



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, June 16, 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. June 2, 2022

APPOINTMENTS

2. Etowah Area Consolidated Housing Authority

SECOND READING OF ORDINANCES

3. Budget Ordinance for the Fiscal Year 2022-23

4. Amendment to Utilities Ordinance Regarding Solid Waste Rates

5. Amendment to Utilities Ordinance Regarding Water and Sewer Rates

6. Amendment to Utilities Ordinance Regarding Electric Rates

FIRST READING OF ORDINANCES

7. Model Home Permits

8. Out of Date Ordinances

RESOLUTIONS

9. Renewal of Downtown Business Improvement District

BID AWARD/PURCHASES

10. Pipe Purchase, Great Valley Commerce Center
11. Size 880 Sensus Gas Meters
12. Renewal of VectorSolutions Software
13. Main Street Pump Station Bid Award
14. Field Loader Replacement
15. GPC Make Ready for Emerson Fiber Build
16. FiberCom Office Furniture
17. Cooling Fans for Garage
18. HVAC for Bartow County/Cartersville Public Library
19. First Quarter 2022 Motorola Radio Invoice
20. M&R Services
21. 150kVA Pad-Mounted Transformer

CONTRACTS/AGREEMENTS

22. 77 Quail Run
23. Renewal Program Provider Contracts
24. Contracts for Performing Services

MONTHLY FINANCIAL STATEMENT

25. April 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:	June 16, 2022
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	June 2, 2022
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the June 2, 2022 City Council Meeting have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
June 2, 2022
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

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

Mayor Santini closed Work Session at 6:30 P.M.

OPENING MEETING

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Wren.

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

Absent: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. May 19, 2022

Council Member Wren made a motion to approve the May 19, 2022 Council Minutes. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

Appointments

2. Cartersville Building Authority

Dan Porta, City Manager, stated the current terms for Jerry Milam and Fritz Dent on the Cartersville Building Authority have expired. They would like to continue serving and if reappointed, their new terms would expire on May 15, 2026.

Council Member Cooley made a motion to approve the reappointment for the Cartersville Building Authority. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

3. Alcohol Control Board

Randy Mannino, Planning and Development Director, stated the current terms for Christine Brown (Ward 4) and Rick Kollhoff (Ward 6) on the Alcohol Control Board have expired. They would like to continue serving and if reappointed, their new terms would expire on June 3, 2026.

Cortney Hultman has resigned and Matt Terry would like to serve on the Alcohol Control Board for Ward 5. If he is appointed, his term will expire on September 5, 2023.

Council Member Wren made a motion to approve the Alcohol Control Board appointments. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

4. Board of Zoning Appeals

Mr. Mannino stated the current term for Lamar Pendley on the Board of Zoning Appeals has expired. He would like to continue serving as the Mayor’s appointee and if reappointed, his new term would expire on June 1, 2024.

Council Member Wren made a motion to approve the Board of Zoning Appeals appointment. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

PUBLIC HEARING – 2nd READING OF ZONING/ANNEXATION REQUESTS

5. AZ22-02: De-Annex a 3.23 acre tract

Applicant: CAE

Mr. Mannino stated this request is to de-annex 3.23 acres from City, zoned R-20 with conditions, to County for the construction of a mixed-housing development in Unincorporated Bartow County. The project site is located behind the Holiday Inn Express and Suites adjacent to I-75 and south of SR20.

Planning Commission recommends approval with the following conditions:

- 1) Allow a utility easement for a natural gas main extension per a developer approved location; and,
- 2) The easement shall not exceed 20ft in width.

Public hearing was opened.

With no questions or comments from Council or the public, the public hearing closed.

Council Member Wren made a motion to approve AZ22-02 – De-annexation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0



Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 09-22
Petition No. AZ22-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by CAE, LLC. Property is located at Hwy 20 @ I-75 (C108-0002-014). Said property contains 3.23 acres located in the 4th District, 3rd Section, Land Lot 102 as shown on the attached plat Exhibit "A". De-annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

- The de-annexation was approved with the following conditions:
- 1) Allow a utility easement for a natural gas main extension per a developer approved location; and,
 - 2) The easement shall not exceed 20ft in width.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the day of May 19, 2022
ADOPTED this the 2nd day of June, 2022 Second Reading.

/s/ 
Matthew J. Santini
Mayor

ATTEST:

/s/ 
Julia Drake
City Clerk



6. Z22-01: Rezone 103.85 acres from R-20 to RA-12 Applicant: Prime Engineering, Inc.

Mr. Mannino stated this application is requesting to rezone 103.85 acres from R-20 to RA-12 for the construction of 199 townhomes adjacent to I-75 and north of Center Rd. Project site is known as Etowah Preserve Phase 2. Furthermore, he stated if approved, the following zoning conditions should be adopted:

1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.
2. No development or Finished Floor Elevation (FFE) is to occur above the 1100 ft. elevation without the review and approval of the Water Department.
3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
4. A 50ft. buffer must be provided between the development and the Right-of Way for Interstate 75.
5. Developer to provide necessary easements for a natural gas line extension on the property.
6. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.

Planning Commission recommends denial of the application, 4-1.

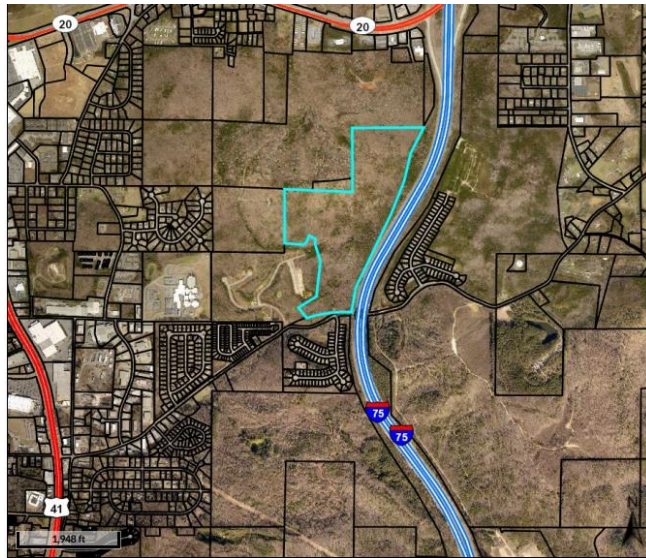
Public hearing opened.

Rob MacPherson, 862 Devonwood Trail, Marietta, came forward to represent the applicant, Prime Engineering and stated he had no issues with the conditions. Furthermore, he stated decisions were made to produce 60% two-bedroom units and 40% three-bedroom units and that the site plan had been revised to include an access road for emergency vehicles.

Robert Walker, 15 S. Public Sq., came forward to represent the Tilley Property and stated his client has no opposition in the rezoning but ask Council to please consider carrying the conditions over.

With no other comments, the public hearing closed.

Council Member Wren made a motion to deny Z2-01 – rezoning 103.85 acres from R-20 to RA-12. Council Member Fox seconded the motion. Motion failed unanimously. Vote: 4-0



FIRST READING OF ORDINANCES

7. Budget Ordinance for the Fiscal Year 2022-2023

Tom Rhinehart stated the proposed 2022-2023 budget is a balanced budget and increased \$22,021,065. The increase equates to a 13.98% increase. The proposed budget includes salary adjustments, a slight increase in the city’s property tax millage rate, an increase in health insurance premiums for both the city and the employees, and increases in the water and sewer rates, electric, and solid waste rates.

Budget comparison by type for the FY 2023 proposed budget compared to the FY 2022 budget include: personnel expenses increase by \$2,406,735; operating expenses increased \$3,008,690; purchase of commodities increased by \$4,245,255; debt service expenses increased \$1,884,470; decrease in business improvement district \$24,535; capital expenses increased \$9,435,570, and increases to the transfers to the general fund \$1,064,880. Approval was recommended.

This was a first reading and will be voted on at the June 16, 2022 meeting.

8. Amendment to Utilities Ordinance Regarding Solid Waste Rates

Mr. Rhinehart stated the proposed fiscal year 2022-23 budget includes an increase in the Solid Waste Fund to help address the maintenance and capital needs of the Solid Waste Fund. The increase is as follows: a \$2.50 increase per month in the residential solid waste customers and a 10% increase per month in the commercial solid waste customers. Also, residential customers will no longer be required to purchase their solid waste carts as the city will provide one to them. Approval was recommended.

This was a first reading and will be voted on at the June 16, 2022 meeting.

9. Amendment to Utilities Ordinance Regarding Water and Sewer Rates

Mr. Rhinehart stated the proposed fiscal year 2022-23 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital needs of the water fund. The increase is as follows: a 2.5% increase in the residential, commercial, and industrial water and sewer rates for both inside and outside the city limits customers.

The 2.5% increase will allow the water department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. The total estimated increase for a residential water and sewer customer is \$1.10 per month on 7000 gallons consumed.

The amended ordinance also adds a new “Wholesale” rate class for water customers, which currently only includes the Bartow County Water System as a customer. The wholesale and industrial classes are currently set at the same rate.

With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. Approval was recommended.

This was a first reading and will be voted on at the June 16, 2022 meeting.

10. Amendment to Utilities Ordinance Regarding Electric Rates

Mr. Rhinehart stated the proposed budget includes increases to electric rates. The Electric Department is proposing a rate increase based on the rate study provided by Electric Cities of Georgia (ECG), due to general operations of the electric department increasing, and the increased cost of Plant Vogtle Units 3 and 4 going on-line, the proposed increases are necessary to sustain the electric department’s expenditures. Along with the increases mentioned above, the cost of the electric department’s cost of electricity generation (coal and natural gas) have also increased. The proposed changes include an increase in the base rate of all rate classes. Also, changes will occur in the actual rates of each rate class.

With the proposed changes to the electric rates, the estimated increase to a residential user will be about \$8.00 per month for each 1,000 kWh used. The average Cartersville resident uses 1,013 kWh per month.

This was a first reading and will be voted on at the June 16, 2022 meeting.

RESOLUTIONS

11. Request for Festival Zone

Freddy Morgan, Assistant City Manager stated the Downtown Development Authority was requesting the creation of festival zones for Chamber BBQ, to be held in Friendship Plaza on June 23, 2022 with a rain date of Thursday, June 30, 2022.

Council Member Fox made a motion to approve the Request for Festival Zone. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

Resolution No. 09-22

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

Thursday, June 23 for the Chamber of Commerce Annual BBQ

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband or other means of identification, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses or caterer.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the above listed events be designated a Community Festival Zone.

ADOPTED this the 2nd day of June 2022.

/s/ Matt Santini
Matt Santini
Mayor

ATTEST:

/s/ Julia Drake
Julia Drake
City Clerk



CONTRACTS/AGREEMENTS

12. Updated Architectural and Engineering Contract for the Water Dept. Admin Complex

Mr. Morgan stated the updated professional services agreement between the City and CPL are based on the anticipated construction cost of the Water department administrative complex. These fee percentages were in the original agreement approved at the February 17, 2022 Council meeting.

Council Member Fox made a motion to approve the Updated Architectural and Engineering Contract for the Water Department Administration Complex. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

13. Proposal for City Hall Drive Through

Mr. Morgan stated the monitoring system in the customer service drive through is outdated and in need of repair or replacement of the audio/video components and pneumatic system.

We have received quotes from ACG, a sole source provider, for various stages of repair and a quote for replacement. We have chosen option 1, the Two-Way audio video system which includes the new equipment, installation and removal of the existing system and staff training in the amount of \$30,123. According to the vendor, it may take 5-6 months to receive the equipment. Approval of this equipment replacement and installation agreement is recommended. Approval was recommended.

Council Member Cooley made a motion to approve the Proposal for City Hall Drive Through. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

14. Rotary Club of Etowah for July 4, 2022 Celebration

Mr. Porta stated this contract is between the City of Cartersville and the Rotary Club of Etowah for the July 4th celebration at Dellinger Park. Additionally, JRM Management Services, Inc. has contracted with the Rotary Club of Etowah to coordinate this event and the contract is attached.

In closing, Mr. Porta stated that the contract requests twelve (12) officers and the City is proposing amending the number of officers provided from twelve (12) to six (6). Approval was recommended with the amendment proposed.

Council Member Fox made a motion to approve the Rotary Club of Etowah – July 4, 2022 Celebration with the amendment of number of officers provided. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

15. Stormwater Acquisition/Relocation Services Contract

Tommy Sanders, Public Works Director, stated as our civil consultants move forward with the stormwater design improvements for one of our stormwater projects, property acquisition and relocation services will be needed to complete the design.

THC has provided Public Works with a proposal to perform the needed services for acquisition of property and relocation services for one of these projects. THC proposes to provide their services for \$23,600.

These fees would utilize America Rescue Plan Act (ARPA) Funds for these services. Public Works recommends approval of this agreement.

Council Member Fox made a motion to approve the Stormwater Acquisition/Relocation Services Contract. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

16. Extension Agreement Great Valley Commerce Center

Michael Dickson, Gas Department Director, stated this Agreement is necessary for the Developer to reimburse the City the costs associated with the extension of natural gas main facilities to serve the proposed site. This agreement between the Owner/Developer, Great Valley Commerce Center, LLC and the City is in the estimated amount of \$181,900.00. The City Attorney's office has reviewed and approved this agreement and Council approval is recommended.

Council Member Roth made a motion to approve the Extension Agreement Great Valley Commerce Center. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

BID AWARD PURCHASE

17. Horizontal Directional Drilling Machine and Vacuum Excavating System

Mr. Dickson stated sealed bid proposals were opened to provide a directional drilling machine and vacuum excavation system on May 25, 2022. Two bid proposals were received with the low bid submitted by Ditch Witch Worx of Forest Park, Georgia in the amount of \$499,995.00 for a Ditch Witch JT24 and supporting equipment. The second low bid was received by Vermeer Southeast of Marietta, Georgia in the amount of \$515,000.00 for a Vermeer D23x30 S3 Navigator and supporting equipment. The bid proposals are included in this packet.

It was recommended that the City award this bid proposal to the second low bidder, Vermeer Southeast of Marietta, Georgia, in the amount of \$515,000.00 for the purchase of a Vermeer D23x30 S3 Navigator and supporting equipment.

Council Member Cooley made a motion to approve the purchase of Horizontal Directional Drilling Machine and Vacuum Excavating System. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

18. 3000kVA Transformer Purchase

Derek Hampton, Electric Department Director, The Electric Department is requesting authorization to purchase a 3000kVA, 480V/3-phase, pad-mounted transformer. This transformer purchase is to satisfy one of our top-three, large industrial customers with a very high load factor (the transformer sees significant load 24/7 with no cool down period). The agreement with the customer is to use a larger transformer to replace certain, heavier loaded ones when there is a failure. With their plant running non-stop all day, the transformers build up heat and fail unexpectedly. The goal is to purchase a transformer that costs a little more and lasts, to keep from having to replace them as often.

We requested bids and received four (4) prices. We are requesting to purchase the UTB model. It was only \$23 more than the lowest purchase price, but we can receive it 30 weeks sooner. Thus, we are requesting to purchase the UTB brand transformer for \$81,755.00. This transformer purchase is budgeted in our FY22-23 capital budget

Council Member Fox made a motion to approve the 3000kVA Transformer Purchase. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

Council Member Roth made a motion to add two (2) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

19. Flooring for FiberCom Office

Steven Grier, FiberCom Director, stated this item is for replacing the carpet at the new FiberCom offices located at 500 S. Tennessee St. The total cost for this replacement is \$22,512.44 from Cartersville Flooring Center. This is not a budgeted item, but the funds are available in the FY2021-22 budget. Approval was recommended.

Council Member Roth made a motion to approve the Flooring for FiberCom Office. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

20. CrowdStrike Renewal

Mr. Grier stated this item is a budgeted annual support renewal for CrowdStrike Falcon Complete, which is a cloud delivered software that protects our computers from viruses and malicious actors. The total amount is \$64,053.50 from CDWG.

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

21. Rollnrack Hose Management System

Scott Carter, Fire Chief, stated they respectfully request permission to purchase a system for draining, rolling and reloading a large diameter fire hose. A 5-inch LDH will hold 1 gallon of water per foot of hose. On average, an empty 100-foot section of 5-inch hose weighs 110 pounds. With water weighing 8.33 pounds per gallon, a 100-foot section of LDH filled with water weighs approximately 944 pounds.

This equipment meets NFPA Standard 1962 for cleaning and drying a fire hose along with NFPA 1500 for Firefighter Safety. This will allow two firefighters to load a truck that normally takes four plus firefighters. We will also reduce our potential for back and leg injuries while working with such heavy objects. We request approval to purchase the Rollnrack hose management system for the quoted price of \$9,340.00, including shipping. This is a budgeted purchase and a sole source item.

Council Member Roth made a motion to approve the Rollnrack Hose Management System. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

OTHER

22. Local Emergency Operations Plan (LEOP) – Bartow County

Mr. Carter stated this is the countywide plan for activation of EMA and GEMA resources as needed in a disaster. It provides the powers for activation of disaster declaration and lays out the

chain of who is responsible within Bartow EMA. This does not have any effect on the city's authority to operate (we have our own emergency management ordinance which works in conjunction with this one) and it is recommended for approval for the Mayor to sign the ordinance. Note that the request of the Mayor's Signature is not to endorse the document, but only to acknowledge the document.

Council Member Fox made a motion to allow the Mayor to sign and acknowledge the Local Emergency Operations Plan. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

23. CVS Sewer Refund

Sidney Forsyth, Water Department Director, stated The CVS Pharmacy on West Avenue has been billed for water and sewer service since December 2009. At that time, their one-inch (1") monthly minimum sewer rate was incorrectly entered as a ten-inch (10") service, which continued until March 2022; at which time the rate was corrected to be billed at the one-inch rate.

The total overage paid by CVS for this time is \$41,258.61. We have contacted the proper authority at CVS Health and have determined they would prefer a refund check rather than an account credit.

This would be paid from the sewer service revenue account 505.3300.71.4571.

Council Member Roth made a motion to approve the CVS Sewer Refund. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

CHANGE ORDER

24. Fairview Tank Project Final Change Order

Mr. Forsyth stated the 5-million-gallon steel, water storage tank on Fairview Street has been re-coated in accordance with contract documents, as approved on May 20, 2021. This contract with Utility Service Company, Inc. was approved for \$546,200.00.

After all material quantities and work have been reconciled, the final project cost is \$511,200.00. This represents a \$35,000.00 credit to the City from project contingencies which went unused.

Council Member Roth made a motion to approve the Fairview Tank Project Final Change Order. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

ADDED ITEMS

25. Contract for Performing Services

Mr. Porta stated this contract is with the Rotary Club of Etowah to provide a Fourth of July fireworks spectacular at Dellinger Park.

Council Member Fox made a motion to approve the Contract for Performing Services. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

26. City Hall Elevator Renovation

Mr. Porta stated the elevator in City Hall is in need of renovations. TKE, formerly known as Thyssen-Krupp, has provided an estimate of \$94,946 if paid in full, in advance. The estimated lead time would be 12-14 weeks.

Council Member Fox made a motion to approve the City Hall Elevator Renovation. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

OTHER BUSINESS

Eric Solgard, 32 Lakewood Ct., came forward to address the Mayor and Council regarding dedicated courts for PickleBall.

Mayor Santini stated dedicated courts were provided near Atco and said courts have not been utilized to which Mr. Solgard stated they are looking for something closer to the restaurants and shops in Cartersville.

Mr. Porta stated funding is provided in the next year’s budget to provide these courts.

FINAL COMMENTS

Council Member Roth spoke regarding the Douthit Ferry Project and stated that all comments from the residents are valued and as a Council Member, the comments do not fall on deaf ears.

ADJOURNMENT

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

Meeting Adjourned at 8:00 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Etowah Area Consolidated Housing Authority
DEPARTMENT SUMMARY RECOMMENDATION:	Ms. Hedy Smith's term on the Etowah Area Housing Authority has expired. She would like to continue serving and if approved, her new term would expire on April 1, 2027.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Budget Ordinance for the Fiscal Year 2022-23
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The fiscal year 2022-23 budget ordinance is attached. The proposed budget is a balanced budget and increased \$22,021,065 over the fiscal year 2022-23 budget. The increase equates to a 13.98% increase. The proposed budget includes salary adjustments, a slight increase in the city’s property tax millage rate, an increase in health insurance premiums for both the city and the employees, and increases in the water and sewer rates, electric, and solid waste rates.</p> <p>Budget comparison by type for the FY 2023 proposed budget compared to the FY 2022 budget include: personnel expenses increase by \$2,406,735; operating expenses increased \$3,008,690; purchase of commodities increased by \$4,245,255; debt service expenses increased \$1,884,470; decrease in business improvement district \$24,535; capital expenses increased \$9,435,570, and increases to the transfers to the general fund \$1,064,880. I recommend approval of the proposed FY 2022-23 budget as presented.</p>
LEGAL:	None

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2022 – 2023 budget.

2022 - 2023 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$33,736,215	
Expenditures:		
Legislative		\$ 3,531,275
Administration		\$ 1,219,460
Finance Dept.		\$ 883,845
Customer Service Dept.		\$ 1,378,805
Police		\$ 7,068,675
Fire		\$10,593,490
Municipal Court		\$ 313,585
Public Works		\$ 2,964,060
Recreation		\$ 4,314,400
Planning & Development		\$ 1,468,620
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 923,800	\$ 923,800
America Rescue Plan (ARPA)	\$ 3,150,000	\$ 3,150,000
Tourism Product Development	\$ 150,000	\$ 150,000
SPLOST – 2003	\$ 100,000	\$ 100,000
SPLOST – 2014	\$ 50,000	\$ 50,000
SPLOST - 2020	\$ 3,245,000	\$ 3,245,000
DEA	\$ 442,955	\$ 442,955
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,510,000	\$ 1,510,000
Motor Vehicle Rental Tax	\$ 85,235	\$ 85,235
Grant Funds	\$ 0	\$ 0
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 310,000	\$ 310,000

Enterprise Funds

Fiber Optics	\$ 2,583,800	\$ 2,583,800
Electric	\$54,485,200	\$54,485,200
Gas	\$34,353,845	\$34,353,845
Solid Waste	\$ 3,638,845	\$ 3,638,135
Stormwater	\$ 1,602,000	\$ 1,602,000
Water & Sewer	\$37,578,785	\$27,353,515
Water Pollution Control Plant		\$ 3,520,060
Water Treatment Plant		\$ 6,705,210

Internal Service Fund

Garage	\$ 1,573,545	\$ 1,573,545
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BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of June 2022. First Reading.
ADOPTED this ___ day of June 2022. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Solid Waste Rates
DEPARTMENT SUMMARY RECOMMENDATION:	The proposed fiscal year 2022-23 budget includes an increase in the Solid Waste Fund to help address the maintenance and capital needs of the Solid Waste Fund. The increase is as follows: a \$2.50 increase per month in the residential solid waste customers and a 10% increase per month in the commercial solid waste customers. Also, residential customers will no longer be required to purchase their solid waste carts as the city will provide one to them. I recommend approval of the proposed Solid Waste rate increases to begin July 1, 2022.
LEGAL:	None

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 21. SOLID WASTE, ARTICLE II. MUNICIPAL COLLECTION AND DISPOSAL SERVICE. SEC 21-26. GARBAGE CONTAINERS GENERALLY, SEC. 21-34. BILLING. SUBSECTIONS (a) AND (e) AND SEC. 21-35 COMMERCIAL AND MULTI-DWELLING UNITS (HAVING MORE THAN SIX UNITS) COLLECTION CHARGES are hereby deleted in their entirety and replaced as follows:

1.

