROAD

We are pleased to quote the following:

ITEM DESCRIPTION	QUAN.	U/M
MOBILIZATION	1	LS
SHORING	1	EA
EXCAVATE & SET VAULT	1	EA
TIE END LINE	1	LS
VAULT DRAIN	1	EA
HAUL OFF EXCESS DIRT	1	LS
57 STONE	20	TN
SCH 80 6" COUPLINGS	2	EA
GRASSING	1	LS
FUEL SURCHARGE	1	LS
DIG TRENCH 2" CONDUIT	1	LS
TOTAL - \$26,321.09		


NOTES:

- We will price fence shortly, waiting on prices. Excluded from this proposal.
- We will price electric in separate quote. Excluded from this proposal
- Rock Clause if encountered:
 - A. 210 Excavator w/ 4000 lb. hammer, \$375.00 per hour with 8 hr. minimum charge.
 - B. Shot rock \$110.00 per c.y. with \$625.00 minimum charge, minimum pay width 5' wide
 - C. Rip Rock \$15.00 per c.y.
- Proposal is based off one mobilization; any additional mobilizations add \$1000.00 per machine.

- Due to current rise in fuel, an additional fuel surcharge will be required if fuel prices increase at pumps. The increase will be based on the increase from the bid date.
- While all materials are in short supply and prices are rising, this is particularly true of pipe and fittings. Prices that are being quoted now are actually billed at the cost at the time of shipment. Our cost will rise in accordance with what we are charged. Documentation can be supplied as needed.

Payment net 30 days, 1 1/2% interest per month charged on past due accounts
Attorney's fees will be added if necessary for collection.

Sincerely,



Tim Kirkpatrick



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Absolute Environmental Sewer Meter Vault
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department needs to install a sewer meter and associated vault and plumbing for a centralized sewage treatment facility at 225 Industrial Park Road. This is a larger project than can be performed by City crews and must be contracted out. The 6” meter has been purchased and is AMI compatible.</p> <p>We’ve received a quote from the sole source provider, Fortiline Waterworks for a pre-fabricated concrete vault, completely assembled with all necessary piping for the meter installation.</p> <p>Your approval is recommended to purchase this meter vault assembly for \$14,024.00 from Fortiline Waterworks. This expense is fully reimbursable to the City by the customer.</p> <p>This is a budgeted expense to be paid from account 505.3320.52.2390.</p>
LEGAL:	N/A



a MORSCO brand

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

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214325	FORTILINE CARTERSVILLE	6235162	8/11/22	1

CUSTOMER
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 CARTERSVILLE, GA 30120

PROJECT INFORMATION
6" MAG METER VAULT

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****		
10	1	EA	8X5X9 CONCRETE VAULT W/3X3 HATCH AND 6" MAG METER INSTALL	9,750.0000	9,750.00
30	2	EA	6" FLGXPE DIP 6'00"	N/C	N/C
40	4	EA	6" FLG 90 C110	N/C	N/C
50	2	EA	6" FLGXFLG DIP 1'00"	N/C	N/C
60	1	EA	6" FLG PLUG VLV	4,000.0000	4,000.00
70	1	EA	PLUG VLV LEVER 9070083	N/C	N/C
90	9	EA	6" FLG KIT FF 1/8" RR 304SS	N/C	N/C
100	2	EA	VLV PIPE STAND	N/C	N/C
110	2	EA	6" MAXADAPTOR 6.27-7.75	137.0000	274.00
				Subtotal:	14,024.00
				Tax:	.00
				Bid Total:	14,024.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Watch Guard Replacement Camera System
DEPARTMENT SUMMARY RECOMMENDATION:	<p>As you are aware, all of our patrol vehicles have an in-car and body video/audio recording system and we are currently operating on two different systems (Watch Guard and Digital Ally). The older system, Digital Ally, needs to be replaced because many of the systems are failing and we do not need to have two different systems. I am requesting to purchase 32 Watch Guard in-car and body video/audio recording systems at a cost of \$291,193.00 and installation cost of \$8,580.00 for a total of \$299,773.00. This purchase will be made using S.P.L.O.S.T. funds and the E-Verify and E-save documents are on file.</p>
LEGAL:	N/A



8/10/22

Cartersville Police Department
Deputy Chief DiPrima
(770) 607-6228
jmdiprima@cartersvillepolice.com

Chief DiPrima,

Diversified Electronics Inc. is pleased to present the following quote to provide removal / installation services.

Removal and Installation Services \$8580.00

- Remove (26) existing Digital Ally camera system at Cartersville Police Department **\$50.00** per vehicle
- Install (26) new Watch Guard camera system into police vehicle at Cartersville Police Department **\$280.00** per vehicle

Thank you for the opportunity to provide you with this quote. Please contact me if you have any questions or need more information.