Sec. 21-26 Garbage containers generally.

- (a) The following practices and procedures shall be followed in order to facilitate the collection of garbage:
 - (1) Containers purchased by the resident prior to July 1, 2022, will remain the property of the resident.
 - (2) Every new customer after July 1, 2022, shall be provided one standardized container; unauthorized containers will not be serviced. Additional containers may be obtained from the city for an additional fee. The containers are not to be used for any other purpose.
 - (3) Each city issued container has an imprinted serial number that is assigned to a specific address (not resident). If the resident moves, the container must remain at the assigned address.
 - (4) The customer is responsible for keeping their assigned container secure and in good condition. If the container is stolen or vandalized, the customer must provide a valid police report before the container will be replaced. If a container must be replaced due to negligence, the customer shall be required to pay for a replacement container.

- (b) Special exceptions to the requirements of subsection (a) may be made:
 - (1) For the physically handicapped and elderly individuals on a case-by-case basis. They shall use standardized container, and they will be assessed the normal collection rate for the back door service provided.
 - (2) Those desiring backyard pickup shall use city standardized containers and shall be charged a fee of twenty-five dollars (\$25.00) per month for this service if approved by the public works director.
 - (3) If a multifamily dwelling complex has between six (6) to thirty (30) units, the public works director may authorize at his sole discretion, the use of standardized wheel carts in said complex, provided that there is adequate access to and within said complex.

- (c) Every individual who has opted out of using the city's garbage service as of August 27, 1998, may continue to do so. However, in the event said individual desires to use the city's solid waste collection services at a later date, they may do so, but upon exercising that right, said individual forfeits the right to opt out forevermore.

2.

Sec. 21-34. Billing

- (a) Each residential household will be billed a monthly charge of twenty-three dollars (**\$23.00**) minimum for garbage collection; said fee includes the cost of collection, curbside recycling, recycling yard waste, and disposal. The monthly fee shall be twenty-one dollars (**\$21.00**) for a residential household with a homestead exemption for elderly, if the proper form has been filed. Furthermore, there shall be an additional fee of eleven dollars and fifty cents (\$11.50) per month per additional cart per residence. A chart listing out the residential and senior monthly rates is also listed below:

Residential Monthly Rates

1 Curbie	\$23.00
2 Curbies	\$34.50
3 Curbies	\$46.00

Senior Residential Monthly Rates – (Homestead Exemption for Elderly)

1 Curbie	\$21.00
2 Curbies	\$32.50
3 Curbies	\$44.00

- (e) A fee of fifteen dollars (\$15.00) per sticker shall be charged to the customers and stickers may only be purchased in person at city hall or by mail order from the city clerk's office for the collection of the waste material referred to in section 21-33(f) of this chapter. Two (2) stickers (thirty dollars (\$30.00)) are required for all appliances with refrigerant.

3.

Sec. 21-35. Commercial and multi-dwelling units (having more than six units) collection charges.

- (a) Multi-dwelling units having more than six (6) units will be required to have a container and will be charged the following rates:

Container Size	Dumps Per Week	Monthly Rate
2 Yard	1	\$94.00
	2	\$132.00
	3	\$163.00
4 Yard	1	\$121.00
	2	\$183.00
	3	\$230.00
	4	\$292.00
	5	\$354.00
	6	\$462.00
6 Yard	1	\$152.00
	2	\$214.00
	3	\$275.00
	4	\$337.00
	5	\$400.00
	6	\$555.00
8 Yard	1	\$180.00
	2	\$258.00
	3	\$336.00
	4	\$413.00
	5	\$491.00
	6	\$647.00

Extra dumps for dumpsters/containers \$100.00

- (b) The collection charges for commercial curbies is as follows:

Commercial Curbies	Once Per Week Pickup	Twice Per Week Pickup
1 Curbie	\$35.00	\$49.50
2 Curbies	\$43.00	\$61.50
3 Curbies	\$51.00	\$72.50
4 Curbies	\$58.00	\$82.50
5 Curbies	\$67.00	\$94.50

- (c) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (d) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk's office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (e) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.

4.

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

5.

This rate increase will be effective as of July 1, 2022.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
 SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Water and Sewer Rates
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The proposed fiscal year 2022-23 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital needs of the water fund. The increase is as follows: a 2.5% increase in the residential, commercial, and industrial water and sewer rates for both inside and outside the city limits customers.</p> <p>The 2.5% increase will allow the water department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. The total estimated increase for a residential water and sewer customer is \$1.10 per month on 7000 gallons consumed.</p> <p>The amended ordinance also adds a new “Wholesale” rate class for water customers, which currently only includes the Bartow County Water System as a customer. The wholesale and industrial classes are currently set at the same rate.</p> <p>With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2022.</p>
LEGAL:	None

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE and Section 24-147 SEWAGE RATES is hereby amended by deleting paragraph (a) (2) and (b)(2) in their entirety and replacing them with the following:

1.

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
(2) Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$2.26/100 cu. ft./ \$3.01/1000 Gal.	\$4.14/100 cu. ft./ \$5.54/1000 Gal.
(b) 9 – 14 consumptions per month	\$3.39/100 cu. ft./ \$4.54/1000 Gal.	\$4.25/100 cu. ft./ \$5.69/1000 Gal.
(c) 15 – 19 consumptions per month	\$5.13/100 cu. ft./ \$6.85/1000 Gal.	\$5.13/100 cu. ft./ \$6.85/1000 Gal.
(d) 20 + consumptions per month	\$7.16/100 cu. ft./ \$9.58/1000 Gal.	\$7.16/100 cu. ft./ \$9.58/1000 Gal.
(ii) Apartments, Multiples & Commercial Meters	\$3.71/100 cu. ft./ \$4.96/1000 Gal.	\$5.03/100 cu. ft./ \$6.73/1000 Gal.
(iii) Irrigation System Meters	\$5.13/100 cu. ft./ \$6.85/1000 Gal.	\$5.13/100 cu. ft./ \$6.85/1000 Gal.
(iv) Industrial and All Other Meters	\$2.26/100 cu. ft./ \$3.01/1000 Gal.	\$4.14/100 cu. ft./ \$5.54/1000 Gal.
(v) Wholesale Meters	\$2.26/100 cu. ft./ \$3.01/1000 Gal.	\$4.14/100 cu. ft./ \$5.54/1000 Gal.
(b.) Sewage Monthly Billing	City	Outside City
(2) Plus consumption	\$2.48/100 cu. ft./ \$3.32/1000 Gal.	\$4.39/100 cu. ft./ \$5.86/1000 Gal.

2..

This Ordinance shall become effective on July 1, 2022.

3.

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

[SIGNATURES ON NEXT PAGE]

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Electric Rates
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The proposed budget includes increases to electric rates. The Electric Department is proposing a rate increase based on the rate study provided by Electric Cities of Georgia (ECG), due to general operations of the electric department increasing, and the increased cost of Plant Vogtle Units 3 and 4 going on-line, the proposed increases are necessary to sustain the electric department's expenditures. Along with the increases mentioned above, the cost of the electric department's cost of electricity generation (coal and natural gas) have also increased. The proposed changes include an increase in the base rate of all rate classes. Also, changes will occur in the actual rates of each rate class.</p> <p>With the proposed changes to the electric rates, the estimated increase to a residential user will be about \$8.00 per month for each 1,000 kWh used. The average Cartersville resident uses 1,013 kWh per month.</p> <p>I recommend approval of the proposed Electric rate changes to begin July 1, 2022.</p>
LEGAL:	None

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 17, 19, 21, 22, 23, 24, 25, 26, 30 and 35** are hereby amended and/or added by deleting said sections and replacing them with the following:

1.

DIVISION 17. LARGE POWER TIME OF USE; TARIFF LP-TOU-3**Sec. 24-336. Generally.**

- (a) *Effective date:* Bills rendered on or after July 1, 2022
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Optional to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to one thousand (1,000) kW and less than three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) The customer may switch to another appropriate tariff following twelve (12) months of service on this tariff.
 - (3) Customer must request this rate in writing.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Administrative charge \$400.00

Demand charge (per kW of billing demand 4.15

Energy charge:

Summer - April through October consumption (kWh):

Peak 1 (per kWh) 14.1517¢ - Four-hour period from 1:00 p.m. through 5:00 p.m. for July and August only

Peak 2 (per kWh) 6.021¢ - Eight-hour period from 11:00 a.m. through 7:00 p.m. not including Peak 1 hours

Off-peak (per kWh) 4.5525¢ - All other hours

Winter - November through March consumption (kWh):

Peak 3 (per kWh) 5.667¢ - Four-hour period from 6:00 a.m. through 10:00 a.m.

Off-peak (per kWh) 4.8466¢ - All other hours

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.

- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Peak rating periods:* Peak rating periods occur on weekdays only and do not apply on national holidays of the United States of America. Peak periods are stated in Eastern Standard or Daylight Times, whichever is currently in effect. There are ten (10) national holidays of the United States of America observed by this tariff. Dates that fall on a weekend day will roll to the date observed by the State of Georgia.

New Year's Day	January 1
M. L. King Jr.'s Birthday	January 16
Washington's Birthday	February 22
Memorial Day	May, last Monday
Independence Day	July 4
Labor Day	September, first Monday
Columbus Day	October 8
Veterans Day	November 11
Thanksgiving Day	November, fourth Thursday
Christmas Day	December 25

- (j) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

The billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) Nine hundred fifty (950) kW (ninety-five (95) percent of one thousand (1,000) kW).

- (k) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-337—23-340. Reserved.

DIVISION 19. TEMPORARY POWER SERVICE; TARIFF TP-3

Sec. 24-346. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all construction uses and temporary uses such as fairs, carnivals, Christmas tree stands, and similar locations and structures where such service will be for less than twelve (12) months duration.

A high load factor customer served under this rate schedule may petition CES to be reclassified to the small power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.

- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge \$20.50

Energy charge 14.744¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-347—24-350. Reserved.

DIVISION 21. MEDIUM ECONOMIC DEVELOPMENT; TARIFF MED-6

Sec. 24-356. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available to a qualifying customer only with the approval of the City of Cartersville Electric System (CES) on a case-by-case basis in all areas served by CES and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable only to commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) New or expanded electric service which is added to the CES system.
 - (2) Non-coincident metered demand.
 - (3) Delivered at one (1) service point.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge \$153.00

Demand charge 4.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the metered demand:

All kWh 5.5221¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the metered demand:

All kWh 4.4995¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours times the metered demand:

All kWh 4.0904¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The billing demand shall be based on the highest thirty-minute kW measurement and shall be the greater of the customer's metered demand in the current billing month or the maximum demand metered during the prior eleven (11) months including the current billing month. However, in no case shall the billing demand be less than two hundred (200) kW. Until such time as the billing demand can be determined, an estimate will be used by CES for billing purposes that shall be not less than the maximum metered demand for the current billing month.
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.
- (k) *Term:* Maximum term of initial five (5) years or as stated in contract.
- (l) *Terms and conditions:* Service under this tariff may be discontinued and applicable load placed on the standard applicable tariff if, in the opinion of CES, the customer violates any of the following:
 - (1) Any two (2) payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
 - (2) Electric service furnished is resold.
 - (3) More than one (1) delivery point or more than one (1) standard voltage is required.
 - (4) Applicable load increase is less than two hundred (200) kW.
 - (5) Monthly peak demand is coincident with CES' monthly peak demand.
 - (6) Character of service does not meet criteria of this tariff.

Secs. 24-357—24-360. Reserved.

DIVISION 22. RESIDENTIAL POWER SERVICE; TARIFF RP-5

Sec. 24-361. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all domestic uses of a residential customer in a separately metered single-family or multifamily dwelling unit.
- (d) *Type of service:* Power normally supplied under this rate shall be one hundred fifteen/two hundred thirty (115/230) volts, single phase, sixty (60) hertz. Three-phase service may be furnished, where available.
- (e) *Monthly rate:*

Administrative charge \$12.50

Energy charge: *Summer—June through September billing:*

First 650 kWh 8.7686¢ per kWh

Next 350 kWh 10.098¢ per kWh

Over 1,000 kWh 12.1432¢ per kWh

Energy charge: *Winter—October through May billing:*

First 650 kWh 8.7686¢ per kWh

Next 350 kWh 8.3595¢ per kWh

Over 1,000 kWh 7.9505¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-362—24-365. Reserved.

DIVISION 23. CITY GOVERNMENT SERVICE; TARIFF CG-4

Sec. 24-366. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all facilities owned, leased by, or operated by the City of Cartersville for the provision of municipal services including, but not limited to, schools, utilities, fire and police protection, solid waste disposal, and general office functions.

(d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Administrative charge \$20.50

Energy charge: 9.1514¢ per kWh

(f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.

(g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-367—24-370. Reserved.

DIVISION 24. SMALL POWER SERVICE; TARIFF SP-4

Sec. 24-371. Generally.

(a) *Effective date:* Bills rendered on or after July 1, 2022

(b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

(c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:

- (1) Billing demand for the current month and the preceding eleven (11) months must be less than or equal to one hundred (100) kW as defined in the billing demand section of this tariff.
- (2) Average monthly energy consumption shall be greater than or equal to three thousand (3,000) kWh's based on the most recent twelve (12) months' data, where available.
- (3) In the event that average monthly energy consumption becomes permanently less than three thousand (3,000) kWh's, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.

(d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Administrative charge: \$33.00

Demand charge 3.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 6,000 kWh 11.1147¢ per kWh

Over 6,000 kWh 10.2979¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.3761¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.1719¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.9677¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand in excess of ten (10) kW, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) 10 kW.
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-372—24-375. Reserved.

DIVISION 25. MEDIUM POWER SERVICE; TARIFF MP-4**Sec. 24-376. Generally.**

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than one hundred (100) kW and less than one thousand (1,000) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than one hundred (100) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.

(d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Administrative charge \$65.50

Demand charge \$3.60 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 20,000 kWh 9.6154¢ per kWh

Over 20,000 kWh 8.5944¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.5104¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.102¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.8978¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand in excess of thirty (30) kW, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) Ninety-five (95) kW (ninety-five (95) percent of one hundred (100) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-377—24-380. Reserved.

DIVISION 26. LARGE POWER SERVICE; TARIFF LP-5

Sec. 24-381. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to one thousand (1,000) kW and less than three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than one thousand (1,000) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge: \$164.00

Demand charge \$3.60 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 200,000 kWh 7.4806¢ per kWh

Over 200,000 kWh 6.4586¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.4146¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.0058¢ per kWh

All consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.8014¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) Nine hundred fifty (950) kW (ninety-five (95) percent of one thousand (1,000) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand

is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-382—24-385. Reserved.

DIVISION 27. EXTRA LARGE POWER SERVICE; TARIFF XLP-4

Sec. 24-386. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than three thousand five hundred (3,500) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge: \$256.00

Demand charge \$4.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 700,000 kWh 6.398¢ per kWh

Over 700,000 kWh 5.386¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.374¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 3.9692¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.7668¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.

(h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

(i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) Three thousand three hundred twenty-five (3,325) kW (ninety-five (95) percent of three thousand five hundred (3,500) kW).

(j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-387—24-390. Reserved.

DIVISION 29. SMALL GENERAL SERVICE; TARIFF SG-3

Sec. 24-396. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to nonresidential customers where monthly energy consumption is less than three thousand (3,000) kWh's per month. A high load factor customer served under this rate schedule may petition CES to be reclassified to the small power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge \$20.50

Energy charge:

Summer—June through September billing:

All kWh 14.744¢ per kWh

Winter—October through May billing:

All kWh 12.9033¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-397—24-400. Reserved

DIVISION 30. EXTRA LARGE POWER TIME OF USE; TARIFF XLP-TOU-3**Sec. 24-401. Generally.**

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Optional to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
- (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) The customer may switch to another appropriate tariff following twelve (12) months of service on this tariff.
 - (3) Customer must request this rate in writing.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge: \$405.00

Demand charge \$4.20 per kW of billing demand

Energy charge: *Summer* - April through October consumption (kWh):

Peak 1 14.3842¢ per kWh - Four-hour period from 1:00 p.m. through 5:00 p.m. for July and August only

Peak 2 5.3920¢ per kWh - Eight-hour period from 11:00 a.m. through 7:00 p.m. not including Peak 1 hours

Off-Peak 4.0745¢ per kWh - All other hours

Energy charge: *Winter* - November through March consumption (kWh):

Peak 3 5.0720¢ per kWh - Four-hour period from 6:00 a.m. through 10:00 a.m.

Off-Peak 4.3377¢ per kWh - All other hours

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Peak rating periods:* Peak rating periods occur on weekdays only and do not apply on national holidays of the United States of America. Peak periods are stated in Eastern Standard or Daylight Times, whichever is currently in effect. There are ten (10) national holidays of the United States of America observed by this tariff. Dates that fall on a weekend day will roll to the date observed by the State of Georgia.

New Year's Day	January 1
M. L. King Jr.'s Birthday	January 16
Washington's Birthday	February 22
Memorial Day	May, last Monday
Independence Day	July 4
Labor Day	September, first Monday
Columbus Day	October 8
Veterans Day	November 11
Thanksgiving Day	November, fourth Thursday
Christmas Day	December 25

- (j) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

The billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) Three thousand three hundred twenty-five (3,325) kW (ninety-five (95) percent of three thousand five hundred (3,500) kW).

- (k) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-402—24-405. Reserved.

DIVISION 35. EXTRA EXTRA LARGE POWER SERVICE; TARIFF XXLP-1

Sec. 24-418. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to fifteen thousand (15,000) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than fifteen thousand (15,000) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Administrative charge \$310.00

Demand charge \$10.25 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 700,000 kWh 5.5224¢ per kWh

Over 700,000 kWh 4.5014¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 3.4804¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 3.0720¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 2.8678¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.

- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) fourteen thousand two hundred fifty (14,250) kW (ninety-five (95) percent of fifteen thousand (15,000) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Sec. 24-419—24-420. Reserved.

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 alphabetized accordingly and renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Model Home Permits
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is needed to eliminate the final sentence that required final plat approval before utilities could be hooked up.
LEGAL:	NA

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 – DEVELOPMENT REGULATIONS, ARTICLE II – PLAN REVIEW AND GENERAL REQUIREMENTS, SECTION 7.5-40 – MODEL HOME PERMITS is hereby amended by deleting the final sentence and it will read as follows:

1.

Sec. 7.5-40. Model home permits.

The city at its discretion may approve up to two (2) model home permits per residential subdivision development with the following stipulations:

- (1) The streets of the development should be sufficiently complete having graded aggregate base (GAB) in place to avoid the tracking of mud onto adjacent streets;
- (2) A working fire hydrant must be within two hundred fifty (250) linear feet of the model home site.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Out of Date Ordinances
DEPARTMENT SUMMARY RECOMMENDATION:	We would like to propose that Council repeal the City Ordinances, Sec. 12-66 – Parking time limit and Sec. 12-1009 Fifteen minute parking. Both ordinances are outdated, as the City has not had a parking enforcement officer since 2004 and these ordinances are not being enforced. One of the businesses listed, Spring City Knitting, is long out of business and these areas do not have signs indicating that parking is time limited.
LEGAL:	N/A

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE III. - STOPPING, STANDING AND PARKING. Sec. 12-66. - Parking time limited. is deleted in its entirety and replaced as follows:

1.

Sec. 12-66. – Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. - TRAFFIC SCHEDULES. Sec. 12-1009. - Fifteen-minute parking. is deleted in its entirety and replaced as follows:

1.

Sec. 12-1009. – Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Renewal of Downtown Business Improvement District
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The necessary 51% of signatures have been obtained from property owners and the DDA is seeking approval from Council to renew the Downtown Business Improvement District.</p> <p>DDA Board and staff recommends approval.</p>
LEGAL:	N/A

RESOLUTION _____

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

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; 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 shall refer 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 Mayor and City Council shall publish and hold a public hearing at its regularly scheduled City Council Meeting regarding said plan on July 7, 2022, and shall consider the adoption or denial of said request at its regularly scheduled City Council Meeting on July 21, 2022.

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

That said petition and related documents be forwarded to the City Departments as required, that reports be submitted, a notice be published, a public hearing be conducted, and a meeting for approval or denial to be held as indicated above.