Sincerely,

Scott Seed

Assistant Manager
Diversified Electronics Inc.
1290 Field Parkway
Marietta, GA 30066
(770) 427-8181 Office
(770) 427-3069 Fax
scott.seed@deirr.com

Meeting: August 4, 2022 Item 16.



CARTERSVILLE POLICE DEPT
(32)M500 & (32)V300 ELC Bundles & LPR Cartersville PD (GA)
08/08/2022

08/08/2022

CARTERSVILLE POLICE DEPT
195 CASSVILLE RD
CARTERSVILLE, GA 30120

RE: Motorola Quote for (32)M500 & (32)V300 ELC Bundles & LPR Cartersville PD (GA)
Dear JM DiPrima,

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

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

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

Sincerely,

William Hernandez Perez



Budgetary

QUOTE-1842590
(32)M500 & (32)V300 ELC Bundles &
LPR Cartersville PD (GA)

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

Quote Date:08/08/2022
Expiration Date:11/01/2022
Quote Created By:
William Hernandez Perez
Willie.Hernandez@
motorolasolutions.com

End Customer:
CARTERSVILLE POLICE DEPT
JM DiPrima
jmdiprima@cartersvillepolice.com
+17703822526

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	M500						
1	IV-M5-FC-PC-V3W	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	32		\$6,015.00	\$192,480.00	
2	BRK-M5-CNLS-001	INSTALL KIT, M500 DVR, CONSOLE MOUNT	32		Included	Included	
3	IV-ACK-AU-HF-MB	HI-FI MIC BUND KIT V.2, BRACKETS	32		\$0.00	\$0.00	
4	IV-ACK-WF-C--DM	MIKROTIK CONF WIFI KIT, DRILL MNT	32		\$200.00	\$6,400.00	
	V300						
5	BW-ACK-V3-TS	V300 TRANSFER STATION II	3		\$1,495.00	\$4,485.00	
6	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	32		\$995.00	\$31,840.00	false
7	VIS-300-CHG-001	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	32		\$95.00	\$3,040.00	
8	VIS-300-BAT-RMV	V300, BATT, 3.8V, 4180MAH	32		\$99.00	\$3,168.00	



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

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
		Evidence Library: Video Evidence Management					
9	ELC-SAH-UNL-ASD	EVIDENCELIBRARY.COM, SOFTWARE AND HOSTING, UNLIMITED ASSIGNED, ANNUALLY PER DEVICE	64	1 YEAR	\$495.00	\$31,680.00	
		Vigilant					
10	DDN3420A	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$500.00	\$500.00	
11	TT4131A	M500 BASIC LPR ANNUAL SERVICE FEE	32		\$550.00	\$17,600.00	

Grand Total **\$291,193.00(USD)**

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$291,193.00	\$0.00
Grand Total System Price	\$291,193.00	\$0.00



M500 IN-CAR VIDEO SYSTEM LICENSE PLATE RECOGNITION (LPR) – SOLUTION DESCRIPTION

DESCRIPTION

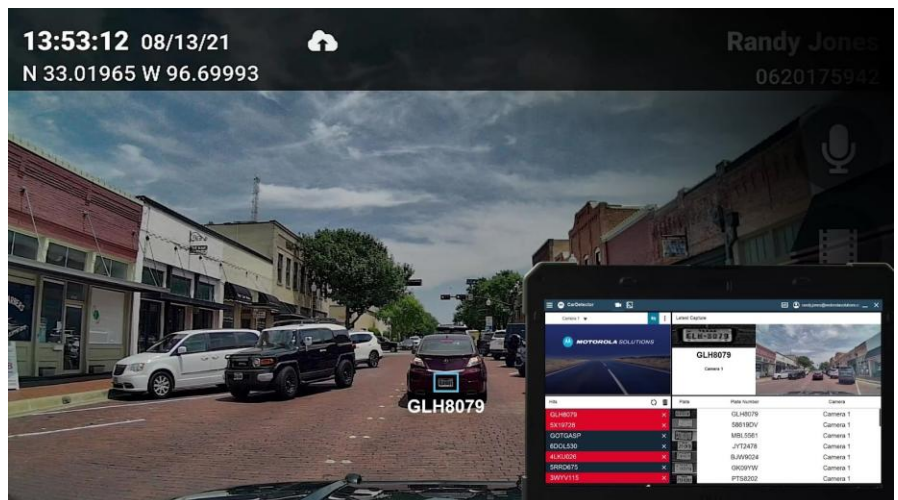
Safety is your primary concern. You have to ensure that every officer has the best possible information before engaging with a suspect. And a vehicle’s license plate can unlock critical data to inform your response to a situation.

The M500 in-car video system has powerful License Plate Recognition (LPR) capabilities, and is carefully integrated with our market-leading Vigilant LEARN LPR platform. The M500’s 120-degree 4K front camera can capture license plate and vehicle make/model information in up to three lanes of traffic simultaneously, while moving at up to 70mph. The process is completely automated, with no requirement for interaction with the camera or software. Officers can concentrate on other important tasks, while the M500 continuously scans its environment.

DETAILS

The M500 in-car video system is designed around a high-power processing core optimized for AI applications such as LPR. Using a high-accuracy OCR algorithm, the 4K front camera sensor can capture multiple license plates moving at normal highway speeds from up to 40 feet away.

The M500 is not recommended for high-speed (>70 mph), long-range or high-throughput LPR applications, or where target vehicles will not be visible through the front windshield. For these situations we offer our L5M purpose-designed mobile LPR camera.



The M500 system connects to CarDetector Mobile (CDM) software running on your in-car Mobile Data Terminal (MDT). CDM gives officers a convenient dashboard, showing the video stream(s), recently-captured license plates and recent “hits”. It can be configured to give visible and audible alerts whenever a plate matches an entry on a hotlist. Hotlists can be agency-owned or shared.

You also have access to the market-leading Vigilant PlateSearch application, for analysis of LPR data captured by agency cameras. Optionally, you can extend this to include LPR data from neighboring agencies and commercial customers.



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



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Planning/Development and Parks/Recreation
AGENDA ITEM TITLE:	Vehicle Purchases
DEPARTMENT SUMMARY RECOMMENDATION:	The attached vehicle bids are recommended for your approval and are for our Planning and Development and Parks and Recreation Departments. These are budgeted items and will be purchased using funds from operating revenue.
LEGAL:	N/A



Request Form



HEADQUARTERS
696 Beal Parkway NW
Fort Walton Beach, FL 32547

C: (407) 234-5116
P: (850) 292-4580

ejore@steponeauto.com

Requested By Bill Trott

Date 5-16-22

Bid Title Equipment

Contact Name Randy Mannino

Contact Phone 770-607-6181

Contact Email rmannino@cityofcartersville.org

Bid Start Date & Time May 16,2022 @ 10:00 am

Bid Close Date & Time June 3,2022 @ 10:00am

Pre-Bid Conference Mandatory Optional None

Pre-Bid Conference Location

Pre-Bid Conference Date / Time

Brief Summary of Bid

Enclosed is the bid requests for HALF TON 4 WD ~~REGULAR~~ CAB PICK UP TRUCK City of Cartersville Planning & Development department will be purchasing .

Deadline for the submission of Vehicle Bids is June 3, 2022 at 10:00 am. EST at the City Manager ' s Office 1 North Erwin Street, Cartersville, Georgia 30120. All Documentation included in the bid package must be completed and submitted with the quotes for consideration.

Send or Deliver your bid in a sealed envelope marked with " City of Cartersville Equipment Bid(s) with Make,model and year of the Backhoe(s) "

The following documents have been included in this bid package and all of these documents should be included in your return bid to the city.

- 1) Certificate of Non-Discrimination
- 2) Non-Collusion Affidavit
- 3) Bidders Declaration
- 4)Drug Free Workplace Certificate
- 5) Specification Sheets

7/18

City of Cartersville Bid Request Form



Information for Bid Posting

Requested By Bill Trott
Date 5-16-22
Bid Title Equipment
Contact Name Randy Mannino
Contact Phone 770-607-6181
Contact Email rmannino@cityofcartersville.org
Bid Start Date & Time May 16,2022 @ 10:00 am
Bid Close Date & Time June 3,2022 @ 10:00am
Pre-Bid Conference Mandatory Optional None

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- 4) Drug Free Workplace Certificate
- 5) Specification Sheets

City of Cartersville
Planning & Development Department
Contact: Randy Mannino 770-607-6181

Vehicle to be delivered to City of Cartersville Garage located at
 500 S. Tennessee St, Cartersville, GA 30120
 Contact Bill Trott 770-387-5786 at the Garage to arrange delivery

City of Cartersville reserves the right to reject any or all bids.