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

ATTEST:

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

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

PARCEL NUMBER	NUMBER	ADDRESS	OWNER NAME	CONTACT	VALUATION	
C001-0021-002	10	W MAIN ST	10 A West Main Street LLC	Justin Owen	559,275	vacant
C002-0013-021	101	W MAIN ST	101 on Main LLC	Justin Owen	950,381	Owen Security & 101 on Main
C001-0021-014	120	S ERWIN ST	120 Erwin Street LLC	Dean Gipson	311,192	The Local Bar and Grill
C001-0021-007	24	W MAIN ST	24 West Main LLC	Robert Knight, 20 Glen Cove Drive, Cartersville 30120	405,629	Main Street Coastal Cuisine
C002-0013-012	127	W MAIN ST	Agan Holding Co LLC	Mary Agan, 7 Creekstone Court, Cartersville, GA 30120	246,160	Etowah Realty Group
C002-0013-023	141	W MAIN ST	Agan's Bakery LLC	Abbey Agan	261,354	Agan's Bakery
C001-0011-018	9	S PUBLIC SQ	Akin, William Morgan	Morgan Akin, 570-825-6786, 770-382-0780	346,444	Akin & Tate Law Firm
C001-0011-017	11	S PUBLIC SQ	Akin, William Morgan	Morgan Akin, 570-825-6786, 770-382-0781	275,823	Hood Law Firm
C001-0009-015	17	WALL ST	Anverse Inc	Marty Sonenshine	33,120	Ross Diner
C001-0021-012	11	LEAKE ST	Asset Avenue LLC	Josh McWhorter	323,467	Red Barn
C001-0009-014	17	E CHURCH ST	Augsburg Investments LLC	Calvin Evans 116 Forrest Ave. Cartersville, GA 30120	191,262	Greg's Pawn Shop
C001-0012-017	11	GILMER ST	Bartow American Legion Home & Memorial, Inc.	Donovan Tucker, Adjutant, 770-843-7306, PO BOX 516, CARTERSVILLE, GA 30120	178,279	
C001-0008-002	109	CHURCH ST	Bartow Real Estate Holdings	Dr. David Naterman	212,030	Relax and Wax
C002-0002-001	113	S ERWIN ST	Bockholt, Timothy W & David, William	216 S. Piedmont St., Calhoun, GA 30701	150,783	Supervision Services
C001-0009-004	23	WALL ST	Bridges Agency Inc	Phil Bridges	122,171	Bridges Insurance
C001-0012-014	19	GILMER ST	Cahn, Bernard J	Bernard Cahn	132,006	Jax Supply
C002-0002-007	122	W MAIN ST	Cartersville bartow Chamber	Cindy Williams	903,225	Chamber of Commerce
C002-0013-006	10	NOBLE ST	Cartersville Land Holdings LLC	Carrie Trotter, registered agent	148,000	Noble & Main Overflow
C002-0012-012	163	W MAIN ST	Cartersville Land Holdings LLC	Carrie Trotter, registered agent	221,101	Alpha Insurance (Gay Miller)
C001-0011-011	41	S PUBLIC SQ	Cartersville School of Ballet	Teri Kayser	550,001	School of Ballet
C001-0021-004	16	W MAIN ST	CCT Corbitt Holdings LLC	Christina Corbitt Turner 18 Twelve Oaks Drive, Savannah, GA 31410	315,395	EverJean
C001-0021-005	18	W MAIN ST	CCT Corbitt Holdings LLC	Christina Corbitt Turner	564,642	Blue Sky Outfitters
C001-0012-008	26	WALL ST	CCT Corbitt Holdings LLC	Christina Corbitt Turner	208,922	Mellow Mushroom overflow
C001-0012-009	28	WALL ST	CCT Corbitt Holdings LLC	Christina Corbitt Turner	754,896	Mellow Mushroom
C001-0011-007	18	S ERWIN ST	Cedar Crest Real Estate LLC	GARDINER GARIN MICHAEL & SHANAN MARIE	133,310	Chandler Weath Management
C001-0011-003	10	N ERWIN ST	Cetti, William E	William Cetti P.O. Box 752 Cartersville, Ga 30120	202,650	Christina Jenkin's Law
C001-0011-020	31	S PUBLIC SQ	Chandler, Bill E	Bill Chandler	381,415	Edward Jones
C001-0012-019	9	S GILMER ST	Chang, Yingli	Yingli Chang and Robert Richard Cali, 2071 Honeydew Lane NW, Kennesaw, 30152	179,662	
C001-0011-015	17	S PUBLIC SQ	Chung, Tina	Tina Chung	239,570	Locks Salon
C001-0011-014	19	S PUBLIC SQ	Chung, Tina	Tina Chung	181,011	Locks Salon
C002-0013-010	135	W MAIN ST	Cobarnes Real Estate Holdings LLC	Alan and Carrie Barnes	210,487	GA Direct Family Care
C001-0020-003	25	E MAIN ST	Coconuts Properties LLC	Darin and Jennifer Capes	412,546	misc.
C001-0020-012	115	GILMER ST	Coconuts Properties LLC	Darin and Jennifer Capes	112,237	Coconuts
C001-0012-016	13	GILMER ST	Covenant Properties LLC	P.O. Box 2077, Cartersville, GA 30120	175,491	vacant
C001-0012-015	15	GILMER ST	Covenant Properties LLC		493,056	Harry Daniels Insurance
C001-0012-013	32	E MAIN ST	Covenant Properties LLC		94,552	
C002-0002-008	134	W MAIN ST	CPNS Holdings LLC	Emory Sellars	440,952	Cartersville Pawn N Shop
C002-0013-007	145	W MAIN ST	Davis, Justin W & Madison G	Justin and Madi Davis	267,072	Noble & Main
C002-0013-009	0	W MAIN ST	DCB Properties LLC	David Wayland, 192 Grandmar Chase, Canton, GA 30115	12,500	rear parking area
C002-0013-014	123	W MAIN ST	DCB Properties LLC	David Wayland	520,832	LaVida Massage
C001-0021-010	30	W MAIN ST	Edwards, Clint S &	Clint Edwards and DeDe Florence	392,944	Jordan Scott Salon
C001-0011-008	29	W MAIN ST	Etowah Property Management Inc	Dianne Burwell	234,515	Specialty Accounting
C001-0013-001	102	E MAIN ST	Firm Foundation Group LLC	Harry White, registered agent	1,188,207	vacant/Amedysis
C001-0011-019	5	S PUBLIC SQ	Florida Fund LLC	Teresa Whitton, Trust Manager	1,645,159	vacant/Amedysis
C002-0002-010-022	148	W MAIN ST, STE. 101	Flourmoy Holdings LLC	Richard O. Flournoy	186,002	Red Lightening Logistics
C002-0002-010-023	148	W MAIN ST, STE. 103	Floyd, Ladd	Ladd Floyd 148 West Main, Suite 200, Cartersville, GA 30120	140,721	CyberTech Café
C002-0002-021	144	W MAIN ST	Franklin, Samuel Kennedy Jr. &	Sam Franklin	458,998	Sam Franklin Furniture
C001-0011-012	39	S PUBLIC SQ	Frederick Jayson Ellis &	Jayson and Buddy	518,629	Southern Cove
C001-0012-020	5	GILMER ST	Gilstrap Inc	Tim Gilstrap	403,543	New Beginnings Signs
C002-0002-003	101	S ERWIN ST	Greene, Barry B	Barry Greene P.O. Box 699 Cartersville, GA 30120	211,801	Edward Jones (Jonathan Brown)
C002-0002-004	108	W MAIN ST	Greene, Barry B	Barry Greene P.O. Box 699 Cartersville, GA 30120	160,096	Cotton + Fox
C001-0002-005	26	CHURCH ST	Haigler Properties LLC	Jim Haigler	360,246	Salon Solutions and Jim Haigler Architecture
C002-0012-008	140	W CHEROKEE AVE	Helton Heritage LLC	Shephard Helton	250,645	Helton & Fultz
C002-0002-015	131	LEAKE ST	Holt Family Properties LLC	David Holt	391,137	C&C Electrical Supply
C002-0013-011	129	W MAIN ST	Hometown Boy Properties LLC	Jeffrey Adcock	203,348	Hometown Finance
C001-0011-016	13	S PUBLIC SQ	Howard, H W III	H. W. Howard, III, 204 Cannes Circle, Brownsboro, AL 35741	275,000	Heaven Scent Cupcakes
C001-0021-006	20	W MAIN ST	Hullander, Noreen	Chad Hullander	402,125	Old Havana Cigar Bar
C001-0021-009	28	W MAIN ST	Hullander, Chad	Chad Hullander	424,323	Jefferson's
C001-0021-016	0	S ERWIN ST	J A McWhorter Holdings LLC	Josh McWhorter	207,206	old bank drivethrough
C002-0002-017	121	LEAKE ST	J A McWhorter Holdings LLC	Josh McWhorter	295,385	
C001-0011-013	15	S PUBLIC SQ	JNJ Associates & Jenkins, Frank E III	Frank Jenkins	463,211	Jenkins, Bowen, and Walker
C001-0021-013	114	S ERWIN ST	Knight, John S	John Knight, 20 Glen Cove Dr., Cartersville, GA 30120	94,208	warehouse
C002-0002-010	148	W MAIN ST	Floyd, Ladd	Ladd Floyd	7	Integrity Plaza
C001-0021-003	14	W MAIN ST	Landers, Robert Wayne Jr	Robert Landers	321,558	Copperwood Co.

Vandi White, registered agent (Harry White & Vandi White)15 Hillside						
C002-0012-002	17	NOBLE ST	LAR Properties LLC	Drive	60,000	Champs Barber Shop
C002-0002-012	162	W MAIN ST	LBO Holdings LLC	Jacob McWhorter	3,141,648	Main Street Village
C002-0002-019	111	LEAKE ST	Leake Street LLC	Gene Lee, 124 Woodcrest Drive, Cartersville, GA 30120	242,002	Peachtree Planning Corp.
C001-0012-001	2	WALL ST	Lewis, John S	John Lewis	541,876	c.a.n.o.p.y & Write Downtown
C001-0020-007	5	E MAIN ST	Lewis, John S	John Lewis	1,885,129	Swheat Market, IATB, SOD, Cole Law, etc.
C001-0002-003	10	CHURCH ST	Lewis, John S	John Lewis	387,527	Bridge House
C001-0012-003	10	WALL ST	Lewis, John S	John Lewis	140,000	Linda Evans, The Plant Lady
C001-0011-004	12	N ERWIN ST	Lewis, John S	John Lewis	489,582	Lara J Designs et. al
C002-0024-004	118	N ERWIN ST	Lewis, John S	John Lewis	238,868	Strands Salon
C001-0020-006	17	E MAIN ST	Lewis, John S	John Lewis	292,259	JZs Taste of Georgia
C001-0002-004	18	CHURCH ST	Lewis, John S	John Lewis	629,303	Appalachian Grill et. al.
C002-0024-011	119	CHURCH ST	Lewis, John S	John Lewis	98,651	Law Offices
C001-0020-005	19	E MAIN ST	Lewis, John S	John Lewis	683,385	The Herb Shoppe
C001-0009-013	25	WALL ST	Lewis, John S	John Lewis	130,680	Ate Track
C001-0009-003	27	WALL ST	Lewis, John S	John Lewis	221,564	Louis Tonsmeire
C002-0002-005	110	W MAIN ST	Lewis, John S	John Lewis	594,131	Enchanted Evenings
C002-0002-006	114	W MAIN ST	Lewis, John S	John Lewis	331,880	Legion Theatre
C002-0013-013	125	W MAIN ST	Lewis, John S	John Lewis	277,874	Nagel's Bagels
C002-0013-008	139	W MAIN ST	Lewis, John S	John Lewis	243,145	The Mule House
C002-0012-001	151	W MAIN ST	Lewis, John S	John Lewis	224,171	Findley's Butcher Shop
C002-0012-013	155	W MAIN ST	Main Street Real estate Holdings LLC	Fadi Obeid, 1930 Northside Drive, Atlanta, 30318	271,094	Family Dental Associates
C002-0002-016	123	LEAKE ST	McCord, M Faye	Faye McCord	216,425	Law Offices
C002-0002-010-021	148	W MAIN ST. STE. 100	McDaniel, Galen	Galen McDaniel, 214 Stiles Rd. SW, Cartersville, GA 30120	409,042	
Cheryl Temples, registered agent						
C001-0011-006	16	N ERWIN ST	MTC Properties LLC	O. Box 1733, Cartersville, Ga, 30120 or 560 Old Alabama Road	85,184	Land Bank Property
C001-0019-001	103	E MAIN ST	MTC Properties LLC	Cheryl Temples, registered agent	684,316	Local 103 Real Estate
C001-0019-004	120	GILMER ST	MTC Properties LLC	Cheryl Temples, registered agent	276,835	Local 103 Real Estate
C002-0002-023	199	S ERWIN ST	MTC Properties LLC	Cheryl Temples, registered agent	551,102	Atlanta Communities
C002-0012-005	132	W CHEROKEE AVE	Neel, William Jr	William Neel	522,895	Neel Law Firm
C001-0008-001	8	N TENNESSEE ST	Peoples Financial Corp	Daniel Crow, P.O. Box 625, Cartersville, GA 30120	237,499	People's Financial Corporation
Northwest Registerd Agent Service, registered agent						
C001-0020-008	21	LEAKE ST	Prodigy Enterprise LLC (JA Smith Estate)	11 South Gilmer Street (this address registered to American Legion Post Kelsey Smith 42)	250,000	vacant lot
C001-0012-005	14	S WALL ST	SCS Corbitt Holdings LLC	Susan Corbitt Smith, P.O. Box 801, Cartersville, GA 30120	513,592	Wall to Wall Frames
C001-0012-010	24	E MAIN ST	SCS Corbitt Holdings LLC	Susan Corbitt Smith	155,488	Artistic Expressions
C001-0011-009	25	W MAIN ST	SCS Corbitt Holdings LLC	Susan Corbitt Smith	199,054	Cindy Harter Photography
C001-0012-011	26	E MAIN ST	SCS Corbitt Holdings LLC	Susan Corbitt Smith	124,716	vacant
C001-0021-008	26	W MAIN ST	SCS Corbitt Holdings LLC	Susan Corbitt Smith	402,010	Olive Tree and Vine
Susan Corbitt Smith P.O. Box 801 Cartersville, GA 30120 OR 858						
C001-0012-012	28	E MAIN ST	SCS Corbitt Holdings LLC	Griffin Road, Cartersville, GA 30120	203,040	Main Street Salon
George Shropshire III, Manager						
C001-0020-010	131	GILMER ST	Shropshire Properties LLC	1055 Rowland Springs Rd. Cartersville, 30121	130,388	Allstar Barbers
C001-0012-007	20	WALL ST	SKF Inc	Robert Franklin	417,913	Table 20
C001-0008-005	2	N TENNESSEE ST	Smith, Howard G. & Lacy Orr	319 E Main Street, Cartersville, GA 30120	351,134	Auto Pro Title Pawn & Tacos N Subs
C001-0009-005	21	WALL ST	Spradley Brenda Carlotta Edmondson	Brenda Spradley	132,112	Rock N Shop
C001-0012-002	6	WALL ST	Spradley, Brenda Carlotta Edmondson	Brenda Spradley	463,918	Edmondson Business Services
C001-0012-004	12	WALL ST	Spradley, Brenda Carlotta Edmondson	Brenda Spradley	140,000	Amanda's Closet
C001-0012-006	18	WALL ST	Spradley, Brenda Carlotta Edmondson	Brenda Spradley	185,000	The Olive Branch Boutique
C001-0020-001	31	E MAIN ST	Starnes, Lillian Diane	Lillian Starnes	77,829	4 Way Diner
C001-0012-021	1	GILMER ST	Suire, Olen J	Olen Suire	211,933	Edward Jones
C001-0012-022	7	E CHEROKEE AVE	Surovick enterprises LLC	Randy Surovick	164,274	Allstate Insurance (Rudy Surovick)
C001-0021-001	2	W MAIN ST	Tatum, William Lee	William Tatum	441,370	Young Brothers Pharmacy
C001-0014-005	4	S TENNESSEE ST	Tennessee Investment Properties LLC	David Holt	1,381,938	Drowned Valley Brewing Co
C002-0013-024	103	W MAIN ST	Trinidad Group LLC	Sarah and Ellen	330,220	Hay Parker
C002-0013-022	13	N ERWIN ST	WCW Properties LLC	Harold Choate, registered agent	295,000	White, Choate, Watkins Law Firm et.al.
C002-0013-001	100	W CHEROKEE AVE	WCW Properties LLC	Harold Choate, registered agent	716,682	White, Choate, Watkins Law Firm et.al.
C002-0013-020	105	W MAIN ST	WCW Properties LLC	Harold Choate, registered agent	198,800	Johnson Audiology
C002-0013-019	107	W MAIN ST	WCW Properties LLC	Harold Choate, registered agent	198,800	State Farm (Andy Burris)
C001-0020-011	121	GILMER ST	Westmoreland Properties Inc	Kenneth Westmoreland	729,343	Mission Tire
C002-0024-003	112	N ERWIN ST	Windwood Apartments of	Sam Jones UMC board	1,263,550	Windwood Apartments (Sam Jones)



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Pipe Purchase, Great Valley Commerce Center
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System is requesting the purchase of 3,500 feet of 4-inch steel pipe for the Great Valley Commerce Center Development on Logistics Parkway in Highland 75. This is part of an extension agreement associated with this project that was previously approved by Council. Three bids were requested, but only one was submitted. Consolidated Pipe and Supply of Lawrenceville, GA submitted the low bid of \$58,800. This is not a budgeted item, but is fully reimbursable and Council's approval to accept the bid is recommended.
LEGAL:	N/A

SP-21-005

May 31, 2022

MATERIAL BID PROPOSAL

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

SEE ATTCHED SHEET

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	4 1/2"	O.D. .188" W.T., F.B.E. Coated, ERW X42/52 Steel Line Pipe Cartersville # 315009	3,500	LF	\$ <u>16.80</u> Numerals	\$ <u>58,800.00</u> Númerals	<u>2-3 weeks</u> Calendar Days
					<u>Sixteen Dollars + Eighty Cents Foot</u> Words (Unit Price Only)		
TOTAL BID \$					<u>58,800.00</u> Numerals		

BID PROPOSAL SUBMITTED BY:

AS

Name of Supplier

Paul Root

Name of Preparer

6-1-22

Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.

Michael Dickson

From: Rodney Reynolds
Sent: Friday, June 3, 2022 12:59 PM
To: Michael Dickson
Subject: FW: MRC Will regret - Quote

4" Steel Pipe Bid

From: Kendrick, Kevin <kevin.kendrick@mrcglobal.com>
Sent: Wednesday, June 1, 2022 9:17 AM
To: Rodney Reynolds <rreynolds@cityofcartersville.org>
Cc: Berry, Jim <jim.berry@mrcglobal.com>
Subject: [EXTERNAL] RE: MRC Will regret - Quote

CAUTION ! : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sender : kevin.kendrick@mrcglobal.com

Ryan, thank you for including us here, however, MRC will regret at this time—

Kevin K

Kevin Kendrick
Outside Sales Representative

MRC Global

T +1-770-493-1754 | F +1-706-724-6373
519 Laney Walker Blvd. | Augusta | GA | 30901 | United States
kevin.kendrick@mrcglobal.com

From: Rodney Reynolds <rreynolds@cityofcartersville.org>

Sent: Tuesday, May 31, 2022 3:07 PM

To: 'Paul Root' <Paul.Root@cspipe.com>; 'kim.simpson msindustries.us' <kim.simpson@msindustries.us>; Empire Pipe (skstith@bellsouth.net) <skstith@bellsouth.net>; Kendrick, Kevin <kevin.kendrick@mrcglobal.com>; MarkLoveday <mloveday@cgs-inc.com>; 'Dusty Phillips' <dphillips@gcsupplyco.com>; 'Eric Howell' <ehowell@gcsupplyco.com>

Cc: Ryan Malone <rmalone@cityofcartersville.org>

Subject: External Email: Quote

Caution: This email originated from outside of MRC Global. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please return No Later Than Friday June 3, 2022 By Noon.

Thank you

Rodney Reynolds
Administrative Technician
rreynolds@cityofcartersville.org
Phone (770) 387-5642
Fax (770) 387-5638

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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Size 880 Sensus Gas Meters
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System is requesting the purchase of forty (40) Sensus size 880 gas meters to replenish our current stock. Equipment Controls Company of Norcross, GA is the sole source provider of this equipment and they provided a quote of \$41,525.20. These meters are fully compatible with our new AMI System and can be delivered immediately. This is a budgeted purchase and Council's approval is recommended.
LEGAL:	N/A

EQUIPMENT CONTROLS COMPANY, INC.
4555 S. BERKELEY LAKE ROAD
NORCROSS GA 30071
770-441-6400 Fax 770-448-7312

Meeting: June 16, 2022 Item 11.

QUOTE DATE	QUOTE NUMBER
06/08/22	S2218790
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN 4555 S. BERKELEY LAKE ROAD NORCROSS GA 30071 770-441-6400 Fax 770-448-7312	PAGE NO. 1

QUOTE TO:
 CARTERSVILLE, CITY OF
 P O BOX 1390
 CARTERSVILLE, GA 30120

SHIP TO:
 CARTERSVILLE, CITY OF
 155 OLD MILL ROAD
 CARTERSVILLE, GA 30120

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
25667	SONIX 880 V2	JEFF SWART	

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
BRIAN KIMM	FREIGHT ALLOWED	Net 15 Days	06/08/22	Yes

ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
		***** Shipping Instructions ***** * SHIP FREIGHT ALLOWED * * **ALL ANGLE BODY 496'S SHOULD BE * * POSITION 9-9 AND CUSTOMER ALWAYS * * WANTS THE SILVER SPRING** * * **ORDERS MUST SHIP COMPLETE UNLESS PO# * * IS DESKA BROWN** * *****		
40ea	20825	SONIX 880 STOCK EST NTC 45LT STOCK METER NO DRAIN NO PETE'S PLUG EASTERN ZONE 100CF PER PULSE (CONTACTOR CABLE TO BE STORED IN BATTERY COMPARTMENT AND GROMMET PLUGGED) 6 DIGIT DISPLAY A3B1C1D1E1F4G1H1J1K1L4M1N1	1008.130	40325.20
40ea	24732	6002506300000 AMR BRACKET FOR SONIX 45 LT 600 AND 880 METERS	30.000	1200.00
TAXES NOT INCLUDED				
			Subtotal	41525.20
			S&H CHGS	0.00

This is a Quotation.

Price are firm for 30 days, subject to change without notice after 30 days.
 Applicable taxes extra.