1/2 Ton 4WD Extended Cab Pickup Truck

current Model Year available

Quantity: 1

Specify Year: _____

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

All Specifications are minimum requirements

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Planning & Development Dept. - 1/2 Ton 4 Wheel Drive Extended Cab Pickup Truck	Meets Specifications		COMMENTS
	YES	NO	
Wheel Base 155"		✓	145"
16" Steel Wheels		✓	17"
6 foot bed	✓		6.5
8 cylinder Flex Fuel engine	✓		
Automatic Transmission with 6 speed/overdrive 10	✓		
Power Steering	✓		
Power Disc Brakes	✓		
Rear Step Bumper	/		
Factory Air Conditioning	/		
Power Windows / Locks / Gauge Package	/		
Cig. Lighter w/add. 12v ports	/		
AM/FM/ Radio w/Bluetooth	/		

HD Cloth Seats with Center Console	✓		
Intermittent Wipers	✓		
Electric Dual Side Mirrors	/		
Interior Color - Grey	/		
Exterior Color - White	/		
Full Coverage Rubber Floor Mat	✓		
All Terrain BSW Tires	✓		
Tire Jack and tools	/		
Full size spare tire	/		
Towing Package with receiver hitch and 4/7 pin connection with trailer brake controller	/		
Limited Slip Axle	/		
Tow Hooks	/		
Skid Plates	✓		
Spray on bedliner	/		
Blue Tooth Hands Free Phone System	/		
Cargo Light	✓		
3 sets Keys	✓		

Total Per Unit Price 35,752⁰⁰

Anticipated number of weeks until delivery (after approval): 30-60 days ARD

List additional options or other pertinent information. Subject to Prior Sale

Bid Submitted By: Vendor Ford Crestview
 Contact Person Eric Lore
 Telephone Number 407-234-5114

Meeting: August 4, 2022 Item 17.

VIRTUADP 5432 EN

CNGP530 VEHICLE ORDER CONFIRMATION 08/08/22 11:00:00

==> Dealer: F24048

2022 F-150 Page: 1 of 2

Order No: F109 Priority: E1 Ord FIN: QS024 Order Type: 5B Price Level: 260

Ord PEP: 101A Cust/Flt Name: QSCEOLA PO Number:

RETAIL RETAIL

X1E F150 4X4 S/C \$39740

7050# GVWR

145" WHEELBASE

JOB #2 ORDER

YZ OXFORD WHITE

FLEET SPCL ADJ NC

W CLTH BUCKT SEAT 295

413 SKID PLATES 160

S MED DARK SLATE

425 50 STATE EMISS NC

101A EQUIP GRP 2280

53A TRAILER TOW PKG 1325

.XL SERIES

.POWER EQUIP GRP

TOTAL BASE AND OPTIONS 48500

.CRUISE CONTROL

XL HIGH DISCOUNT (750)

.REV SENSING SYS

TOTAL 47750

.17"SILVER STEEL

THIS IS NOT AN INVOICE

995 5.0L V8 FFV ENG 2335

*TOTAL PRICE EXCLUDES COMP PR

44G ELEC 10-SPDAUTO

.265/70R-17

* MORE ORDER INFO NEXT PAGE *

XL6 3.73 ELEC LOCK 570

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC08114

V1DP0624

2,6

* Dealer Install Spring Bedliner
* Dealer Install Rubber Mats
* Dealer Install 3-d Key

VIN# 1FTEX1E57NKE54341

Dealer ETA 8/31 Approx

Meeting: August 4, 2022 Item 17.

VIRTCDP 5432 EN

CNGP530

VEHICLE ORDER CONFIRMATION

08/08/22 10:55:49

==>

Dealer: F24048

2022 F-150

Page: 1 of 2

Order No: F737 Priority: F4 Ord FIN: QA689 Order Type: 5B Price Level: 260

Ord PEP: 101A Cust/Flt Name: ORANGE PO Number:

F1E	F150 4X4 R/C	RETAIL	\$36535	6400# GVWR	RETAIL
	122.5" WBASE			JOB #2 ORDER	
YZ	OXFORD WHITE			FLEET SPCL ADJ	NC
A	VINYL 40/20/40	NC		18B BLK PLAT BDS	250
S	MED DARK SLATE			425 50 STATE EMISS	NC
101A	EQUIP GRP	2080		53A TRAILER TOW PKG	1325
	.XL SERIES				
	.POWER EQUIP GRP			TOTAL BASE AND OPTIONS	44890
	.CRUISE CONTROL			XL HIGH DISCOUNT	(750)
	.REV SENSING SYS			TOTAL	44140
	.17"SILVER STEEL			*THIS IS NOT AN INVOICE*	
995	5.0L V8 FFV ENG	2335		*TOTAL PRICE EXCLUDES COMP PR	
44G	ELEC 10-SPDAUTO				
	.265/70R-17			* MORE ORDER INFO NEXT PAGE *	
XL6	3.73 ELEC LOCK	570		F8=Next	
F1=Help		F2=Return to Order		F3/F12=Veh Ord Menu	
F4=Submit		F9=View Trailers			

- Includes Trailer Brake Controller

S006 - MORE DATA IS AVAILABLE.