Amount Due	41525.20
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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Renewal of VectorSolutions Software
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval of a budgeted item for training. These are the annual fees for Vector Solutions, originally known as TargetSolutions, which is a software and records management system that maintains all of the training records for Cartersville Fire Department, reports for ISO and Georgia Fire Standards Training Council. In addition to record retention, it provides digital training opportunities as part of a blended classroom and virtual training program for Fire, Haz Mat, Drivers Training and EMT. The cost of this program is \$7,591.50 and it is a budgeted item. We appreciate your positive consideration for this item.
LEGAL:	N/A



TargetSolutions Learning LLC
4890 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609
866-546-1212 x1084
invoicing@vectorsolutions.com

Invoice
#INV50128
Doc Date: 6/3/2022

Invoice Date: 7/3/2022

Due Date: 8/2/2022

Bill To

Cartersville Fire Department
PO Box 1390
Cartersville GA 30120
United States

Contract	Customer ID	Salesperson ID	Payment Terms
	0014100000i4BDQAA2	Nevin Markose	Net 30
Billing Frequency	Billing Start Date	Billing End Date	PO #
Annually	7/3/2022	7/2/2023	

Qty	Item	Rate	Amount
1	TSMINTFEES - Vector LMS, TargetSolutions Edition - Maintenance Fee Formerly Maintenance Fee Annual Maitinance Fee	395	\$395.00
74	TSPREMIER - Vector LMS, TargetSolutions Edition Premier Membership Formerly TargetSolutions Premier Membership Platform Fire, EMS, OSHA, Driver Training and HR Courses	97.25	\$7,196.50

Subtotal \$7,591.50

Tax (0%) \$0.00

Total \$7,591.50

Balance Due: \$7,591.50

APPROVED FIRE DEPT.	DATE APPROVED 6/6/2022
	DEPT HEAD AC
	CITY MGR:
CHARGE ACCOUNT(S)	AMOUNT
100 - 2400 52-3530	7,591.50
100 - 2400 - -	
TOTAL	7,591.50

For U.S. customers, Vector is required to collect and remit sales tax in various jurisdictions. Exempt customers should send completed certificates to certs@vectorsolutions.com

For a Copy of our W-9: <http://www.vectorsolutions.com/w9/TSw9-19.pdf>



TargetSolutions Learning LLC
4890 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609
866-546-1212 x1084
invoicing@vectorsolutions.com

Invoice

#INV50128

Doc Date: 6/3/2022

Invoice Date: 7/3/2022

Due Date: 8/2/2022

Remittance Information:

Remit Checks To:

TARGET SOLUTIONS LEARNING
PO Box 736510
Dallas, TX 75373-6510

Courier Deposits (FedEx, UPS, etc.):

** Deposits received by courier may not post same day **

JPMorgan Chase (TX1-0029)
Attn: Target Solutions Learning, LLC 736510
14800 Frye Road, 2nd Floor
Ft. Worth, TX 76155

Electronic Transfers Only:

JPMorgan Chase
Wire Instructions:
Routing # 021000021
Account # 789086375
SWIFT code CHASUS33
City and State New York, New York

ACH Instructions:

Routing # 061092387
Account # 789086375

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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022								
SUBCATEGORY:	Bid Award/Purchases								
DEPARTMENT NAME:	Water Department								
AGENDA ITEM TITLE:	Main Street Pump Station Bid Award								
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department opened the rebuild/rehab project bids for the Main Street water booster pump station. Because of the specialized nature of the project, contractors were pre-qualified to ensure their ability to complete the project as designed. Four (4) contractors were pre-qualified, but only two (2) submitted bids, as follows:</p> <table border="0"> <tr> <td>Heavy Constructors</td> <td>\$2,772,129.00</td> </tr> <tr> <td>Sol Construction</td> <td>\$3,153,600.00</td> </tr> <tr> <td>Willow Construction</td> <td>No Bid</td> </tr> <tr> <td>Haren Construction</td> <td>No Bid</td> </tr> </table> <p>I recommend awarding this vital infrastructure improvement contract to the low bidder, Heavy Constructors, Inc. of Marietta GA. This is a budgeted project to be paid by Water Capacity Fees out of account # 505.3320.54.3408.</p>	Heavy Constructors	\$2,772,129.00	Sol Construction	\$3,153,600.00	Willow Construction	No Bid	Haren Construction	No Bid
Heavy Constructors	\$2,772,129.00								
Sol Construction	\$3,153,600.00								
Willow Construction	No Bid								
Haren Construction	No Bid								
LEGAL:	N/A								

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

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

WWW.WIEDEMAN.COM

June 2, 2022

Mr. J. Sidney Forsyth
Director – Cartersville Water Department
City of Cartersville
P.O. Box 1390
148 Walnut Grove Road
Cartersville, GA 30120

Re: Main Street Pump Station Rehabilitation
City of Cartersville, Cartersville, Georgia
W&S Project #027-21-140

Dear Mr. Forsyth:

Bids were received, opened, and read in public on May 26, 2022, for the MAIN STREET PUMP STATION REHABILITATION for the City of Cartersville. The work consists of replacing pumps, foundation slab, and piping inside the existing pump station building, and yard piping connections to the existing water system within the pump station site and GA Power Right-of-way. The work also includes installing all-new electrical gear, VFDs, and a new 450 kW Diesel Generator.

A total of two (2) bids were received from previously pre-qualified general contractors as follows:

- | | |
|--|-----------------|
| 1. Heavy Constructors, Inc. (Marietta, GA) | \$ 2,772,129.00 |
| 2. Sol Construction, LLC (Atlanta, GA) | \$ 3,153,600.00 |

A certified tabulation of the bids received is attached. As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from a surety company listed in U.S. Treasury Circular 570.

The total base bid of Heavy Constructors, Inc. of Marietta, Georgia was the lowest responsive bid in the amount of TWO MILLION SEVEN-HUNDRED SEVENTY-TWO THOUSAND AND ONE HUNDRED AND TWENTY-NINE DOLLARS (\$ 2,772,129.00). The bid amount is over our opinion of cost for the project which was \$ 1,910,100.00 (attached).

Four bidders were prequalified; two bidders did not submit bids. Upon inquiry, the two bidders who did not submit a bid stated that they did not have personnel available to take on additional work at this time. It is our understanding and experience from other projects that recent bids are coming in considerably higher on all projects than we would otherwise expect. It is possible that this situation will reverse itself in future as inflation abates and more personnel become available. It is equally possible that this is the new "normal".

Accordingly, it is our opinion that the bid of Heavy Constructors is a reasonable bid for the work in the current economic climate. We do not believe that rebidding the project in the near future would result in a lower price.

Heavy Constructors, Inc. has confirmed that Fidelity and Deposit Company of Maryland will furnish payment and performance bonds for this project. Fidelity and Deposit Company of Maryland is listed in the current version of the U.S. Department of the Treasury Circular #570, is shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. They also have a current A.M. Best rating of "A+". Upon receipt of performance and payment bonds, we will require that Fidelity and Deposit Company of Maryland provide a verification of bond authenticity prior to execution of the contract by the City.

We recommend award of the contract to Heavy Constructors, Inc. in the amount of \$ 2,772,129.00.

The bids received and opened are valid for sixty (60) days from May 26, 2022. If you have any questions or need any additional information, please feel free to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.



Ahmed An-naim, P. E.

Enclosure

TABULATION OF BIDS
MAIN STREET PUMP STATION REHABILITATION
FOR
THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA
BIDS RECEIVED UNTIL 2:00 PM, LOCAL TIME, MAY 26, 2022

TOTAL BASE BID

<u>Bidder</u>	<u>Total Base Bid</u>
Heavy Constructors, Inc.	\$ 2,772,129.00
Sol Construction, LLC	\$ 3,153,600.00

A detailed tabulation of bids is attached.
This is to certify that this is a true
and corrected tabulation of bids
received on the date and at the time
stated above.

WIEDEMAN AND SINGLETON, INC.



By: _____
Ahmed A. Annaim, P.E.
Georgia Registration #35562

**BID TABULATION
MAIN STREET PUMP STATION REHABILITATION
FOR THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA
BIDS RECEIVED UNTIL 2:00 PM, MAY 26, 2022**

Contractor:		Heavy Constructors Inc. 1596 Lower Roswell Rd Marietta, GA, 30068		Sol Construction LLC 4120 Presidential Pkwy Suite 115 Atlanta, GA, 30340			
Notes:		(1)(2)		(1)(2)			
Section I - Construction of Main Street Pump Station Rehabilitation:							
For furnishing all materials and equipment except Sections II, III, IV, and V and performing all labor necessary for construction of all work and appurtenances necessary for completion of work under this contract as shown on the Drawings and/or specified.							
		Base Bid		Base Bid			
		\$ 2,201,313.00		\$ 2,530,000.00			
Section II - Major Equipment:							
For furnishing and installing the following major items of mechanical equipment. Use the named manufacturer for the base bid amount. (See Instructions to Bidders for determination of the lowest acceptable bid.)							
Item No.	Description		Unit Price	Base Bid	Unit Price	Base Bid	
1.	Horizontal Split Case Pumps (46 10 60) Make: Goulds Make: Patterson		\$ - \$158,000.00		\$ - \$181,000.00		
2.	Gate Valves (40 05 61) Make: Pratt		\$ 15,000.00	\$ 158,000.00	\$ 17,000.00	\$ 181,000.00	
3.	Ball Check Valves (40 05 63) Make: Pratt		\$100,000.00	\$ 15,000.00	\$105,000.00	\$ 17,000.00	
4.	Butterfly Valves (40 05 64) Make: Pratt Make: DeZurick		\$ 12,000.00 \$ -	\$ 100,000.00	\$ 12,000.00 \$ -	\$ 105,000.00 \$ 12,000.00	
5.	Generator & ATS (23 32 13) Make: Caterpillar Make: Kohler Make: Onan-Cummings		\$125,000.00 \$ - \$ -	\$ 12,000.00	\$120,000.00 \$160,000.00 \$130,000.00	\$ 130,000.00 * \$ 130,000.00 *	
SUB-TOTAL, SECTION II, Items 1-5 the amount of:				\$ 410,000.00		\$ 445,000.00	
Section III - Erosion Control:							
For furnishing all materials and equipment under this section and performing all labor necessary for construction, and all other work and appurtenances necessary for completion of work under this contract as shown on the Drawings and/or specified for the following prices:							
Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price	Unit Price	Total Price
1.	800	L.F.	Silt Fence (Sd1)	\$ 5.00	\$ 4,000.00	\$ 4.00	\$ 3,200.00
2.	0.28	Acres	Disturbed Area Stabilization with Mulching Only (Ds1)	\$ 1,200.00	\$ 336.00	\$ 5,000.00	\$ 1,400.00
3.	0.28	Acres	Disturbed Area Stabilization with Temporary Seeding (Ds2)	\$ 1,500.00	\$ 420.00	\$ 5,000.00	\$ 1,400.00
4.	0.28	Acres	Disturbed Area Stabilization with Permanent Vegetation (Ds3)	\$ 2,000.00	\$ 560.00	\$ 15,000.00	\$ 4,200.00
5.	1	EA.	Concrete Washdown	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00
6.	1	EA.	Construction Exit (Co)	\$ 1,500.00	\$ 1,500.00	\$ 2,800.00	\$ 2,800.00
SUB-TOTAL, SECTION III, Items 1 through 5, the amount of:					\$ 7,816.00		\$ 16,500.00
Section IV - EXTRA WORK, IF ORDERED BY ENGINEER:							
(To cover authorized changes in scope of lump sum work in Section I.)							
Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price	Unit Price	Total Price
1.	Concrete Work						
A.	10	CY	Class A Concrete	\$ 200.00	\$ 2,000.00	\$ 500.00	\$ 5,000.00
B.	1	Ton	Reinforcing Steel	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
C.	50	SF	Contact Forms	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00
D.	10	CY	General Excavation	\$ 50.00	\$ 500.00	\$ 250.00	\$ 2,500.00
2.	1,000	lbs	Stainless Steel Pipe and Fittings (Furnished and Installed)	\$ 2.00	\$ 2,000.00	\$ 4.00	\$ 4,000.00
3.	10	Ton	Crushed Stone Stabilization (Including Excavation and Disposal of Unsuitable Material)	\$ 100.00	\$ 1,000.00	\$ 110.00	\$ 1,100.00
SUB-TOTAL, SECTION IV, Items 1 through 3, the amount of:					\$ 8,000.00		\$ 17,100.00
Section V- Cash Allowances:							
This section is for Cash Allowances as detailed on the drawings and as specified (see Section 01 21 13 - Cash Allowances).							
Item No.	Description			Base Bid		Base Bid	
1	Contingency: to cover Owner authorized changes in the scope of the work.			\$ 50,000.00		\$ 50,000.00	
2	SCADA System Controls and Programming			\$ 95,000.00		\$ 95,000.00	
SUB-TOTAL, SECTION V, the lump sum amount of:				\$ 145,000.00		\$ 145,000.00	
TOTAL BASE BID, SECTIONS I, II, III, IV, and V inclusive, the amount of:				\$ 2,772,129.00		\$ 3,153,600.00	
Notes:							
(1) Bidder submitted bid bond for 10% of Amount Bid.							
(2) Bidder acknowledged receipt of Addenda No. 1.							
** Indicates the Contractor selected base bid based on named manufacturer.							

**MAIN STREET PUMP STATION
 MAIN STREET PUMP STATION REHABILITATION - OPINION OF COST
 CITY OF CARTERSVILLE
 CARTERSVILLE, GA**

UPDATED - 2/23/2022

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL ITEM COST
<u>DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS:</u>					
1	MOBILIZATION, BONDS, INSURANCE AND PERMITTING	LS	1	\$ 100,000.00	\$ 100,000.00
				Sub-Total	\$ 100,000.00
<u>DIVISION 01 - GENERAL REQUIREMENTS</u>					
1.1	Contractor Administration Costs	LS	1	\$ 25,000.00	\$ 25,000.00
1.2	Contractor Site Overhead	EA	10	\$ 7,000.00	\$ 70,000.00
				Sub-Total	\$ 95,000.00
<u>DIVISION 02 - EXISTING CONDITIONS</u>					
2.1	PS Slab Demolition	LS	1	\$ 10,000.00	\$ 10,000.00
2.2	Wall Opening Demolition	LS	1	\$ 10,000.00	\$ 10,000.00
2.3	Existing Generator Slab Demolition	LS	1	\$ 5,000.00	\$ 5,000.00
				Sub-Total	\$ 25,000.00
<u>DIVISION 03 - CONCRETE</u>					
3.1	New Concrete Slabs	CY	30	\$ 1,200.00	\$ 36,000.00
3.2	Precast Vault with Hatch @ Mag Meter	LS	1	\$ 25,000.00	\$ 25,000.00
3.3	Precast Vault with Hatch @ 36" TS&V Connection	LS	1	\$ 25,000.00	\$ 25,000.00
3.4	Generator Pad	CY	20	\$ 1,200.00	\$ 24,000.00
				Sub-Total	\$ 110,000.00
<u>DIVISION 04 - MASONRY</u>					
4.1	Masonry CMU	SF	50	\$ 100.00	\$ 5,000.00
				Sub-Total	\$ 5,000.00
<u>DIVISION 05 - METALS</u>					
5.1	Roll-Up Door Steel Frame	LBS	1,200	\$ 17.00	\$ 20,400.00
5.2	Pipe Supports	LBS	1,000	\$ 15.00	\$ 15,000.00
5.3	Miscellaneous Metals	LBS	1,000	\$ 15.00	\$ 15,000.00
				Sub-Total	\$ 50,400.00
<u>DIVISION 07 - THERMAL & MOISTURE PROTECTION</u>					
7.1	Metal Roof	SF	1080	\$ 45.00	\$ 48,600.00
7.2	Sealants	LS	1	\$ 3,000.00	\$ 3,000.00
				Sub-Total	\$ 51,600.00
<u>DIVISION 08 - OPENINGS</u>					
8.1	Exterior Single Door	EA	1	\$ 7,000.00	\$ 7,000.00
8.2	Exterior Roll-Up Door @ Belt Press Room	EA	1	\$ 20,000.00	\$ 20,000.00
				Sub-Total	\$ 27,000.00
<u>DIVISION 09 - FINISHES & PAINTING</u>					
9.1	Painting	LS	1	\$ 20,000.00	\$ 20,000.00
				Sub-Total	\$ 20,000.00
<u>DIVISION 10 - SPECIALTIES</u>					
10.1	Jack & Bore	LS	1	\$ 15,000.00	\$ 15,000.00
				Sub-Total	\$ 15,000.00
<u>DIVISION 22 - PLUMBING</u>					
22.1	Interior Plumbing Connection	LS	1	\$ 3,000.00	\$ 3,000.00
22.2	Misc. Plumbing Equipment Piping	LS	1	\$ 2,000.00	\$ 2,000.00
				Sub-Total	\$ 5,000.00
<u>DIVISION 23 - HVAC</u>					
23.1	Fans & Heaters Replacement	LS	1	\$ 25,000.00	\$ 25,000.00
				Sub-Total	\$ 25,000.00
<u>DIVISION 26 - ELECTRICAL & Instrumentation</u>					
26.1	Generator - Diesel	LS	1	\$ 175,000.00	\$ 175,000.00
26.2	16" Mag Meter	LS	1	\$ 20,000.00	\$ 20,000.00
26.3	VFDs	LS	2	\$ 70,000.00	\$ 140,000.00
26.4	Switchboard	LS	1	\$ 15,000.00	\$ 15,000.00
26.5	Panelboard & Transformer	LS	1	\$ 30,000.00	\$ 30,000.00
26.6	SCADA (Control Panel + Upgrades at WTP)	LS	1	\$ 35,000.00	\$ 35,000.00

**MAIN STREET PUMP STATION
MAIN STREET PUMP STATION REHABILITATION - OPINION OF COST
CITY OF CARTERSVILLE
CARTERSVILLE, GA**

UPDATED - 2/23/2022

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL ITEM COST
26.7	Pressure Transmitter	LS	2	\$ 3,000.00	\$ 6,000.00
26.8	Lights/Receptacles	LS	1	\$ 15,000.00	\$ 15,000.00
26.9	Conduit/Cables	LS	1	\$ 125,000.00	\$ 125,000.00
				Sub-Total	\$ 561,000.00
<u>DIVISION 31 - EARTHWORK</u>					
31.1	Erosion and Sedimentation Controls	LS	1	\$ 25,000.00	\$ 25,000.00
32.2	Sheeting/Shoring Inside the Pump station	SF	600	\$ 50.00	\$ 30,000.00
				Sub-Total	\$ 55,000.00
<u>DIVISION 33 - UTILITIES</u>					
33.1	Gas Line	LS	1	\$ 20,000.00	\$ 20,000.00
				Sub-Total	\$ 20,000.00
<u>DIVISION 40 - PROCESS INTERCONNECTIONS</u>					
40.1	Ductile Iron Piping and Fittings	TONS	22	\$ 7,750.00	\$ 170,500.00
40.2	12" Ball C.V. w/ Hydraulic Panel, Accumulator, & Accessories	EA	2	\$ 65,000.00	\$ 130,000.00
40.3	12" Butterfly Valve	EA	2	\$ 6,200.00	\$ 12,400.00
40.4	16" Butterfly Valve	EA	4	\$ 4,000.00	\$ 16,000.00
40.5	Tapping Sleeve 36"x16" & VALVE	EA	1	\$ 25,000.00	\$ 25,000.00
40.6	Fire Hydrant Assembly	EA	1	\$ 1,200.00	\$ 1,200.00
				Sub-Total	\$ 355,100.00
<u>DIVISION 46 - WATER & WASTEWATER EQUIPMENT</u>					
46.1	2800 GPM Split Case Pumps	LS	2	\$ 100,000.00	\$ 200,000.00
46.2	Installation cost of Split Case Pumps (20%)	LS	1	\$ 20,000.00	\$ 20,000.00
				Sub-Total	\$ 220,000.00
				Total	\$ 1,740,100.00
<u>CONTINGENCY:</u>					
1	Extra Work & Contingencies	LS	10%	\$ 170,000.00	\$ 170,000.00
				Sub-Total	\$ 170,000.00
				TOTAL ESTIMATED COST	\$ 1,910,100.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Field Loader Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department currently uses a 1994 Caterpillar 924F loader with over 6,300 hours to move and load biosolids as they are land applied. This machine is vital to maintaining our land application permit and program. The loader has, over the last year, needed more frequent and costly repairs to remain in operation and is in immediate need of substantial repairs or replacement.</p> <p>Bids were solicited and opened for a replacement loader. Three bids meeting specifications were received, with the best bid being from Flint Equipment for \$193,327.00. This loader is in stock and has a 10-day delivery time, versus an estimated 20 and 26 weeks from the other bidders.</p> <p>I recommend purchasing the machine from the vendor with the best bid, Flint Equipment for \$193,327.00, due to delivery time and interchangeable implements with the current plant loader. This is a budgeted expense to be paid from account #505.3330.54.2100.</p>
LEGAL:	N/A

**City of Cartersville
Water Department
Sidney Forsyth 770-607-6234**

**Wheel Loader
Model Year; Currently available**

Quantity: 1

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

Vendor Information:

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

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

(all bid specifications are minium specifications)

Supporting Data:

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

<i>Wheel Loader Regular Lift</i>	<u>Meets Specifications</u>		COMMENTS
	<u>YES</u>	<u>NO</u>	
ENGINE	✓		
6cyl turbo charged diesel designed and built by the manufacture	✓		
Tier 4/EU stage V emmissions	✓		
engine displacement 6.0L	✓		
150 HP @ 1800 RPM	✓		
500 lb-ft net torque @1100 RPM	✓		
Daily check points right side of engin from the ground	✓		
serpentine accesery drive belt with auto tensioner	✓		
under hood duel air cleaner W /restriction sensor and in cab warning light	✓		
one- piece tilt hood	✓		
under hood after treatment (DOC)	✓		
10-micron primary fuel filter with water separator	✓		
Engine compartment light	✓		
Automatic glow plugs	✓		
Engine block heater	✓		
	✓		

COOLING			
coolant rated to -40deg F	✓		
oil to water engine oil cooler	✓		
coolant recovery tank	✓		
Hydraulically controlled variable speed type fan with fan guard (swing out type)	✓		
Fuel cooler	✓		
transmission and hydraulic coolers (oil to air)	✓		
AC Cooling Isolated from engine compartment	✓		
POWERTRAIN			
5 speed transmission with non- lockup torque converter	✓		
Auto shift control	✓		
Clutch cutoff with 4 settings Auto-matic, level ground, small slope or steep angle	✓		
Clutch calibration engaged from monitor	✓		
transmission diagnostic ports	✓		
automatic locking differential (s)	✓		Thumb Control
transmission fill pipe and sight gauge	✓		
programable maximum high gear	✓		
Axle oil temperature sensing	✓		
wheel-spin controll	✓		
Skidder Type Tires	✓		yes - Credit for Stock Tires F wheel
HYDRAULIC SYSTEM			
reservoir with sight guage and fill strainer	✓		
electronic/hydraulic controls adjustable with soft stops	✓		
in cab hydraulic controls	✓		
hydraulic diagnostic ports	✓		
Filter to be spin on 4 or less micron	✓		
2 function-joystic with F-N-R	✓		
Adjustable and continuous hydraulic-flow settings	✓		
Programmable multifunction buttons (2)	✓		
ELECTRICAL			
24 volt with 100 amp altenator	✓		
solid - state electrical power-distribution system	✓		
Lockable master electrical -disconnect switch	✓		
Remote jump-start access in battery box	✓		
Stater with bypass start safety cover	✓		
Cab pre-wired for rotating becon and radio-ready	✓		
Premium LED Light package (all exterior lights are heavey duty LED)	✓		

Horn			
Reverse warning alarm	✓		
Multifunction 7" LCD color monitor : Digital instruments-Analog display (hydraulic oil temperature , engine coolant temperature, transmission oil temperature,and engine oil pressure) / Digital display (engine RPM, Transmission gear/direction indicator, hour meter, DEF fluid level Speedometer, odometer and average fuel consumption)	✓		
operator- warning messages	✓		
AM/FM/WB radio with bluetooth	✓		
24-to12 -volt conveter with cab ports (3)	✓		
OPERATOR STATION			
Cab with air conditioning/heating	✓		
Rear window defrost	✓		
3" (76mm) safety belts with visual warning	✓		
Keyless start with multiple security modes	✓		
seat with backrest extension,deep foam,fabric cover, and adjustible air suspension	✓		
Hydraulic controls intrgrated to seat	✓		
LED dome light	✓		
Dual tilt steering	✓		
(2) outside reavew mirrors and (1) inside	✓		
manual storage compartment	✓		
slep resistantsteps and handholds	✓		
Pull down sun visors	✓		
front and rear intermintent wipers with washers	✓		
Rear view camera	✓		
GENERAL SPECIFICATIONS			
Front and Rear tie downs	✓		
heavey duty fuel tank guard	✓		
Fenders Front	✓		
lockable ground level storage compartment	✓		
rubber floor mats	✓		
LOADER			
3 Yard	✓		Exchanged 2.75 yard
Opperating Weight (29,000 lb.)	✓		

Total Unit Price

2193,327.⁰⁰

Anticipated number of weeks until delivery (after approval): 10 Days

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 3, 2022 @ 10:00am** but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Flint Equipment Company John Deere

Name Title Josh Williams Sales

Name Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of

Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

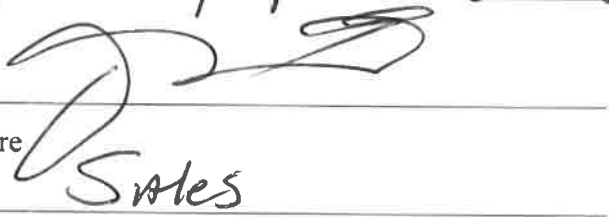
The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Flint Equipment Co. John Deere

Bidder

Signature

Title



CITY OF CARTERSVILLE DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full.