QC08114

* Dealer Install Spray Bedline
* Dealer Install Rubber Mats
* Dealer Install 3rd Key

V1DP0624

2,6

VIN 1FTMFIES7NKE5541

Dealer ETA 8/31 Apnx



est Form



HEADQUARTERS
696 Beal Parkway NW
Fort Walton Beach, FL 32547

C: (407) 234-5116
P: (850) 292-4580

ejore@steponeauto.com

Requested By Bill Trott

Date 5-16-22

Bid Title Equipment

Contact Name Tom Gilliam

Contact Phone 770-607-6173

Contact Email tgilliam@cityofcartersville.org

Bid Start Date & Time May 16,2022 @ 10:00 am

Bid Close Date & Time June 3,2022 @ 10:00am

Pre-Bid Conference Mandatory Optional None

Pre-Bid Conference Location

Pre-Bid Conference Date / Time

Brief Summary of Bid

Enclosed is the bid requests for HALF TON 4 WD REGULAR CAB PICK UP TRUCK City of Cartersville Recreation Dpartment will be purchasing .

Deadline for the submission of Vehicle Bids is June 3, 2022 at 10:00 am. EST at the City Manager ' s Office 1 North Erwin Street, Cartersville, Georgia 30120. All Documentation included in the bid package must be completed and submitted with the quotes for consideration.

Send or Deliver your bid in a sealed envelope marked with " City of Cartersville Equipment Bid(s) with Make,model and year of the Backhoe(s) "

The following documents have been included in this bid package and all of these documents should be included in your return bid to the city.

- 1) Certificate of Non-Discrimination
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- 3) Bidders Declaration
- 4) Drug Free Workplace Certificate
- 5) Specification Sheets

7/8

City of Cartersville Bid Request Form

Meeting: August 4, 2022 Item 17.



Information for Bid Posting

Requested By Bill Trott

Date 5-16-22

Bid Title Equipment

Contact Name Tom Gilliam

Contact Phone 770-607-6173

Contact Email tgilliam@cityofcartersville.org

Bid Start Date & Time May 16,2022 @ 10:00 am

Bid Close Date & Time June 3,2022 @ 10:00am

Pre-Bid Conference Mandatory Optional None

Pre-Bid Conference Location

Pre-Bid Conference Date / Time

Brief Summary of Bid Enclosed is the bid requests for HALF TON 4 WD REGULAR CAB PICK UP TRUCK City of Cartersville Recreation Department will be purchasing .

Deadline for the submission of Vehicle Bids is June 3, 2022 at 10:00 am. EST at the City Manager ' s Office 1 North Erwin Street, Cartersville, Georgia 30120. All Documentation included in the bid package must be completed and submitted with the quotes for consideration.

Send or Deliver your bid in a sealed envelope marked with " City of Cartersville Equipment Bid(s) with Make,model and year of the Backhoe(s) "

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- 2) Non-Collusion Affidavit
- 3) Bidders Declaration
- 4) Drug Free Workplace Certificate
- 5) Specification Sheets

City of Cartersville
Parks & Recreation Department
Contact: Tom Gilliam - 770-607-6173

Meeting: August 4, 2022 Item 17.

Vehicle to be delivered to City of Cartersville Garage located at
 500 S. Tennessee St, Cartersville, GA 30120
 Contact Bill Trott 770-387-5786 at the Garage to arrange delivery

City of Cartersville reserves the right to reject any or all bids.

1/2 Ton 4WD Regular Cab Pickup Truck

Current Model Year Available

Quantity: 1

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

All Specifications are Minimum Requirements

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Recreation Dept. - Half Ton 4WD Regular Cab Pick-Up Truck	Meets Specifications		
	YES	NO	COMMENTS
V8 Gas Engine with Flex Fuel	✓		
Cab - Regular Cab	✓		
Model Type - Work Truck	✓		
155" Wheel Base		✓	122" wb
6' bed	✓		
Automatic Transmission, w/4-wheel drive	✓		
Towing Package w/ 2" receiver hitch and 4/7 pin connection with trailer brake controller	✓		
Folding Towing Mirrors	✗	✓	Tow Mirrors N/A
Air Conditioning & Heat	✓		
Vinyl Bench Seat - (3-seating capacity)	✓		
Standard AM-FM Radio w/ Bluetooth	✓		
Power Steering	✓		
Spray-In Bed Liner	✓		
Rubber Floor Mats	✓		
Exterior Color - White	✓		