The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A.

Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Flint Equipment Company John Deere

Bidder



Authorized Signature

JOSH WILLIAMS

Printed Name

Sales

Title

6/9/22

Date

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid

for:

Flint Equipment Co. John Deere

Firm Name

[Signature]

Signature

Sales

Title

Subscribed and sworn to before me this 9 day of June 2022

Rita C. Reeves

Notary Public



**City of Cartersville
Water Department
Sidney Forsyth 770-607-6234**

**Wheel Loader
Model Year; Currently available**

Quantity: 1

**Vehicle to be delivered to City of Cartersville Garage located at 500 S. Tennessee St,
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<i>Wheel Loader Regular Lift</i>	<u>Meets Specifications</u>		COMMENTS
	<u>YES</u>	<u>NO</u>	
ENGINE			
6cyl turbo charged diesel designed and built by the manufacture	✓		
Tier 4/EU stage V emmissions	✓		
engine displacement 6.0L	✓		
150 HP @ 1800 RPM	✓		
500 lb-ft net torque @1100 RPM	✓		
Daily check points right side of engin from the ground	✓		
serpentine accesery drive belt with auto tensioner	✓		
under hood duel air cleaner W /restriction sensor and in cab warning light	✓		
one- piece tilt hood	✓		
under hood after treatment (DOC)	✓		
10-micron primary fuel filter with water separator	✓		
Engine compartment light	✓		
Automatic glow plugs	✓		
Engine block heater	✓		

COOLING			
coolant rated to -40deg. F		✓	-34° F
oil to water engine oil cooler	✓		
coolant recovery tank	✓		
Hydraulically controlled variable speed type fan with fan guard (swing out type)	✓		
Fuel cooler	✓		
transmission and hydraulic coolers (oil to air)	✓		
AC Cooling Isolated from engine compartment	✓		
POWERTRAIN			
5 speed transmission with non- lockup torque converter	✓		
Auto shift control	✓		
Clutch cutoff with 4 settings Auto-matic, level ground, small slope or steep angle		✓	auto-matic adjustment
Clutch calibration engaged from monitor	✓		
transmission diagnostic ports	✓		
automatic locking differential (s)	✓		
transmission fill pipe and sight gauge	✓		
programable maximum high gear	✓		
Axle oil temprature sensing	✓		
wheel-spin controll	✓		
Skidder Type Tires	✓		
HYDRAULIC SYSTEM			
reservoir with sight guage and fill strainer	✓		
electronic/hydraulic controls adjustable with soft stops	✓		
in cab hydraulic controols	✓		
hydraulic diagnostic ports	✓		
Filter to be spin on 4 or less micron	✓		
2 function-joystic with F-N-R	✓		
Adjustable and continuous hydraulic-flow settings	✓		
Programmable multifunction buttons (2)	✓		
ELECTRICAL			
24 volt with 100 amp altenator	✓		
solid - state electrical power-distribution system	✓		
Lockable master electrical -disconnect switch	✓		
Remote jump-start access in battery box	✓		
Stater with bypass start safety cover	✓		
Cab pre-wired for rotating becon and radio-ready	✓		
Premium LED Light package (all exterior lights are heavey duty LED)	✓		

Horn			
Reverse warning alarm	✓		
Multifunction 7" LCD color monitor : Digital instruments-Analog display (hydraulic oil temperature , engine coolant temperature, transmission oil temprature,and engine oil pressure) / Digital display (engine RPM, Transmission gear/direction indicator, hour meter, DEF fluid level Speedometer, odometer and average fuel consumption)	✓		
operator- warning messages	✓		
AM/FM/WB radio with bluetooth	✓		
24-to12 -volt conveter with cab ports (3)	✓		
OPERATOR STATION			
Cab with air conditioning/heating	✓		
Rear window defrost	✓		
3" (76mm) safety belts with visual warning	✓		
Keyless start with multiple security modes		✓	Key start
seat with backrest extension,deep foam,fabric cover, and adjustible air suspension	✓		
Hydraulic controls intrgrated to seat	✓		
LED dome light	✓		
Dual tilt steering	✓		
(2) outside reavew mirrors and (1) inside	✓		
manual storage compartment	✓		
slep resistantsteps and handholds	✓		
Pull down sun visors	✓		
front and rear intermintent wipers with washers	✓		
Rear view camera	✓		
GENERAL SPECIFICATIONS			
Front and Rear tie downs	✓		
heavey duty fuel tank guard	✓		
Fenders Front	✓		
lockable ground level storage compartment	✓		
rubber floor mats	✓		
LOADER			
3 Yard	✓		
Opperating Weight (29,000 lb.)		✓	28,159 lbs

Total Unit Price CASE 621G \$163,728⁰⁰

Anticipated number of weeks until delivery (after approval): 20

BIDDERS DECLARATION

The bidder understands, agrees and warrants

That the bidder has carefully read and fully understands the full scope of the specifications

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to June 5, 2022 @ 10:00am but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER: *GT+L Inc dba Border Equipment*

Goa Stephens VP

Name Title

Name Title

AFFIX CORPORATE SEAL (If Applicable)



CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:
The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

GJ+L Inc dba Border Equipment / Chuck Abney

Bidder

Chuck Abney

Signature

Governmental Sales Manager

Title

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF Georgia

COUNTY OF Dekalb

Owner, Partner or Officer of Firm Lee Stephens

Company Name, Address, City and State GJ+L Inc dba Border Equipment
3185 Moreland Ave
Conley, GA. 30288

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

GJ+L Inc dba Border Equipment

Firm Name

[Signature]

Signature

Governmental Sales Manager

Title

Subscribed and sworn to before me this 3rd day of June 20 22

[Signature]

Notary Public



CITY OF CARTERSVILLE DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full.

The Bidder further certifies that:


1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A.

Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

GJ+L Inc dba Border Equipment

Bidder


Authorized Signature

Chuck Abney
Printed Name

Governmental Sales Manager
Title

6-3-22

Date

City of Cartersville Bid Request Form

Meeting: June 16, 2022 Item 14.



Information for Bid Posting

Requested By Bill Trott
Date 5-13-22
Bid Title Equipment
Contact Name Sidney Forsyth
Contact Phone 770-607-6234
Contact Email sforsyth@cityofcartersville.org
Bid Start Date & Time May 13,2022 @ 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 WHEEL LOADER City of Cartersville Water 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 Wheel Loader "

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

Please Include all attachments needed for bid posting

**City of Cartersville
Water Department
Sidney Forsyth 770-607-6234**

**Wheel Loader
Model Year; Currently available**

Quantity: 1

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

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets Specifications" column if bid specifications are met and can provide additional comments if necessary. **If the Meets Specification column is not marked, or it is incomplete, your bid will not be considered for award. City of Cartersville reserves the right to reject any or all bids. (all bid specifications are minium specifications)**

Supporting Data:

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

<i>Wheel Loader Regular Lift</i>	<u>Meets Specifications</u>		COMMENTS
	<u>YES</u>	<u>NO</u>	
ENGINE			
6cyl turbo charged diesel designed and built by the manufacture	✓		
Tier 4/EU stage V emmissions	✓		
engine displacement 6.0L	✓		
150 HP @ 1800 RPM	✓		
500 lb-ft net torque @1100 RPM	✓		
Daily check points right side of engin from the ground		✓	LEFT SIDE
serpentine accesery drive belt with auto tensioner	✓		
under hood duel air cleaner W /restriction sensor and in cab warning light	✓		
one- piece tilt hood	✓		
under hood after treatment (DOC)	✓		
10-micron primary fuel filter with water separator			
Engine compartment light		✓	NO LIGHT
Automatic glow plugs	✓		
Engine block heater	✓		

COOLING			
coolant rated to -40deg. F	✓		
oil to water engine oil cooler	✓		
coolant recovery tank	✓		
Hydraulically controlled variable speed type fan with fan guard (swing out type)		✓	FAN GUARD DOES NOT SWING
Fuel cooler		✓	
transmission and hydraulic coolers (oil to air)	✓		
AC Cooling Isolated from engine compartment	✓		
POWERTRAIN			
5 speed transmission with non- lockup torque converter		✓	4F-4R
Auto shift control	✓		
Clutch cutoff with 4 settings Auto-matic, level ground, small slope or steep angle	✓		
Clutch calibration engaged from monitor	✓		
transmission diagnostic ports	✓		
automatic locking differential (s)	✓		
transmission fill pipe and sight gauge	✓		
programable maximum high gear	✓		
Axle oil temprature sensing	✓		
wheel-spin controll	✓		
Skidder Type Tires	✓		
HYDRAULIC SYSTEM			
reservoir with sight guage and fill strainer	✓		
electronic/hydraulic controls adjustable with soft stops	✓		
in cab hydraulic controols	✓		
hydraulic diagnostic ports	✓		
Filter to be spin on 4 or less micron		✓	5 MICRON
2 function-joystic with F-N-R	✓		
Adjustable and continuous hydraulic-flow settings		✓	
Programmable multifunction buttons (2)		✓	
ELECTRICAL			
24 volt with 100 amp alenator		✓	80 AMP
solid - state electrical power-distribution system	✓		
Lockable master electrical -disconnect switch	✓		
Remote jump-start access in battery box	✓		
Stater with bypass start safety cover			
Cab pre-wired for rotating becon and radio-ready	✓		
Premium LED Light package (all exterior lights are heavey duty LED)	✓		

Horn			
Reverse warning alarm	✓		
Multifunction 7" LCD color monitor : Digital instruments-Analog display (hydraulic oil temperature , engine coolant temperature, transmission oil temperature,and engine oil pressure) / Digital display (engine RPM, Transmission gear/direction indicator, hour meter, DEF fluid level Speedometer, odometer and average fuel consumption)	✓		
operator- warning messages	✓		
AM/FM/WB radio with bluetooth	✓		
24-to12 -volt conveter with cab ports (3)	✓		
OPERATOR STATION			
Cab with air conditioning/heating	✓		
Rear window defrost	✓		
3" (76mm) safety belts with visual warning	✓		
Keyless start with multiple security modes		✓	KEY
seat with backrest extension,deep foam,fabric cover, and adjustable air suspension	✓		
Hydraulic controls intrgrated to seat	✓		
LED dome light		✓	NOT LED
Dual tilt steering	✓		
(2) outside reavew mirrors and (1) inside	✓		
manual storage compartment	✓		
slep resistantsteps and handholds	✓		
Pull down sun visors	✓		
front and rear intermintent wipers with washers	✓		
Rear view camera	✓		
GENERAL SPECIFICATIONS			
Front and Rear tie downs	✓		
heavey duty fuel tank guard	✓		
Fenders Front	✓		
lockable ground level storage compartment	✓		
rubber floor mats	✓		
LOADER			
3 Yard	✓		
Operating Weight (29,000 lb.)	✓		

Total Unit Price

766911

Anticipated number of weeks until delivery (after approval):

26

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 3, 2022 @ 10:00am** but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Kacy Jeselnik, Regional General Manager, Ascendum Machinery
Name Title

Name Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:
The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Kacy Jeselnik, Ascendum Machinery

Bidder

Kacy Jeselnik

Signature

Regional General Manager

Title

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Ascendum Machinery

Firm Name

Kacy Joseph

Signature

Regional General Manager

Title

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public

CITY OF CARTERSVILLE DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full.

The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A.

Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Ascendum Machinery

Bidder

Kacy Jesechid
Authorized Signature

Kacy Jesechid
Printed Name

Regional General Manager
Title

5-25-2022

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	GPC Make Ready for Emerson Fiber Build
DEPARTMENT SUMMARY RECOMMENDATION:	This item is for the make ready work required by Georgia Power to engineer and permit our fiber attachments to GPC-owned poles between Monroe Crossing and the Emerson Police Department/City Hall. This item is budgeted in the FY2022-2023 upcoming budget, but the quote is only valid until June 22 nd and will be paid for in the current budget, which has funds available. We recommend this for your approval.
LEGAL:	N/A



Joint Use
P O BOX 4023
Atlanta, GA 30302

06/08/2022

To: Gatlin Pruitt
Fiber Engineer Technician
City of Cartersville Fibercom

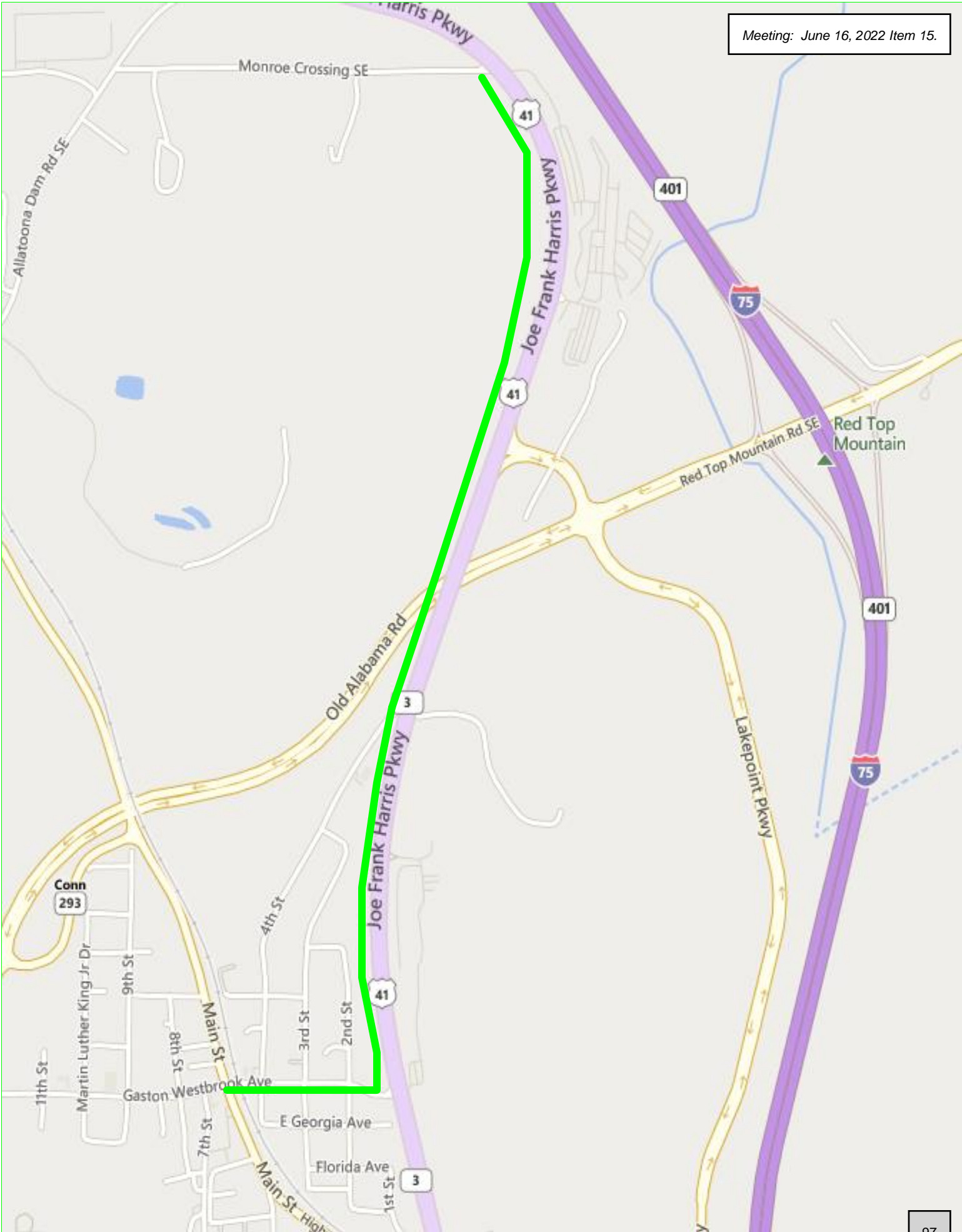
Re: ****THIS IS A COST ESTIMATE ONLY NOT AN INVOICE****
Estimate Notification – RESPONSE REQUIRED / Attachment Request
GPC Tracking No.: CO2233368
Licensee's Tracking No.

Sir or Madam:

The request for make-ready engineering submitted by City of Cartersville Fibercom (“Licensee”) on Apr 5, 2022 for 700 Hwy 294 Emerson GA is complete. Licensee's Estimated Cost of performing the Georgia Power make-ready work is **\$19,555**. This estimated cost will remain valid for fourteen (14) days from the date of this notification.

Prior to Georgia Power’s commencement of make-ready work, Licensee must: (1) accept the Estimated Cost in JUMS and advance the workflow from “Applicant Review”; and (2) make payment in full of the outstanding balance of **\$19,555**. Licensee’s approval of the Estimated Cost via JUMS authorizes Georgia Power to proceed with make-ready work in accordance with the attachment agreement between Georgia Power and Licensee.

Questions regarding make ready may be referred to Candler Ginn at (404)-506-4425 or Dee Osborne at (404) 506-4454. Questions regarding billing or payments may be referred to Lorinda Selby (404) 506-2234 or g2gpcdotju@southernco.com





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	FiberCom Office Furniture
DEPARTMENT SUMMARY RECOMMENDATION:	This item is for the purchase of new office furniture for the new FiberCom office on South Tennessee Street. The total price is \$25,590.95 from Office Furniture Expo. This is not a budgeted item, but the funds are available, and we recommend this for your approval.
LEGAL:	N/A

Meeting: June 16, 2022 Item 16.

PLEASE PAY FROM THIS INVOICE

PAYMENT DUE PER TERMS SHOWN BELOW



Value-Quality-Service - Since 1981

5385 Buford Highway, Doraville, GA 30340
 (770) 455-0440 • Fax (770) 458-9541
 www.ofexpo.com info@ofexpo.com

Order Number: 0207965

Order Date: 4/26/2022

Salesperson: SKS

Customer Number: 77-3875686

Sold To:

CITY OF CARTERSVILLE
 1 NORTH ERWIN ST.
 CARTERSVILLE, GA 30120

Ship To:

CITY OF CARTERSVILLE
 1 NORTH ERWIN ST.
 CARTERSVILLE, GA 30120

Confirm To:

STEPHEN GRIER 404-925-7448

Customer P.O.	Ship VIA	Ship Date	Terms
quote dnp	OFE		PAYMENT DUE BEFORE DELIVERY

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
** QUOTE FOR MEDINA HEIGHT ADJUSTABLE SIT STAND DESK *** (AVAILABLE IN TEXTURED SEA SALT AND GRAY STEEL *****)						
MNT51H-TSS MAYLINE 72 SIT STAND L LEFT	EACH	4			2,350.00	9,400.00
MNBBF-TSS MAYLINE BBF PEDESTAL SEA SALT	EACH	4			399.00	1,596.00
MVLF-TSS MAYLINE CORSICA SEA SALT	EACH	8			759.00	6,072.00
*S MVB5TSS 5 SHELF MEDINA MAYLINE SEA SALT BOOKCASE	EACH	4			525.00	2,100.00
***** QUOTE FOR CORP DESIGN POTENZA U GROUP WITH HUTCH*****						
*S CORP DESIGN U GROUP CONSISTING OF:	EACH	1			1,465.00	1,465.00
CD-P7236-GM-W-E CORP DESIGN BOW DESK WHITE GLASS MODESTY	EACH	1			0.00	0.00
CD-P48CB-E CORP DESIGN CURVED 48" BRIDGE ASSEMBLE LEFT	EACH	1			0.00	0.00
CD-P7224C-E CORP DESIGN CREDENZA SHELL ESP	EACH	1			0.00	0.00
CD-P22BBF-E CORP DESIGN BBF PED ESP	EACH	1			0.00	0.00

PLEASE PAY FROM THIS INVOICE

PAYMENT DUE PER TERMS SHOWN BELOW

*Value-Quality-Service - Since 1981*

5385 Buford Highway, Doraville, GA 30340
 (770) 455-0440 • Fax (770) 458-9541
 www.ofexpo.com info@ofexpo.com

Order Number: 0207965

Order Date: 4/26/2022

Salesperson: SKS

Customer Number: 77-3875686

Sold To:

CITY OF CARTERSVILLE
 1 NORTH ERWIN ST.
 CARTERSVILLE, GA 30120

Ship To:

CITY OF CARTERSVILLE
 1 NORTH ERWIN ST.
 CARTERSVILLE, GA 30120

Confirm To:

STEPHEN GRIER 404-925-7448

Customer P.O.	Ship VIA	Ship Date	Terms			
quote dnp	OFE		PAYMENT DUE BEFORE DELIVERY			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
CD-P22FF-E CORP DESIGN FF PED ESP	EACH	1			0.00	0.00
CD-P72HG-E CORP DESIGN GLASS DOOR HUTCH	EACH	1			815.00	815.00
CD-P361471BC-E CORP DESIGN POTENZA 6 FOOT BOOKCASE WWWHITE GLASS TOP	EACH	1			509.95	509.95
/USED HON HIEH1.P.H.U.UR92.T.SB AQUA MARINE BLUE EXEC IGNITION CHAIR AX295Z	EACH	7			249.00	1,743.00
*S HON HIEH1.P.H.U.UR92.T.SB AQUA MARINE BLUE EXEC IGNITION CHAIR	EACH	1			525.00	525.00

THANK YOU VERY MUCH. YOUR BUSINESS IS GREATLY APPRECIATED!!!

All claims and returned goods **MUST** be accompanied by this Invoice.**ALL RETURNS ARE SUBJECT TO A 25% RESTOCKING CHARGE.**

Refunds for orders paid by check will be made after 14 business days.

All Special Order Sales Are Final - No Exchanges or Refunds.**All Used Furniture is Sold AS IS And Without Warranty.**

THIS SALE IS SUBJECT TO ABOVE TERMS & SALES ORDER TERMS AND CONDITIONS ("TERMS") EFFECTIVE ON THE DATE OF THIS TICKET, WHICH ARE INCORPORATED BY THIS REFERENCE.

THE TERMS ARE AVAILABLE AT - <https://ofexpo.com/company-info/sales-order-terms-a-conditions.html> - AND WILL BE SENT BY FAX OR EMAIL UPON REQUEST BY CUSTOMER.

THE UNDERSIGNED HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS.

By signing below the undersigned acknowledges receipt of the furniture as indicated on this ticket.

Net Order:	24,225.95
Less Discount:	0.00
Freight:	1,365.00
Sales Tax:	0.00
Order Total:	25,590.95

Less Deposit: 0.00

Order Balance: 25,590.95

BUYER OR AUTHORIZED AGENT OF BUYER

DATE SIGNED



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Cooling Fans for Garage
DEPARTMENT SUMMARY RECOMMENDATION:	Cooling fans are needed for the Garage building in order to maintain air circulation and a healthy temperature for our employees while working on City vehicles. The proposal is for two (2) new HVLS 10' ceiling fans, two (2) new HVLS 6' portable fans as well as installation. The total project cost including equipment and labor is \$35,231.25 and is recommended for your approval. This is a budgeted purchase and will be paid out of the current budget.
LEGAL:	N/A



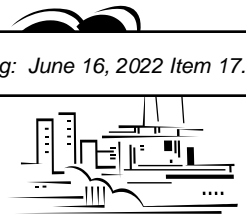
T & T Commercial Services, LLC

P.O. Box 835
1025 Mission Road, SW
Cartersville, GA 30120

(770) 382-2988

Fax: (770) 382-9651

Meeting: June 16, 2022 Item 17.



June 8, 2022

City of Cartersville

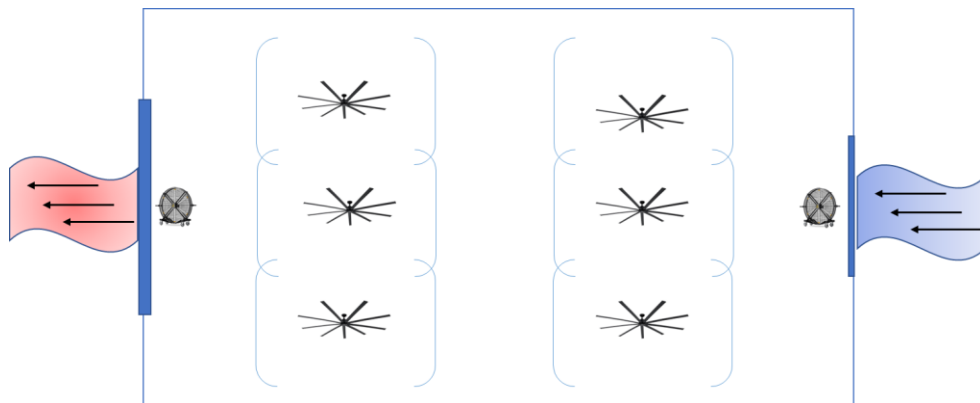
Freddy Morgan, Assistant City Manager

T&T Commercial Services performed the fan solution analysis and is providing a recommended use for the City Garage located at 500 S Tennessee St.

Optimal Airflow by Season

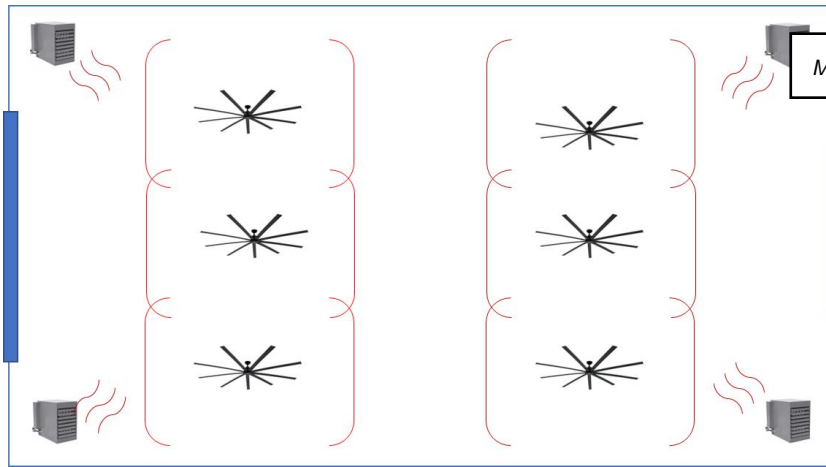
Summer

- For optimal cooling, the garage should utilize as many 10' ceiling fans as possible for air movement within the entire building targeting fans with capacity to move air across the entire garage area.
- Industrial portable fans should also be used to provide inbound cool air and displace outbound warm.
- The garage breezeway door should be used for inbound air and the larger garage door for outbound air for maximum uninterrupted throughput. Also, the CFM (Cubic Feet per Minute) of the inbound and outbound fans should be similar for optimal air flow and air quality.



Winter

- During the winter, the upgraded ceiling fans would be used with the heaters in place to effectively warm the garage. The ceiling fans improve destratification, mixing warm air from the ceiling down to the employees. There is no need to use the industrial portable fans during this season.



Comparison of 8' and 6' Industrial Portable Fans

Based on manufacturing data, the airflow performance of an 8' fan and a 6' fan is very similar.

Airflow Velocity measures the speed of the air at varying heights and distances from the fan. Comparing the two fan sizes shown in Figures 1 and 2, the 6' fan has slightly higher initial airflow velocity but over the distances the airflow velocity of both fans measure very closely all the way the final distance of 120 ft.

The three lines show air velocity from the center of the fan at three sensors of varying height.

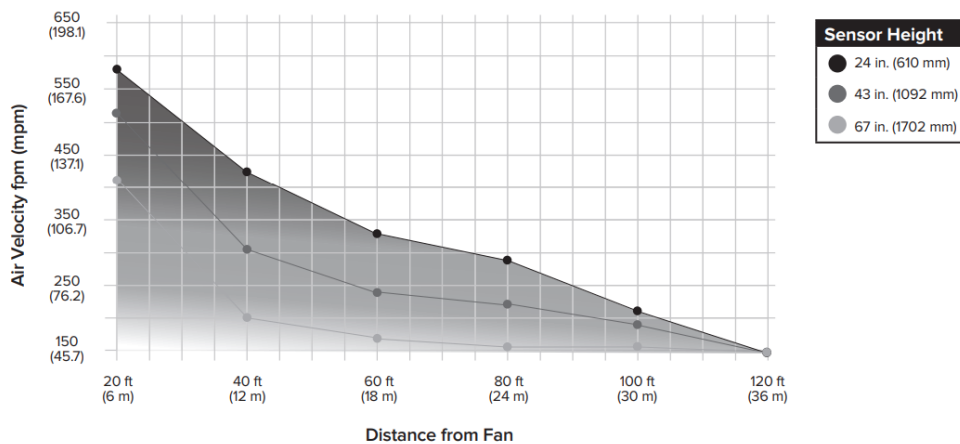


Figure 1 - 8' Fan Air Velocity

The three lines show air velocity from the center of the fan at three sensors of varying height.

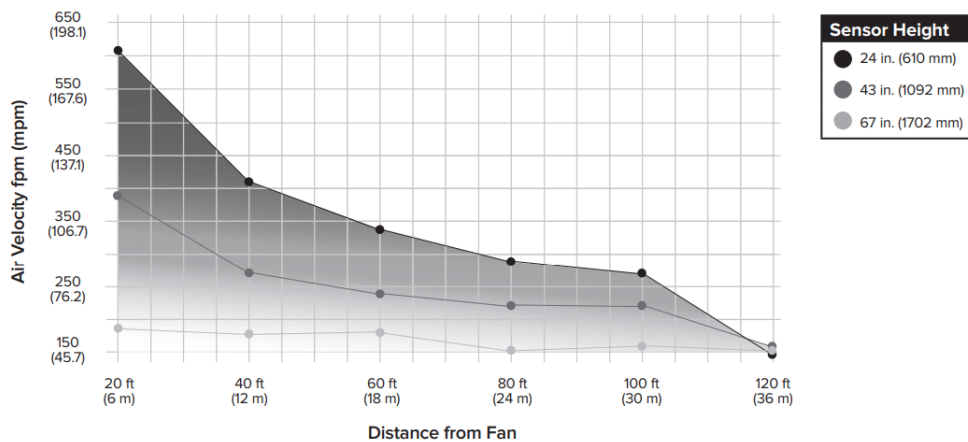


Figure 2 - 6' Fan Air Velocity

Airflow Distance measures the distance that air from the fan reaches both in length and width. Comparing Figures 3 and 4, airflow from both fans again reach the distance of 120 ft. However, due to the larger size and blade design, the 8' fan offers a broader width of air distribution surpassing 20 ft.

Shaded areas represent cooling up to 120 feet (36.6 meters). That's one-third the length of a football field! Darker shading indicates faster air velocity.

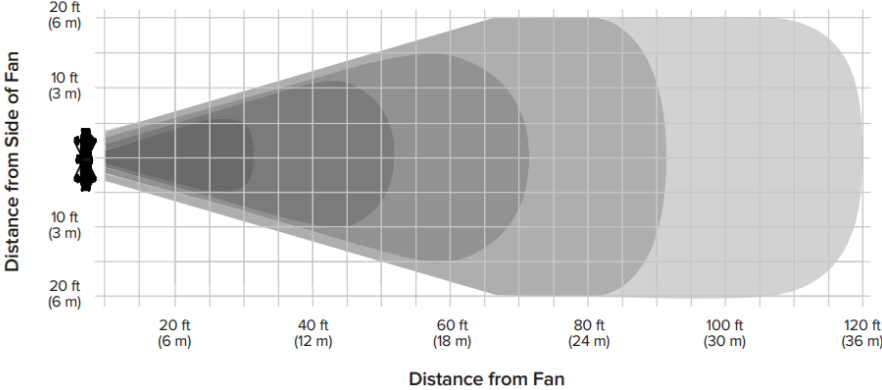


Figure 3 - 8' Fan Airflow Distance

Shaded areas represent cooling up to 120 feet (36.6 meters). That's one-third the length of a football field! Darker shading indicates faster air velocity.

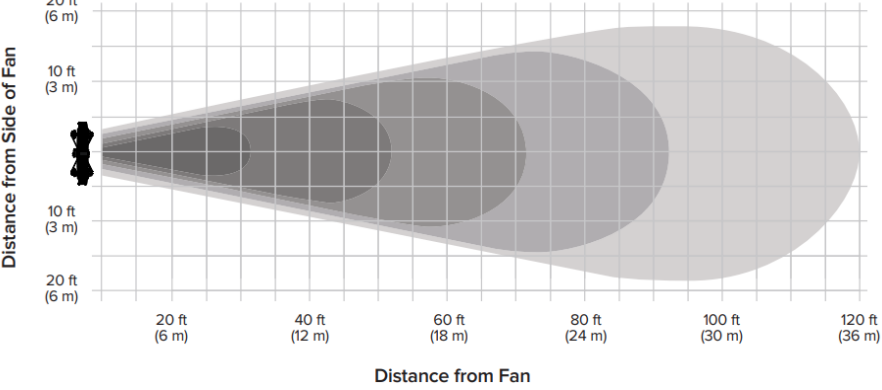


Figure 4 - 6' Fan Airflow Distance

CFM (Cubic Feet / Minute)

CFM is a measurement of airflow volume determined by the amount of cubic feet of air passing by a stationary point in one minute. Comparing the CFM between the 8' and 6.5' fan, the CFM measurements are the same at 3,700 CFM.

To summarize, the two sizes of fans perform very closely to each other with airflow. The airflow width of the 8' fan is greater than the 6' fan but the distance of length is the same. The cost of the 8' fan does come at a premium over the 6' fan but in reality does not offer the significant levels of increased performance.

Recommendation

Meeting: June 16, 2022 Item 17.

The recommended configuration for fans in the City Garage is for the City of Cartersville to use as many 10' ceiling fans as possible in conjunction with dedicated inbound/outbound industrial portable fans. With the performance of the 6' fans, and the lack of increased performance of the 8' compared with its significantly higher price, 6' fans should be used for both the inbound/outbound fans.

Please let us know if any additional information is needed. We look forward to working with the City of Cartersville.

Regards,

Ricky Allen

Project Manager

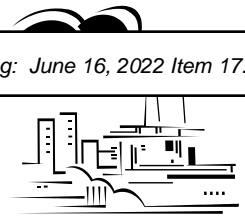
T&T Commercial Services, LLC

ricky.allen@tandtcommercial.com



T & T Commercial Services, LLC

Meeting: June 16, 2022 Item 17.



P.O. Box 835
1025 Mission Road, SW
Cartersville, GA 30120

(770) 382-2988

Fax: (770) 382-9651

DATE: May 2, 2022
SUBMITTED TO: City of Cartersville
ATTN: Freddy Morgan, Assistant City Manager
JOB: City Garage, 500 S Tennessee St, Cartersville, GA 30120
Installing two (2) new ceiling fans, two (2) portable fans

T&T Commercial Services, LLC respectfully submits the following bid proposal based the provided RFP and Addendum (4/12/22).

Proposal includes:

- Two (2) new HVLS ceiling fans 10' in diameter
- Two (2) new HVLS portable fan 6' in diameter
- Necessary electrical to connect the two (2) new ceiling fans
- Welding new steel supports for two (2) new ceiling fans
- Install new 120v receptacle for one (1) new Bluetooth controller
- Install new one (1) Bluetooth controller that controls the two (2) new ceiling fans

Project Cost:

<u>EQUIPMENT/ LABOR</u>	<u>Price</u>
• (2) HVLS ceiling fans 10' in diameter/ Equipment	\$9,306.33
• (2) HVLS portable fan 6' in diameter/ Equipment	\$15,782.50
• (2) Standard Industrial Steel Mount Kit/ Equipment	\$1,203.75
• (1) Bluetooth Multi Fan Control Kit/ Equipment	\$702.19
• (2) HVLS ceiling fans 10' in diameter/ Labor	\$2,175.00
• (2) Necessary electrical for ceiling fans Material/ Labor	\$2,877.50
• (2) Welding supports for new ceiling fans Material/ Labor	\$480.59
• (1) Install Bluetooth controller for ceiling Fans/ Labor	\$2,403.39
• (1) Install 120v Rec. for Bluetooth controller Material/Labor	\$300.00
Total	\$ 35,231.25

Additional Warranty option:

- This quote is based on a one (1) year mechanical parts warranty. An option to extend the mechanical parts warranty to seven (7) years is available for an additional \$13,849.81

Note: Current delivery timeframes are 10 days for the fans and 20 days for the Bluetooth controller; however, are unable to guarantee availability due to supply chain volatility. Proposal is valid for 30 days.

Additional Note: [05/31/2022] After checking the vendor, mechanical equipment prices are subject to an increase of up to 10% in mid-June.

Meeting: June 16, 2022 Item 17.

We appreciate the opportunity to quote this project and look forward to working with the City of Cartersville.

Regards,

Ricky Allen

Project Manager

T&T Commercial Services, LLC

ricky.allen@tandtcommercial.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022								
SUBCATEGORY:	Bid Award/Purchases								
DEPARTMENT NAME:	Administration								
AGENDA ITEM TITLE:	HVAC for Bartow County/Cartersville Public Library								
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The HVAC unit for the library classroom area needs to be replaced. We requested quotes and received four (4) bids for the 2.5-ton replacement unit:</p> <table data-bbox="581 856 1015 1003"> <tr> <td>Mike Jones HVAC</td> <td>\$9,132.00</td> </tr> <tr> <td>Pendley HVAC</td> <td>\$9,768.59</td> </tr> <tr> <td>Weaver HVAC</td> <td>\$10,135.00</td> </tr> <tr> <td>Meadows HVAC</td> <td>\$14,493.00</td> </tr> </table> <p>We are requesting approval for 50% of the lowest bid (\$9,132.00). With Council approval, the City will agree to provide 50% contingent upon the library receiving the other 50% from a Major Repair & Renovation grant. This is not a budgeted purchase, but will be paid from the FY2022-23 budget.</p>	Mike Jones HVAC	\$9,132.00	Pendley HVAC	\$9,768.59	Weaver HVAC	\$10,135.00	Meadows HVAC	\$14,493.00
Mike Jones HVAC	\$9,132.00								
Pendley HVAC	\$9,768.59								
Weaver HVAC	\$10,135.00								
Meadows HVAC	\$14,493.00								
LEGAL:	N/A								



Meeting: June 16, 2022 Item 18.

Estimate

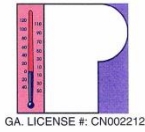
Date	Estimate #
5/24/2022	873

PO Box 242
Adairsville, GA 30103

Name /Address	Phone: 770-773-5040
City of Cartersville Library PO Box 1390 Cartersville, GA 30120	Email: mikejonesheatingandair@gmail.com
Job Location	All Credit Card Payments will be charged a 3% Processing Fee
429 W Main St, Cartersville, GA 30120	
Description	
Unit Location on the Roof Unit is age 12/2004 Old Unit WCC030F100BH 4502R951H Single phase 208/230 voltage American Standard Brand	
Furnish and Install New American Standard 2.5 Ton System with Curb, Heater Kit, Crane Economizer, and Filter Frame	\$9,132.00
5 Year Warranty Commercial Unit	
Lead time is 10 days once the order is made.	
Thank you, Mike Jones Mike Jones Heating and Air, LLC	Please sign and return. By accepting this Proposal you agree to the work as specified.
Payment due upon completion in full. Note: Proposal may be withdrawn if not accepted within 30 Days	Signature _____

“Pendley People Care”

Meeting: June 16, 2022 Item 18.



Pendley
Heating & Air Conditioning, Inc.

GA. LICENSE #: CN002212

526 Old Alabama Road
 Cartersville, Georgia 30120

Page No. _____ of 1 Pages.

PROPOSAL AND ACCEPTANCE

Phone: 770.382.1221
 Fax: 770.382.8223
 Emergency Phone : 770.655.2068
 Email: Terry.woodring@pendleyhvac.com
 Georgia License: CN002212

TO:	PHONE	DATE
Cartersville/Bartow County Library 429 W. Main St. Cartersville, GA. 30120	JOB NAME/LOCATION Classroom	
	JOB NUMBER	JOB PHONE

We hereby submit specification and estimates for:

Install Trane XR14(14 SEER) 2 ½ Ton Rooftop Package Heat Pump w/ 8KW Auxillary Heater
 Includes equipment, installation and startup
 Includes curb adaptor
 Includes electrical connections
 Includes labor and materials
 Includes Crane Rental
 Warranty: 5 Year Compressor/1 Year Parts/1 Year Labor

Terry.woodring@pendleyhvac.com www.pendleyheatingandair.com

TERMS: DUE UPON COMPLETION

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.

We Propose hereby to furnish material and labor – complete in accordance with the above specification for the sum of:	\$9,768.59 Dollars
--	---------------------------

Payment to be made as follows:	DUE UPON COMPLETION
--------------------------------	----------------------------

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker’s Compensation Insurance.	Authorized Signature: TERRY WOODRING Note: This proposal may be withdrawn by us if not accepted within: Days 30
---	--

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance:	Signature: Signature:
--	----------------------------------

Proudly serving you for over 50 years



Weaver Heating and AC
P.O. Box 815
Cartersville, GA 30120

Phone: (770) 429-1111 *Meeting: June 16, 2022 Item 18.*
weaverheatingandair@msn.com
<https://weaverheatingandairinc.com/>

Bill to
CITY OF CARTERSVILLE
P O BOX 1390
CARTERSVILLE, GA 30120

Ship to
BARTOW COUNTY LIBRARY
429 W MAIN ST
CARTERSVILLE, GA 30120

Quote #: q3143

Quote Date: 5/27/2022

VALID FOR 14 DAYS

Item	Description	Quantity	Price	Amount
WEAVER INSTALLATION	NEW BRYANT 14 SEER 2.5 TON HEAT PUMP ROOF TOP PACKAGE UNIT 208/230-1 INCLUDES: REMOVAL/DISPOSAL OF OLD EQUIPMENT RECONNECT TO EXISTING DUCT WORK & ELECTRICAL NEW THERMOSTAT ADAPTOR CURB 10KW HEATER KIT FULL SYSTEM START UP COMMERCIAL - 1 YEAR PARTS / 1 YEAR LABOR WARRANTY LEAD TIME: 4-5 DAYS FOR THE UNIT AND 3 WEEKS FOR THE CURB ADAPTOR INSTALL: 3-4 WEEKS FROM APPROVAL DATE ***NOTE*** system has functioned properly and maintained desired temperature prior to failure of reversing valve. We have quoted back with existing tonnage of 2.5 and do not have reason to believe 3 ton and 8kw upgrade is needed.	1	\$9,285.00	\$9,285.00
CRANE FEE	CRANE FOR REMOVAL OF OLD UNIT AND PLACEMENT OF NEW UNIT	1	\$850.00	\$850.00

Quote Status **Pending**

Total: \$10,135.00

DUE TO THE VOLATILITY OF THE INDUSTRY,
ALL QUOTES ARE VALID FOR 14 DAYS.



Meadows Heating and Air
 PO Box 201228
 Cartersville, GA 30120

Phone: (770) 587-5100 *Meeting: June 16, 2022 Item 18.*
 Fax: (770) 587-5100
 joey@meadowsheatingandair.com

Bill to
Bartow Co. Library
 429 West Main Street
 Cartersville, GA 30120

Ship to
Bartow Co. Library
 429 West Main Street
 Cartersville, GA 30120

Quote #: q1097

Item	Description	Quantity	Price	Amount
Priced as Quoted	Install: 4WCC4030-1000 Trane 2.5-Ton RTU Crane Included Low and High Voltage Wiring Adapter Curb Warranty: 1 Year Parts / 5 Years Compressor / 1 Year Labor Lead Time: 2 Weeks Existing unit is a 2004 model.	1	\$14,493.00	\$14,493.00

Subtotal: \$14,493.00
 Tax: \$0.00
 Total: \$14,493.00
 Payments: \$0.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	First Quarter 2022 Motorola Radio Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the first 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, GEORIGIA 30120
770-387-5030

Invoice Date: April 30, 2022

Due Date: May 25, 2022

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

Please mail payment
Attn: Alecia Hendrix

To bill for **Motorola Radios** for **1st 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

Total Due: \$38,259.81

C. Dan
MAY 20 2022



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	M&R Services
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric Department utilizes a 3rd party vendor to test a sample group of our meters and the related appurtenances annually. This is a step to ensure accuracy of billing practices and proactively identify any field errors.</p> <p>The Electric Department is requesting that council authorize the payment of the invoice from M&R Systems for \$7,616.00. This is a budgeted annual expense.</p>
LEGAL:	N/A

M&R Services – METER TESTING INVOICE

The Electric Department utilizes a 3rd party vendor annually to test a sample group of our meters and the related appurtenances. This is a step to ensure accuracy of billing practices and proactively identify any field errors.