Interior Color - Gray	✓		
4" step running boards	✓		
18" steel Wheels		✓	17"
Full size spare tire	✓		
Three Sets of Keys (3)	✓		
Unit Price			31,913 ⁰⁰

Anticipated number of weeks until delivery (after approval): 30-45 days

Bid Submitted By: Vendor

Contact Person

Telephone Number

Ford Crestview
Eric Jone Fleet Mgr
407-234-5116

* Subject to Prior Sale *



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	United Healthcare Senior Supplement and Group Prescription Drug Plan Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	We have received the 2023 Senior Supplement health insurance renewal for retirees covered by United Healthcare and the rates are increasing from \$342.53 per month to \$351.09 per month with the city paying 85% of the premium for single retirees and 75% for family retirees. The UHC plan provides good coverage for our retirees and I recommend approval of this item.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Second Quarter 2022 Motorola Radio Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the second quarter 2022 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$38, 259.81.
LEGAL:	N/A

STEVE TAYLOR, COMMISSIONER
BARTOW COUNTY
P.O. BOX 543
135 W. CHEROKEE AVE., SUITE 251
CARTERSVILLE, GEORGIA 30120
770-387-5030

Invoice Date: August 12, 2022

Due Date: August 26, 2022

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
Attn: Alecia Hendrix

To bill for Motorola Radios for 2nd Quarter 2022

Agency	# of Radios	Cost per Radio	Total
Police	135	\$126.27	\$17,046.45
Fire	87	\$126.27	\$10,985.49
Gas	30	\$126.27	\$3,788.10
Public Works, Rec, etc	10	\$126.27	\$1,262.70
Electric	40	\$126.27	\$5,050.80
Fibercom	1	\$126.27	\$126.27

100.2100.52.3220
 100.2400.52.3220
 515.3600.52.3220
 100.3100.52.3220 P. Works \$883.89
 510.3500.52.3220
 570.3900.52.3220
 100.5100.52.3220 Rec \$378.81

Total Due: \$38,259.81



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Surplus Equipment
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Surplus Equipment
DEPARTMENT SUMMARY RECOMMENDATION:	This is a list of vehicles/equipment deemed as surplus by our departments. I am requesting this list be approved as surplus in order to be sold on GovDeals.com.
LEGAL:	N/A

Surplus assets-vehicles August 2022					
<i>Department</i>	<i>Asset #</i>	<i>VIN/Serial #</i>	<i>Description</i>	<i>Mileage</i>	<i>Notes</i>
1591 Garage					
	N/A	A950566079	Generator Trailer 36QSGBA	371 hours	Age
	N/A	N/A	Surplus parts and shop equipment		Obsolete vehicle parts from inventory and on car brake lathe
3320 Water & Sewer Distribution					
	835	1GCEC14WX1Z259920	2001 Chevrolet Silverado 1500	100,720	Doesn't run, body damage
	N/A	GBV191923	Ingersoll Air Compressor UP6-20-125	62,595 hours	No key, split radiator, age
3330 Water Pollution Control					
	858	1M2B218C7RM002966	1994 Mack DM688S	29,909	Age and multiple issues
6100 Planning and Zoning					
	302	1FMZU62KX5UA86796	2005 Ford Explorer	152,809	Age and mileage



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 18, 2022
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	June 2022 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for June 2022.
LEGAL:	None

MONTHLY SUMMARY
As of June 30, 2022

	FY 2020-21	FY 2021-22	FY 2020-21	FY 2021-22	100.00% OF BUDGET (Year to Date)
	MONTH OF June-21	MONTH OF June-22	Year to Date June-21	Year to Date June-22	
GENERAL FUND <i>excluding SPLOST, DMA & School System Program Tax Revenue & Expenditures</i>					
REVENUE	\$1,790,200	\$1,863,593	\$28,152,459	\$30,799,181	110.85%
EXPENDITURE	\$2,498,946	\$3,137,004	\$25,949,832	\$29,823,769	107.34%
Gen. Fund Net Profit (Loss)	(\$708,746)	(\$1,273,411)	\$2,202,627	\$975,412	
<i>The FY2021 General Fund revenues included \$1,139,086 of CARES Act funding which was a one-time grant contribution</i>					
WATER & SEWER					
REVENUE	\$2,119,970	\$2,197,319	\$23,330,027	\$26,269,048	78.24%
EXPENDITURE	\$2,083,388	\$2,001,156	\$29,358,255	\$19,402,577	57.79%
Wtr. & Swr. Fund Net Profit (Loss)	\$36,582	\$196,163	(\$6,028,228)	\$6,866,471	
<i>As of May 31, 2022 a total of \$4,095,008 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$1,921,235	\$3,126,849	\$24,932,740	\$37,529,315	127.88%
EXPENDITURES	\$2,582,879	\$4,317,210	\$22,326,066	\$33,756,350	115.03%
Gas Fund Net Profit (Loss)	(\$661,644)	(\$1,190,361)	\$2,606,674	\$3,772,965	
ELECTRIC					
REVENUE	\$4,059,328	\$5,130,637	\$47,153,643	\$53,932,742	102.73%
EXPENDITURES	\$4,137,554	\$4,860,317	\$47,396,469	\$52,477,406	99.95%
Electric Fund Net Profit (Loss)	(\$78,226)	\$270,320	(\$242,826)	\$1,455,336	
STORMWATER					
REVENUE	\$157,402	\$131,115	\$1,624,921	\$1,552,460	100.74%
EXPENDITURE	\$93,342	\$120,118	\$1,525,564	\$1,243,289	80.68%
Stormwater Fund Net Profit (Loss)	\$64,060	\$10,997	\$99,357	\$309,171	
SOLID WASTE					
REVENUE	\$250,079	\$250,503	\$2,960,436	\$3,328,419	108.24%
EXPENDITURE	\$416,027	\$214,837	\$2,968,323	\$3,002,306	97.64%
Solid Waste Fund Net Profit (Loss)	(\$165,948)	\$35,666	(\$7,887)	\$326,113	
FIBER OPTICS					
REVENUE	\$206,656	\$218,519	\$2,408,997	\$2,549,851	105.62%
EXPENDITURE	\$211,989	\$306,118	\$2,014,717	\$2,323,323	96.24%
Fiber Fund Net Profit (Loss)	(\$5,333)	(\$87,599)	\$394,280	\$226,528	

	Description	6/30/2022	FY 2022 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$30,799,182	\$27,783,465	110.85%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,827,861	\$4,735,630	101.95%
	Local Option Sales Tax (LOST)	\$5,743,351	\$4,339,095	132.36%
	Other Taxes	\$9,831,391	\$7,998,045	122.92%
	Building Permit & Inspection Fees	\$761,707	\$489,150	155.72%
	Fines and Forfeitures	\$346,671	\$300,000	115.56%
	Operating Transfers In-City Utilities	\$3,116,651	\$3,776,695	82.52%
	Other Revenues	\$4,732,997	\$6,144,850	77.02%
	School Bonds	\$1,438,553	\$0	#DIV/0!
	Total Expenditures	\$29,873,769	\$27,783,465	107.52%
	Personnel Expenses	\$19,991,316	\$19,763,850	101.15%
	Operating Expenses	\$7,513,220	\$6,986,115	107.55%
	Capital Expenses	\$466,180	\$569,000	81.93%
GO Bond Proceeds from School	\$1,438,553	\$0	#DIV/0!	
Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!	
Library Appropriations	\$464,500	\$464,500	100.00%	
Water & Sewer Fund	Total Revenues	\$26,269,047	\$33,575,495	78.24%
	Water Sales	\$15,747,204	\$13,132,300	119.91%
	Sewer Sales	\$9,146,065	\$7,279,000	125.65%
	Bond Proceeds	\$0	\$8,500,000	0.00%
	Use of Reserves	\$0	\$2,077,695	0.00%
	Prior Year Capacity Fees	\$0	\$2,000,000	0.00%
	Other Revenues	\$1,375,778	\$586,500	234.57%
	Total Expenditures	\$19,402,577	\$33,575,495	57.79%
	Personnel Expenses	\$4,118,472	\$4,317,490	95.39%
	Operating Expenses	\$3,839,040	\$4,751,865	80.79%
Capital Expenses	\$1,031,040	\$9,368,160	11.01%	
Capital Expenses (Bond Funds)	\$4,380,494	\$9,100,000	48.14%	
Transfer To General Fund	\$2,420,705	\$2,420,705	100.00%	
Debt Payments	\$3,612,826	\$3,617,275	99.88%	
Gas Fund	Total Revenues	\$37,529,315	\$29,346,250	127.88%
	Gas Sales	\$34,149,041	\$24,254,285	140.80%
	Gas Commodity Charge	\$1,497,374	\$1,465,360	102.18%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,882,900	\$1,095,550	171.87%
	Use of Reserves	\$0	\$1,856,055	0.00%
	Contributions from Other Funds	\$0	\$675,000	0.00%
	Total Expenses	\$33,756,350	\$29,346,250	115.03%
	Personnel Expenses	\$2,349,001	\$2,568,455	91.46%
Operating Expenses	\$1,412,576	\$1,435,660	98.39%	
Purchase of Natural Gas	\$24,667,249	\$15,205,340	162.23%	
Transfer to General Fund	\$3,208,105	\$3,208,105	100.00%	
Debt Service	\$845,408	\$854,355	98.95%	
Capital Expenses	\$1,274,011	\$6,074,335	20.97%	