The Electric Department is requesting that council authorize the payment of the invoice from M&R Systems for \$7,616.00. This is a budgeted annual expense.

M & R Services, Inc.

1806 Asteria Ct.
Duluth, GA 30097

Meeting: June 16, 2022 Item 20.

Date	Invoice #
5/23/2022	2022-29

Bill To
Cartersville Electric System 320 South Erwin Street Cartersville, GA 30120

Ship To
Cartersville Electric System 320 South Erwin Street Cartersville, GA 30120

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Contract	Net 30		5/23/2022			
Quantity	Item Code	Description			Price Each	Amount
68	ST	Site Meter & CT Test (CVL001-068)			112.00	7,616.00
					Total	\$7,616.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	150kVA Pad-Mounted Transformer
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric Department is requesting authorization to purchase a 150kVA pad-mounted transformer. We used our last equivalent transformer and need a replacement for our stock. We obtained (4) quotes, and are requesting to purchase the unit from Solomon Transformer. As you probably noticed, this is not the cheapest of the four quotes – however we consider this the best bid due to it being a company that we’ve had positive dealings in the past and the delivery time of 8-9 weeks (40-42) weeks for the lower two bids). Being that we currently do not have a spare unit in stock, the delivery time is worth the upcharge.</p> <p>We recommend your approval to purchase the 150kVA transformer from Solomon Transformer for \$18,603.00. This is a budgeted expense.</p>
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

150kVA 120/208 May 2022

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>	
Gresco	Ermco	Apr-23	\$ 15,617.00	0	0	\$ 15,617.00	
Solomon	Solomon	8-9 wks	\$ 18,603.00	414	1982	\$ 22,448.00	3 yr. warranty
TNI *	TNI	40-42 wks	\$ 10,495.00	0	0	\$ 10,495.00	3 yr. warranty
Irby	GE	4th Quarter	\$ 19,286.00	247	1574	\$ 21,971.50	

* TNI - Transformer Network, INC. - refurbished transformers

TRANSFORMER SUMMARY – 150kVA, 3-PHASE

The Electric Department is requesting authorization to purchase a 150kVA pad-mounted transformer. We used our last equivalent transformer and need a replacement for our stock. We obtained (4) quotes, and are requesting to purchase the unit from Solomon Transformer. As you probably noticed, this is not the cheapest of the four quotes – however we consider this the best bid due to it being a company that we've had positive dealings in the past and the delivery time of 8-9 weeks (40-42 weeks for the lower two bids). Being that we currently do not have a spare unit in stock, the delivery time is worth the upcharge.

We recommend your approval to purchase the 150kVA transformer from Solomon Transformer for \$18,603.00. This is a budget expense.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	77 Quail Run
DEPARTMENT SUMMARY RECOMMENDATION:	The property owner at 77 Quail Run would like to interconnect an eligible distributed generation system that would operate in parallel to the City's electric system to offset part or all of their electricity requirement. The Electric Department recommends Council approve and sign the interconnection agreement.
LEGAL:	N/A

ELECTRICAL INTERCONNECTION AND POWER EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2022,

by and between Ricky L Henderson,
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 77 Quail Run, Cartersville, 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: Solar Photovoltaic.

3.3 Capacity of the Distributed Generation equipment is: 8.03 kW.

3.4 The expected annual energy production of the Distributed Generation equipment is: 11,522.39 kWh.

3.5 The expected date of initial operation of the Distributed Generation equipment is: 5/17/2022.

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: N/A
 Contact: Ricky L Henderson
 Title: N/A
 Address: 77 Quail Run, Cartersville, GA 30120

 Phone: (770) 548-9325
 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:



Angel Lopez

Ricky L Henderson
Owner

By: 

Printed: _____
Ricky Henderson

Title: _____
Homeowner

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: Ricky Henderson

Address: 77 Quail Run

.....

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:	June 16, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Renewal Program Provider Contracts
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This item includes the Renewal Contracts for Program Providers relating to current programs they are offering through the Parks and Recreation Department. Listed below are the Providers with their Program offerings:</p> <p>Cartersville Little League – Youth Baseball Southern Soccer Academy – Youth Soccer and Camps Top Shelf Concessions – Concessions Provider Wire2Wire – Running Clubs and Camps Legion Lacrosse – Youth Lacrosse and Camps</p> <p>These existing Program Providers will continue to give the City 20-25% of their gross revenue, including all of the non-resident fees. Top Shelf Concessions will give the City 15% of their gross monthly revenue.</p>
LEGAL:	Keith created this Program Provider contract.



**CITY OF CARTERSVILLE
 PARKS & RECREATION DEPARTMENT
 AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2022, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

CARTERSVILLE LITTLE LEAGUE hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **YOUTH BASEBALL LEAGUES (AGES 7-14)** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

Parks and Recreation Agreement for Outside Providers

1.4 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.5 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.6 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.7 ***The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.8 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business except as approved by the CITY. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**) unless approved by the CITY. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.9 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the CITY OF CARTERSVILLE BOARD OF EDUCATION as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.10 All employees, assistants, volunteers, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.11 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.12 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.13 Although the CITY shall not control the PROVIDER'S techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY'S and DEPARTMENT'S policies, rules, regulations and procedures, as well as those of the CITY OF CARTERSVILLE BOARD OF EDUCATION, and shall not interfere with their operation, nor harm or damage the equipment or facilities

Parks and Recreation Agreement for Outside Providers

afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.14 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER’s charge.

1.15 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider’s counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER’s sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER’s employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER’s direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and CITY OF CARTERSVILLE BOARD OF EDUCATION harmless.

1.16 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.17 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.18 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0
Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER’s cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer’s instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled

Parks and Recreation Agreement for Outside Providers

and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0

Compensation and Method of Payment

4.1 It is the responsibility of the PROVIDER to pay all applicable local, state and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

4.2 See Exhibit A form for further information on PROVIDER and responsibilities.

ARTICLE 5.0

Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

Parks and Recreation Agreement for Outside Providers

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VP" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- \$1,000,000 Combined Single Limit – each occurrence
- \$2,000,000 Combined Single Limit – general aggregate
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$100,000 each accident
\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Parks and Recreation Agreement for Outside Providers

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum (**see Exhibit A Program Enrollment**), the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be re-evaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2023**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY. **The CITY is NOT liable for any fees paid to PROVIDER.**

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0
Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY and the CITY OF CARTERSVILLE BOARD OF EDUCATION, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, the CITY OF CARTERSVILLE BOARD OF EDUCATION, or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0
Americans with Disabilities Act

Parks and Recreation Agreement for Outside Providers

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (“ADA”), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0
Miscellaneous

- 10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
- 10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.
- 10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.
- 10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.
- 10.5 Time is of the essence of this Agreement.
- 10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- 10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.
- 10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.
- 10.9 E-VERIFY - Contractor shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Contractor shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).
- 10.10 Exhibits A, B, and C shall be made a part of this agreement:
Exhibit "A" – Cartersville Parks and Recreation and Cartersville Little League Program History and Responsibilities
Exhibit "B" – Terms to Amend Agreement
Exhibit "C" – Cartersville Little League Boundary Map

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: _____
NAME: Ty Mitcham
TITLE: President
COMPANY: Cartersville Little League

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

personally known

or

____ proved to me based on satisfactory evidence to be the person

who appeared before me.

Melanie Elton Miles

(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: 1-9-2023



EXHIBIT A

Cartersville Parks and Recreation & Cartersville Little League Program History & Responsibilities

Cartersville Parks and Recreation and Cartersville Little League has had a partnership as early as the 1960's. Cartersville Little League used existing Atco field (Rudy York) for their Junior League program through the 1981 season and used the America Legion field for the 8 – 12 age group. In the fall of 1981, the Rudy York field was changed to its current dimensions and Jr. and Sr. League baseball was moved to Dellinger Park. In 1984, the Joe Frank Harris Field was constructed and in 1986-87 the concession/restroom building was constructed. In 1993, the construction of the Cartersville Baseball Complex began with the Richard Bell Field and the other 4-fields followed in 1994-95. In 1999-2000, Bill Bruce and George Johnson field was constructed.

From that point, all Cartersville baseball was played at the Cartersville Baseball Complex (now Cartersville Sports Complex) and Clearwater St. Park (now Hicks Park). Parks and Recreation would use fields 1 & 2 for our T-Ball program for ages 5-8. Little League used Hicks Park and fields 3 & 4 at Sports Complex and CHS uses Richard Bell field, F#3 & F#4 for 9th grade teams, Jr. varsity and varsity teams. Sometime around 2008-09 CHS started using F#1 & F#2 for the Lady Canes softball for Middle School and High School. Of note, Parks and Recreation has purchase 2-homes (2 Pilgrim St. & 2 Puritan St.) off of Clearwater St. for additional parking for CLL at Hicks Park, 2 Pilgrim St. has been paved.

Field usage stayed like this until around 2012 when Parks and Recreation moved the T-Ball program back to Dellinger Park due to additional # of CLL teams, with CLL starting to offer a program for 6-7 year old requiring additional fields, so CLL began using fields #1 & #2 at Sports Complex for that program. For the season of 2016, Parks and Recreation needed to move back to Sports Complex due to Dellinger Park renovation, this will probably be required for the 2017 season also as Dellinger Park renovation will not be completed prior to the start/end of T-Ball season.

I mention all the above, to show that Parks and Recreation has always worked with Cartersville Little League and Cartersville School System even to the point that our Recreation program has often changed to accommodate CLL and CHS.

Cartersville Parks and Recreation commitments to Cartersville Little League:

- Provide location for CLL to take season beginning registration, i.e. JH Morgan & Cartersville Primary Gyms during CPRD basketball games.
- Provides Cartersville Civic Center (no-charge) for CLL Kick-Off banquet.
- Provides GYCH (no-charge) for CLL meetings
- Provides use of Dellinger Park copier/paper when CLL hosted CLL tournaments
- For all CLL league games, provide staff/equipment/material to drag/line field on a daily basis
- Provides up-keep on fields/park, etc.
- Provides drag machine/equipment/material for CLL to maintain field when CPRD is unable or CLL wants fields dragged after each game

- Allow CLL to rent fields for weekend tourneys and retain rent fees to assist in funding of CLL program. CLL does drag/line field for tourney games. CPRD does line-off fields on Friday before weekend tourney. CLL cannot allow a parking fee for weekend baseball tourneys except Perfect Game which can charge a parking fee except in Goodyear Clubhouse parking lot.
- CPRD pays water, electric bills for irrigation and field lights. CLL pays utilities on concession building.
- CPRD will enter CLL teams in GRPA baseball tourneys (if CLL desires). CLL pays district entry fees, if teams qualify for GRPA state, CPRD pays entry fees and CLL is responsible for all other expenses.
- CLL provides park office w/ schedules/rosters so we can answer questions from the public
- Maintain fields during season, mowing, fertilization, etc.

Cartersville Little League Commitments:

- Provide/fund a quality baseball program for ages 7 – 18 for the Cartersville residents. CLL keeps all other fees. Note: CLL has not had a league for ages 13 & up in 4-5 years, but if there is enough participants that wish to play Jr. /Sr. League the fields would be available.
- CLL pays utilities on concession/restroom buildings; CPRD pays utilities for field lighting and irrigation
- It also is CLL responsibility to clean restrooms and pick up trash. CPRD will empty the trash receptacles. When CPRD does receive complaints about trash and restrooms, CPRD's maintenance staff is sent over to clean restrooms and pick-up trash.
- CLL at times operates a fall baseball program w/ same stipulations as main season.

Parks and Recreation Agreement for Outside Providers

Exhibit “B”

Exhibit “B” to City of Cartersville Parks and Recreation Department Agreement for Outside Providers dated ____ day of _____, 2022 between the City of Cartersville referred to as “City” and Cartersville Little League referred to as “Provider”.

The terms contained herein are hereby agreed to by both the City and the Provider to amend the Agreement.

1.1: Ages shall be (7-16)

1.2: Exhibit “A” Shall serve as a historical reference to the relationship between the City and Provider and commitments from City to Provider and Provider to the City.

1.3: CLL Operates a Spring League each year with Signups in January, evaluations in February, Opening Day in March. Seasons end in May when tournament teams commence (June 1) and can continue until August based on the team(s) success. Hosting of District, Sectional, State Tourneys vary year to year based on rotations within the State. Camps, Fall Activities, Canes School of Baseball continues during the year when opportunities exist. Provider will notify City of any special Little League International event or special event as soon as possible, sometimes these events change locations for various reasons within the 8 week time frame request. Daily admission is not allowed for Little League International events however, parking fees are allowed to help cover the cost of the tourney. Teams participating in these tournaments DO NOT pay a tournament fee to the host. Each year provider will host a tournament team (all-star) tournament for Little League International. Between parking fees and Concession sales provider normally recovers most cost for hosting the event.

1.4: Player Fee is built each year based on the current year’s budget. CLL is a Registered 501(c) 3 with the IRS and a local Non-Profit. All monies Raised through 1. Player Fee 2. Concessions 3. Sponsorship / Fundraiser(s) 4. Field Rental are reinvested into the program with a volunteer staff.

1.8: Provider agrees that all promotional material, flyers, and banner advertising will promote the highest ideals of sportsmanship and uphold the core values of Little league International Character, Courage and Loyalty. Provider is also governed by a Charter granted by Little League International to operate in a manner that promotes a program with the highest ideals in mind. Promotional items and material will not include sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops. Promotional material, flyers, and banners advertising the program shall not be subject to Department approval prior to it’s release so long as it is in compliance with conformity of 1.8 of this agreement.

1.9: City and Provider accept and acknowledge that a large portion of CLL’s budget is raised from local businesses that support the program. Sponsorship(s) / Fundraiser(s) including but not limited to sign banners in the park, business names on jerseys, and various fundraiser projects within the league are permissible. As noted before all dollars raised are reinvested back into the program.

1.16: All Volunteers are subjected to a background check via Little League International’s provider www.JDP.com. Little League International has this built into our Charter and we are provided ~150 of these per year and pay for additional reports as needed based on quantity of volunteers.

Parks and Recreation Agreement for Outside Providers

1.18: Cartersville Little League, Provider, represents a boundary as defined by Little League International. This area is currently defined by Exhibit "C", Little League International adjust amends this boundary from time to time. Cartersville Little League uses Cross Street baseball field and from time to time may need to use other facilities outside of city properties when field space is limited. All facilities are listed as locations on "Providers" insurance policy. Currently Cartersville Little League uses fields 1,2,3,4 at Hicks Park and Fields 1,2,3,4 at Cartersville Baseball Complex.

1.19: Cartersville Little League, Provider, sub-leases the fields at Hicks park during the year at times when it is not in conflict with City or Provider's schedule. Once a vendor request field rental City and Provider need to approve the dates and the rental terms. The Vendor will need to fill out a reservation form with the City and provide proof of insurance as required by the city. Provider will work in cooperation with vendor to make sure the day of the park is ready for the vendor. For Example: Scoreboards, Concession, PA systems are ready for use. Provider provides support for systems that are not performing correctly. Vendor directly pays provider for the field rental which goes directly back into the program and park.

2.2: Provider shall be allowed to conduct fundraiser(s) as allowed by Little League International, Provider also sells branded Gear for the program.

2.3: Provider shall have the ability to use storage space in Hick's park in cooperation with the City. Those areas are defined as 1. Storage Closets under RY and JFH Score boxes 2. Concession area and Upstairs of the Gooch Building 3. Equipment Closet beside electrical closet on split faced block building beside new restroom. 4. Caged Storage area behind split faced block building 5. Some storage space in Groomer closet in new restroom building.

Provider and City Further Agree to the Following:

1. Provider operates the concession operations at the building, Provider installed the commercial vent a hood and fire compression system per requirement by Cartersville Fire Department. Provider maintains the vent a hood and compression systems as required by Cartersville Fire Department. Provider owns the equipment in the concession stand and is responsible to maintain and replace as needed to operate the concession stand.
2. Provider has permission to begin a fundraising project to commence the building of a hitting facility located where the current batting cages are located. If this project is successful it will be located where the batting cages are currently located. This is believed to be a three-phase project with a total cost of close to \$200k. Sponsorship and fundraising will be used to help accomplish this potentially including but not limited to special events, naming rights of the facility, selling bricks as part of construction, and signage.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/12/22

PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867	CERTIFICATE #: 3100101-2022-1	3 10 01
	INSURERS AFFORDING COVERAGE:	
ADDITIONAL NAMED INSURED: CARTERSVILLE LL Ty Mitcham PO BOX 2541 CARTERSVILLE, GA 30120	INSURER A: Lexington Insurance Company	
	INSURER B: National Union Fire Insurance Company of (Non-Liability) Pittsburgh, PA	
	INSURER C: AIG Specialty Insurance Company	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
 * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
 ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	\$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
						Sexual Abuse AGGREGATE	\$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS	018235622	01/01/2022	01/01/2023	EACH LOSS	\$1,000,000 *
						AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION		RETROACTIVE DATE	CONTINUITY DATE	
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION	
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION		NOT APPLICABLE	POLICY INCEPTION	
		CRIME COVERAGE				EACH LOSS	\$35,000
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
 1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
 2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
 539 U.S.RT. 15 Highway
 South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


 AUTHORIZED REPRESENTATIVE



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2022, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

SOUTHERN SOCCER ACADEMY hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **SOCCER LEAGUES (YOUTH and ADULT) and CAMPS/CLINICS** at the following locations: Cartersville Soccer Complex – 152 Milner Road, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

Parks and Recreation Agreement for Outside Providers

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business except as approved by the CITY. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**) unless approved by the CITY. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the CITY OF CARTERSVILLE BOARD OF EDUCATION as promulgated from time to time. ***PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement***

Parks and Recreation Agreement for Outside Providers

1.11 All employees, assistants, volunteers, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures, as well as those of the CITY OF CARTERSVILLE BOARD OF EDUCATION, and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and CITY OF CARTERSVILLE BOARD OF EDUCATION harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

Parks and Recreation Agreement for Outside Providers

ARTICLE 2.0
Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0
Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum requirement of participants for PROVIDER and DEPARTMEENT.

ARTICLE 4.0
Compensation and Method of Payment

4.1 See Exhibit A and B. The non-resident surcharge is fully payable to the CITY. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

Parks and Recreation Agreement for Outside Providers

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Parks and Recreation Agreement for Outside Providers

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- \$1,000,000 Combined Single Limit – each occurrence
- \$2,000,000 Combined Single Limit – general aggregate
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker’s Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter’s employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer’s Liability \$100,000 each accident
\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor’s letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0
Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum (**see Exhibit A Program Enrollment**), the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be re-evaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2023**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

Parks and Recreation Agreement for Outside Providers

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY. The CITY is NOT liable for any fees paid to PROVIDER.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0
Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY and the CITY OF CARTERSVILLE BOARD OF EDUCATION, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, the CITY OF CARTERSVILLE BOARD OF EDUCATION, or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0
Americans with Disabilities Act

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - Contractor shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Contractor shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: *[Signature]*
NAME: SEAN CHAMBERLAIN
TITLE: SFA OPERATIONS MANAGER
COMPANY: Southern Soccer Academy

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

___ personally known

or

___ proved to me based on satisfactory evidence to be the person

who appeared before me.

(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: _____

Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"
PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program

Name of Program: Southern Soccer Academy

Participant Ages: 3-19

Day/s of the week program is offered: All

Time of Program: Mon-Fri 6pm-, Sat, Sun 9am to Mon-Fri 9pm, Sat, Sun, 8pm

Program Dates: Aug 1st to July 31st

Program Fee: Varies depending on program and age group

Program Enrollment: Minimum N/A Maximum N/A

Materials to be supplied by participants: Basic Soccer Equipment, Uniform

Materials to be supplied by PROVIDER: _____

Goals, Coaching Equipment, Field Equipment

Materials to be supplied by CITY: None

Additional Program Requirements: _____

PROVIDER ('s) Name: Cobb Futbol Inc DBA Southern Soccer Academy

Address: 40 Whitlock Ave

City/State/Zip Code: Marietta

Phone Number: (Day) 678-594-5041 (Evening) 404-395-9703

(E-mail): admin@ssaelite.com (Fax) _____

Minimum Requirements:
1,000,000 General Liability Insurance
Letter(s) of Recommendation
Background Check

Office Use Only:
Program Rate: \$ _____
of programs in Session: _____



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR CONCESSION STAND OPERATOR**

THIS IS AN AGREEMENT, made this _____ day of _____, 2022, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

TOP SHELF FOOD AND BEVERAGE MANAGEMENT LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

WITNESSTH:

THAT WHEREAS, the City of Cartersville is the owner of the Parks & Recreation Department's facilities, upon which are located concession stands used for the sale of concessions to the users of the park; and **WHEREAS**, the City of Cartersville has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined; and

WHEREAS, the CITY has made due and proper advertisement of the nature and terms of this Contract and has accepted the proposal of PROVIDER.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

1. Description: Concession rights at all of the City of Cartersville Parks & Recreation Department facilities.

2. Terms of Contract: Agreement will begin as of the _____ day of July, 2022 and will exist and continue through 30th day of June, 2023.

3. Contract Amount: 15% per month of the gross revenue of all concession stand operations will be paid upon execution and a same amount on or before the fifth (5th) day of each month thereafter that the concessions stand will be in operation including the supporting documentation on the total sales for each location to the CITY to the attention of the Parks & Recreation Director, 100 Pine Grove Road, P.O. Box 1390, Cartersville GA 30120.

4. General Terms and Conditions:

(a) PROVIDER will provide concessions (or shall make arrangements for doing so) during all practices, games and tournaments played at any of the Parks & Recreation Department's facilities and exceptions will require prior approval of the City of Cartersville Parks & Recreation Director.

(b) Prices of concessions, or updates to pricing, must be submitted to the Parks & Recreation Director for approval.

(c) PROVIDER will maintain the areas around the concession site within ten (10) feet thereof in a clean and orderly manner, picking up all trash, litter or debris and depositing the same in receptacles provided by Owner for that purpose.

(d) PROVIDER shall be responsible for the entire operation of concessions at each Parks & Recreation facility and in connection therewith shall (1) provide all equipment required; (2) keep concession area and equipment in a safe and sanitary condition and meet all health standards of the City/County Health Department and/or State of Georgia; (3) maintain the facility in as good condition as the same area in the beginning of this Agreement, fair wear and tear excepted.

(e) All service performed by the PROVIDER shall be prompt and courteous.

(f) CITY shall provide all utilities required to operate the premises, PROVIDER's contribution thereto being included in the rental hereinabove established.

(g) No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the CITY.

(h) This agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.

(i) Should PROVIDER violate any term or provision of this Contract, and fail to remedy the same within thirty (30) days' notice after default, CITY may immediately terminate the contract.

(j) Contract can be terminated by either party with a thirty (30) day written notice to the other party.