	Description	6/30/2022	FY 2022 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$53,932,742	\$52,501,920	102.73%
	Electric Sales	\$49,825,312	\$49,067,080	101.55%
	Other Revenues	\$4,107,430	\$1,597,375	257.14%
	Use of Reserves	\$0	\$1,837,465	
	Total Expenses	\$52,477,406	\$52,501,920	99.95%
	Personnel Expenses	\$2,816,568	\$2,658,450	105.95%
	Operating Expenses	\$1,554,928	\$1,797,670	86.50%
	Purchase of Electricity	\$43,787,079	\$41,843,060	104.65%
	Capital Expenses	\$1,268,356	\$3,152,265	40.24%
	Transfer to General Fund	\$3,050,475	\$3,050,475	100.00%
Stormwater Fund	Total Revenues	\$1,552,460	\$1,541,000	100.74%
	Stormwater Revenues	\$1,531,866	\$1,526,000	100.38%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$20,594	\$15,000	137.29%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,243,289	\$1,541,000	80.68%
	Personnel Expenses	\$833,557	\$825,610	100.96%
	Operating Expenses	\$409,732	\$478,610	85.61%
Capital Expenses	\$0	\$236,780	0.00%	
Solid Waste Fund	Total Revenues	\$3,328,419	\$3,075,000	108.24%
	Refuse Collections Revenues	\$2,978,017	\$2,899,500	102.71%
	Other Revenues	\$74,608	\$50,500	147.74%
	Proceeds From Capital Leases	\$275,794	\$125,000	220.64%
	Total Expenses	\$3,002,306	\$3,075,000	97.64%
	Personnel Expenses	\$1,296,055	\$1,386,040	93.51%
Operating Expenses	\$1,483,083	\$1,563,960	94.83%	
Capital Expenses	\$223,168	\$125,000	178.53%	
Fiber Optics Fund	Total Revenues	\$2,549,851	\$2,414,200	105.62%
	Fiber Optics Revenues	\$2,355,055	\$2,256,600	104.36%
	GIS Revenues	\$115,500	\$115,500	100.00%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$79,296	\$42,100	188.35%
	Total Expenses	\$2,323,323	\$2,414,200	96.24%
	Personnel Expenses	\$832,623	\$829,615	100.36%
	Operating Expenses	\$1,239,746	\$945,060	131.18%
	MEAG Telecom Statewide Pymt	\$7,233	\$9,000	0.00%
	Debt Payment	\$5,259	\$6,095	0.00%
Capital Expenses	\$94,033	\$480,000	19.59%	
Transfers to General Fund	\$144,429	\$144,430	100.00%	

Cash Position	6/30/21	7/31/21	8/31/21	9/30/21	10/31/21	11/30/21	12/31/21
Total Unrestricted Cash Balance	\$50,570,758.37	\$50,101,795.77	\$49,456,237.49	\$49,875,491.69	\$51,462,794.83	\$55,754,911.66	\$52,834,165.56
Total Restricted Cash Balance	\$183,894,052.78	\$186,508,350.91	\$192,390,996.65	\$192,661,877.42	\$195,181,989.35	\$193,558,217.29	\$194,515,939.96
Cash Position		1/31/22	2/28/22	3/31/22	4/30/22	5/31/22	6/30/22
Total Unrestricted Cash Balance		\$55,166,062.87	\$57,957,535.91	\$60,194,416.48	\$61,028,239.30	\$64,973,106.17	\$63,722,990.02
Total Restricted Cash Balance		\$193,609,751.23	\$193,575,290.79	\$194,343,099.78	\$192,464,827.16	\$193,924,840.97	\$189,663,551.56

These numbers are preliminary and will change as the year-end close process continues.

Highlights for the Month of June 2022:

Unrestricted cash decreased due to decreases in the General, Stormwater, and Garage Funds, while increases occurred in the water, gas, fiber, and electric funds.

Restricted cash decreased due to decreases in the Debt Service and Pension Funds.

SPLIST Account Balances	
SPLIST 2003	\$57,360.22
SPLIST 2014	\$231,991.10
SPLIST 2020	\$5,936,891.12