(k) CITY will maintain property and liability insurance on all facilities. PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Cartersville as additional insured.

(l) IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

(m) E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

(n) INSURANCE - PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- \$1,000,000 Combined Single Limit – each occurrence
- \$2,000,000 Combined Single Limit – general aggregate
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$100,000 each accident
 \$500,000 Disease-policy limit
 \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.


CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: 

NAME: Tony Black

TITLE: Owner

COMPANY: Top Shelf Concession

[AFFIX CORPORATE SEAL

NOTARY:

Who is

personally known

or

proved to me based on satisfactory evidence to be the person

who appeared before me.





(Signature of Notary Public)
Notary Public, State of Georgia Stamp/Seal

My commission expires: 9/19/2024



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2022, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

WIRE2WIRE RUNNING, LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **RUNNING AND RUNNING RELATED PROGRAM SERVICES** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. **PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.**

1.4 The fees charged to each participant will be as described in **Exhibit “A”** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER’S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business except as approved by the CITY. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit “A”**) unless approved by the CITY. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the CITY OF CARTERSVILLE BOARD OF EDUCATION as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

Parks and Recreation Agreement for Outside Providers

1.11 All employees, assistants, volunteers, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures, as well as those of the CITY OF CARTERSVILLE BOARD OF EDUCATION, and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and CITY OF CARTERSVILLE BOARD OF EDUCATION harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0
Equipment & Materials

- 2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.
- 2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.
- 2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.
- 2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.
- 2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0
Program Size Minimums:

- 3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0
Compensation and Method of Payment

- 4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **25%** of the gross registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **75%** of such fees paid, exclusive of the \$20.00 non-resident surcharge. The \$20.00 non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.
- 4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then ser

the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Parks and Recreation Agreement for Outside Providers

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- \$1,000,000 Combined Single Limit – each occurrence
- \$2,000,000 Combined Single Limit – general aggregate
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker’s Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter’s employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer’s Liability \$100,000 each accident
\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor’s letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0
Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum (see **Exhibit A Program Enrollment**), the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be re-evaluated and execution or termination of the contract will be determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2023**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY. The CITY is NOT liable for any fees paid to PROVIDER.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY and the CITY OF CARTERSVILLE BOARD OF EDUCATION, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, the CITY OF CARTERSVILLE BOARD OF EDUCATION, or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - Contractor shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Contractor shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: David Matherne
NAME: David Matherne
TITLE: Co-Owner
COMPANY: WIRE2WIRE RUNNING, LLC

[AFFIX CORPORATE SEAL]

NOTARY: Breanna McCreary

Matt Terry
Matt Terry
Co-Owner

Who is

personally known

or

_____ proved to me based on satisfactory evidence to be the person

who appeared before me.

Breanna McCreary

(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: 5/4/2025





CERTIFICATE OF LIABILITY INSURANCE

Meeting: June 16, 2022 Item 23.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Road, Suite 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 E-MAIL ADDRESS: mmayers@insmgt.com	FAX (A/C, No): (765) 664-0761
	INSURER(S) AFFORDING COVERAGE	
INSURED Road Runners Club of America/2022 and Its Member Clubs 1501 Langston Boulevard Suite 140 Arlington VA 22209	INSURER A: National Casualty Company	NAIC # 11991
	INSURER B: Nationwide Life Insurance Company	NAIC # 66869
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022 \$1M Club **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

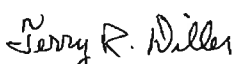
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO000008971200	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			KRO000008971200	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031850400	12/31/2021	12/31/2022	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RRCA Club Member Certificate of Insurance

Effective date: 03/24/2022

Processed by RMV

CERTIFICATE HOLDER Wire2Wire Running, LLC PO Box 4372 Cartersville GA 30120-1723	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2021, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

LEGION LACROSSE LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **LACROSSE LEAGUES, CAMPS, and CLINICS** at the following locations: Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business except as approved by the CITY. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**) unless approved by the CITY. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the CITY OF CARTERSVILLE BOARD OF EDUCATION as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All employees, assistants, volunteers, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER'S techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY'S and DEPARTMENT'S policies, rules, regulations and procedures, as well as those of the CITY OF CARTERSVILLE BOARD OF EDUCATION, and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and CITY OF CARTERSVILLE BOARD OF EDUCATION harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0
Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0 **Program Size Minimums:**

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0 **Compensation and Method of Payment**

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **20%** of the gross registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **80%** of such fees paid, exclusive of the \$20.00 non-resident surcharge. The **\$20.00** non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send

the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0 **Independent PROVIDER**

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law.

The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum (**see Exhibit A Program Enrollment**), the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be re-evaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2022**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY. The CITY is NOT liable for any fees paid to PROVIDER.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0
Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY and the CITY OF CARTERSVILLE BOARD OF EDUCATION, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, the CITY OF CARTERSVILLE BOARD OF EDUCATION, or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0
Americans with Disabilities Act

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - Contractor shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Contractor shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: _____
NAME: JASON TAPP
TITLE: PRESIDENT
COMPANY: LEGION LACROSSE LLC

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

____personally known

or

____proved to me based on satisfactory evidence to be the person

who appeared before me.

(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: _____

EXHIBIT "A"
PROGRAM REQUEST FORM

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program***

Name of Program: _____

Participant Ages: _____

Day/s of the week program is offered: _____

Time of Program: _____ to _____

Program Dates: _____ to _____

Program Fee: _____

Program Enrollment: Minimum _____ Maximum _____

Materials to be supplied by participants: _____

Materials to be supplied by PROVIDER: _____

Materials to be supplied by CITY: _____

Additional Program Requirements: _____

PROVIDER ('s) Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: (Day) _____ (Evening) _____

(E-mail): _____ (Fax) _____

Minimum Requirements:
1,000,000 General Liability Insurance
Letter(s) of Recommendation
Background Check

Office Use Only:
Program Rate: \$ _____
of programs in Session: _____

EXHIBIT "A"
PROGRAM REQUEST FORM

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program***

Name of Program: Cartersville Youth Lacrosse (powered by Legion)

Participant Ages: Fourteen and under or K-8

Day/s of the week program is offered: Every day

Time of Program: Practices will be held on weekdays at coaches' discretion between 5pm-8pm, Games will be held on Saturdays between 8am and 8pm

Program Dates: Fall Season (Mid-August through Mid-November) Spring Season (Mid-January through Mid-May)

Program Fee: \$250.00 per participant

Program Enrollment: Minimum 18 Maximum None

Materials to be supplied by participants: Boys will need to provide their own lacrosse sticks, helmets, mouthguards, shoulder pads, arm pads, gloves, water bottles, and athletic protectors. Girls will need to provide their own lacrosse stocks, protective goggles, mouthguards, water bottles, and gloves (optional).

Materials to be supplied by PROVIDER: Website, lacrosse balls, game officials, coaches' bags, first aid kits, cones, dry-erase boards, practice pinnies, uniforms (jersey and shorts or skirt), scoreboards, clocks, field paint, and air horns.

Materials to be supplied by CITY: Lacrosse goals with nets, field space, and marketing assistance.

Additional Program Requirements: Volunteers will be required to coach and assist, provider can offer training.

PROVIDER ('s) Name: Legion Lacrosse LLC

Address: 1311 Willow Tree Drive, Suite 300

City/State/Zip Code: Woodstock, GA 30188

Phone Number: (Day) 404-689-6622 (Evening) 678-689-5592

(E-mail): jasonapp@legionlax.co (Fax) None

Minimum Requirements:
1,000,000 General Liability Insurance
Letter(s) of Recommendation
Background Check

Office Use Only:
Program Rate: \$ _____

of programs in Session: _____

EXHIBIT "A"
PROGRAM REQUEST FORM

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program***

Name of Program: Cartersville Youth Lacrosse Camp

Participant Ages: Fourteen and under or K-8

Day/s of the week program is offered: Monday through Wednesday

Time of Program: 9am – 2:00pm

Program Dates: TBD

Program Fee: \$250.00 per participant

Program Enrollment: Minimum 20 Maximum None

Materials to be supplied by participants: Boys will need to provide their own lacrosse sticks, helmets, mouthguards, shoulder pads, arm pads, gloves, water bottles, and athletic protectors. Girls will need to provide their own lacrosse stocks, protective goggles, mouthguards, water bottles, and gloves (optional).

Materials to be supplied by PROVIDER: Event marketing, lacrosse balls, first aid kits, cones, practice pinnies, water, and treats and prizes.

Materials to be supplied by CITY: Lacrosse goals with nets, field space, and marketing assistance.

Additional Program Requirements: None

PROVIDER ('s) Name: Legion Lacrosse LLC

Address: 1311 Willow Tree Drive, Suite 300

City/State/Zip Code: Woodstock, GA 30188

Phone Number: (Day) 404-689-6622 (Evening) 678-689-5592

(E-mail): jason tapp@legion lax.co (Fax) None

Minimum Requirements:
1,000,000 General Liability Insurance
Letter(s) of Recommendation
Background Check

Office Use Only:
Program Rate: \$ _____
of programs in Session: _____

EXHIBIT "A"
PROGRAM REQUEST FORM

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program***

Name of Program: Cartersville Youth Lacrosse Clinic

Participant Ages: Fourteen and under or K-8

Day/s of the week program is offered: Sundays

Time of Program: 1pm-3pm

Program Dates: TBD

Program Fee: \$40.00 per participant

Program Enrollment: Minimum 20 Maximum None

Materials to be supplied by participants: All registrants must bring a bagg water bottle.

Materials to be supplied by PROVIDER: Event marketing, lacrosse balls, first aid kits, cones, practice pinnies, extra water, and treats/prizes.

Materials to be supplied by CITY: Lacrosse goals with nets, lacrosse sticks, field space, and marketing assistance.

Additional Program Requirements: None

PROVIDER ('s) Name: Legion Lacrosse LLC

Address: 1311 Willow Tree Drive, Suite 300

City/State/Zip Code: Woodstock, GA 30188

Phone Number: (Day) 404-689-6622 (Evening) 678-689-5592

(E-mail): jasontapp@legionlax.co (Fax) None

Minimum Requirements:
1,000,000 General Liability Insurance
Letter(s) of Recommendation
Background Check

Office Use Only:
Program Rate: \$ _____

of programs in Session: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Contracts for Performing Services
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The agencies and amounts for this year are:</p> <ul style="list-style-type: none"> • Cartersville-Bartow Library/ \$469,500 • Cultural Arts Alliance/ \$41,000 • Juvenile Court/ \$15,000 • Bartow Health Access/ \$2,000 • Good Neighbor Homeless Shelter/ \$2,000 • Eddie Lee Wilkins Youth Association/ \$18,000 • Bartow-Cartersville Joint Development Authority/ \$200,000 • Downtown Development Authority/ \$220,000 <p>All of these contracts are budgeted in FY2022.</p>
LEGAL:	The original contract was reviewed by Archer & Lovell.

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cartersville-Bartow County Library System** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide all citizens of the city with resources and services to help met their information, educational, cultural, and recreational needs.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$469,500.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2022 - June 30, 2023

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Library Systems
Carmen Sims
429 W. Main Street
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20 ____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20 ____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Carmen Sims

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow County Library System

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Carmen Sims 3-18-22
Signature of Applicant: Date

Carmen Sims
Carmen Sims
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
18 DAY OF March, 2022

Tiffany D Dotson
Notary Public
My Commission Expires: 9-28-24



_____ number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

331040
EEV/Basic Pilot Program* User Identification Number

Carmen Sims
BY: Authorized Officer or Agent
(Contractor Name)

3-18-2022
Date

Bartow County Library System
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

429 West Main Street Cartersville GA 30120
Contractor Address

Carmen Sims
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
18 DAY OF March, 2022

Tiffanie Dotson
Notary Public
My Commission Expires:
9-28-2024



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cultural Arts Alliance of Cartersville/Bartow County, Inc.** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide various cultural activities for the citizens of Cartersville, Georgia

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$41,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2022 - June 30, 2023

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to the

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cultural Arts Alliance of Cartersville/Bartow County, Inc.
Meghann Humphreys
P.O. Box 243
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20 ____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20 ____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

333898
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

March 21, 2022
Date

Cultural Arts Alliance of Cartersville-Bartow Co. - President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 243, Cartersville, Georgia 30120
Contractor Address

Meghann K. Humphreys
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21st DAY OF March, 2022

[Signature]
Notary Public
My Commission Expires:
1-9-24



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Megham K. Humphreys, President

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Cultural Arts Alliance of Cartersville-Bartow County

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature] 03/21/22
Signature of Applicant: Date

Megham K. Humphreys 03/21/22
Printed Name: Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21st DAY OF March, 2022

[Signature]
Notary Public
My Commission Expires:
1-9-20



* Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow County Juvenile Court** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide substance abuse prevention education

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2022 - June 30, 2023

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Juvenile Court of Bartow County
Judge Neal Brunt
135 Cherokee Avenue
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

137838
EEV/Basic Pilot Program* User Identification Number

Steve Taylor
BY: Authorized Officer or Agent
(Contractor Name)

03-08-2022
Date

Bartow County
Contractor/Entity Name

County Commissioner
Title of Authorized Officer or Agent of Contractor

135 West Cherokee Avenue, Suite 251, Cartersville, Georgia 30120
Contractor Address

Steve Taylor
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
8th DAY OF March, 2022

Debbie Andersen
Notary Public
My Commission Expires: 7-22-23



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Steve Taylor, County Commissioner
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow County Juvenile Court of Bartow County
[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

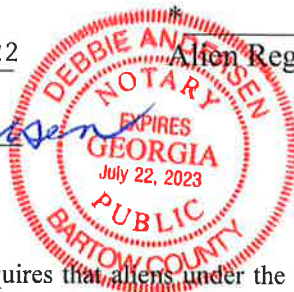
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Steve Taylor 03-08-2022
Signature of Applicant: Date

Steve Taylor, Commissioner
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
8th DAY OF March, 2022

Debbie Andersen
Notary Public
My Commission Expires:



* Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow Health Access** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Bartow Health Access, Inc. is organized exclusively for charitable and educational purposes, to provide accessible health care for those without insurance; more specifically, to create premier health status in our community by enhancing, coordinating and providing plans and partnerships which address accessibility, accountability, prevention, education and information.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2022 – June 30, 2023

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow Health Access
C/o Gary James
31 Point North Dr #105
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20 ____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20 ____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Gary James

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow Health Access d/b/a Tonsmeire Community Clinic

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17th DAY OF March 2022

Sheila A. Siniard
Notary Public

My Commission Expires: 1-15-24

[Signature] 3-11-22
Signature of Applicant: Date

Gary James 3-11-22
Printed Name:

* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

20-8092710
EEV/Basic Pilot Program* User Identification Number

03-10-2022

BY: *Gary James*
Authorized Officer or Agent
(Contractor Name)

Date

Bartow Health Access d/b/a Tonsmeire Community Clinic Executive Director

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

31 Pointe North Drive Cartersville, Ga. 30120

Contractor Address

Gary James

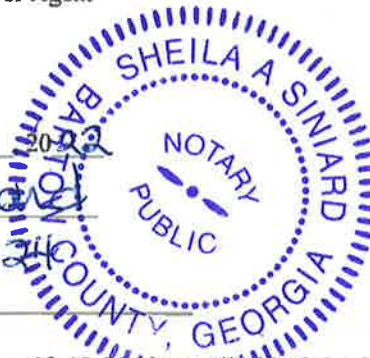
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF March

2022

Sheila A. Siniard
Notary Public

My Commission Expires: 1-15-2024



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Good Neighbor House**

hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Operate a temporary homeless shelter for homeless men, women & families in the City of Cartersville. Clients receive shelter, food, clothing, mail/phone access, and assistance in locating housing.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2022 – June 30, 2023

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Good Neighbor House
Jessica Mitcham
PO Box 664
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this
_____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Jessica Mitcham
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Homeless Shelter Action Committee Inc
[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



Jessica Mitcham 3/17/22
Signature of Applicant: Date

Jessica Mitcham
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17 DAY OF March, 2022
Amanda Pruitt

Notary Public
My Commission Expires:

* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

332020
EEV/Basic Pilot Program* User Identification Number

Jessie N Mitcham
BY: Authorized Officer or Agent
(Contractor Name)

3/17/22
Date

Homeless Shelter Action Committee Inc Executive Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

PO Box 664 Cartersville GA 30120
Contractor Address

Jessica Mitcham
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17 DAY OF March, 20 22
Amanda Pruitt
Notary Public
My Commission Expires:
11-12-2022



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW
AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Eddie Lee Wilkins (ELW) Youth Association** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

The ELW Youth Association, Inc. will conduct an athletic, social intervention and educational Summer Program for the youth of Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

The City of Cartersville will pay a total of \$18,000.00 for the 2023 Summer Program in one (1) installment. Prior to the payment being made, the Contractee must provide a written contract indicating that they have the use of an approved basketball gymnasium to conduct the program. If said contract is not provided by the date of the payment due hereunder, this Agreement shall be null and void and the City has no further obligations to Contractee. The installment will be paid on or about June 30, 2023.

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2022 – June 30, 2023

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Eddie Lee Wilkins, Executive Director
162 Concord Close Circle
Smyrna, GA 30082

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

319045
EEV/Basic Pilot Program* User Identification Number

Eddie Lee Wilkins (ELW) Youth Assn, Inc. 3/7/2022
BY: Authorized Officer or Agent Date
(Contractor Name)

Eddie Lee Wilkins (ELW) Youth Assn, Inc. Dawn Wilkins, Vice-President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 722 Cartersville, GA 30120
Contractor Address

Dawn Wilkins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
7 DAY OF March, 2022

[Signature]
Notary Public
My Commission Expires:
08/25/2025



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow Cartersville Joint Development Authority** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To operate and provide for a Cartersville-Bartow County Department of Economic Development that works to maintain a balance of industrial, commercial and residential growth while protecting resources, the environment and the quality of life in Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$200,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2022 – June 30, 2023

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to th

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Dept. of Economic Development
C/o Melinda Lemmon
P.O. Box 2224
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

By: _____

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

409322
EEV/Basic Pilot Program* User Identification Number

Melinda Lemmon
BY: Authorized Officer or Agent
(Contractor Name)

3/21/2022
Date

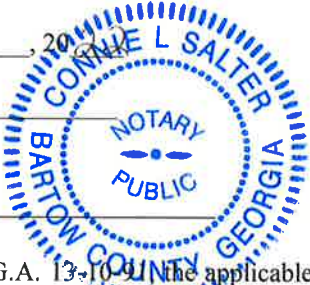
Bartow-Cartersville Joint Dev. Authority Executive Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 2224
Contractor Address

Melinda Lemmon
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21st DAY OF March, 2022

Connie L. Salter
Notary Public
My Commission Expires:
Feb. 3, 2025



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Melinda Lemman
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow-Cartersville Joint Development Authority
[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

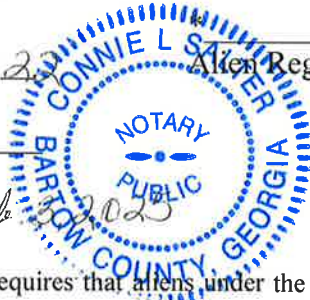
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Melinda Lemman 3/21/2022
Signature of Applicant: Date

Melinda Lemman
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21st DAY OF March, 2022 Alien Registration number for non-citizens

Cornie L. Salter
Notary Public
My Commission Expires: Feb 2023



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW
AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Downtown Development Authority** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To revitalize and redevelop the central business district of the City by promoting trade, commerce, industry and employment opportunities and maintaining the historic district for generations to come.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$220,000.00 per year to be paid at \$55,000.00 each calendar quarter

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2022 - June 30, 2023

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Downtown Development Authority
Ms. Lillie Read
P.O. Box 1390
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20 ____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20 ____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

Lillie Read
BY: Authorized Officer or Agent
(Contractor Name)

4-6-22
Date

Cartersville Downtown Development Authority Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

1 Friendship Plaza, Cartersville, GA 30120
Contractor Address

Lillie Read
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6 DAY OF April, 2022

S Fincher
Notary Public
My Commission Expires: 1/23/23



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Lillie Read

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Cartersville Downtown Development Authority

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Lillie Read
Signature of Applicant:

4-6-22
Date

Lillie Read
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

6 DAY OF April, 2022

* _____
Alien Registration number for non-citizens

Samantha Fincher

Notary Public

My Commission Expires:



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 16, 2022
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	April 2022 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for April 2022.
LEGAL:	None

MONTHLY SUMMARY
As of April 30, 2022

	FY 2020-21 MONTH OF April-21	FY 2021-22 MONTH OF April-22	FY 2020-21 Year to Date April-21	FY 2021-22 Year to Date April-22	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Projects, Tax Revenue & Expenditures</i>					
REVENUE	\$1,822,600	\$3,001,776	\$24,493,598	\$27,091,974	97.51%
EXPENDITURE	\$2,383,649	\$3,250,178	\$21,637,690	\$24,801,128	89.27%
Gen. Fund Net Profit (Loss)	(\$561,049)	(\$248,402)	\$2,855,908	\$2,290,846	
The FY2021 General Fund revenues included \$1,139,086 of CARES Act funding which was a one-time grant contribution					
WATER & SEWER					
REVENUE	\$2,043,463	\$1,956,170	\$19,308,732	\$21,690,622	64.60%
EXPENDITURE	\$1,767,380	\$1,350,760	\$25,388,019	\$15,885,203	47.31%
Wtr. & Swr. Fund Net Profit (Loss)	\$276,083	\$605,410	(\$6,079,287)	\$5,805,419	
As of April 30, 2022 a total of \$3,821,613 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds					
GAS					
REVENUE	\$2,278,918	\$3,319,833	\$21,041,326	\$31,322,351	106.73%
EXPENDITURES	\$1,801,603	\$2,552,730	\$17,985,998	\$26,401,963	89.97%
Gas Fund Net Profit (Loss)	\$477,315	\$767,103	\$3,055,328	\$4,920,388	
ELECTRIC					
REVENUE	\$3,643,353	\$6,456,792	\$39,586,683	\$44,108,210	84.01%
EXPENDITURES	\$3,907,301	\$4,289,228	\$39,499,159	\$42,790,777	81.50%
Electric Fund Net Profit (Loss)	(\$263,948)	\$2,167,564	\$87,524	\$1,317,433	
STORMWATER					
REVENUE	\$128,149	\$128,041	\$1,284,994	\$1,292,335	83.86%
EXPENDITURE	\$108,292	\$96,442	\$1,320,567	\$1,030,547	66.88%
Stormwater Fund Net Profit (Loss)	\$19,857	\$31,599	(\$35,573)	\$261,788	
SOLID WASTE					
REVENUE	\$248,293	\$248,250	\$2,464,042	\$2,828,674	91.99%
EXPENDITURE	\$182,395	\$195,443	\$2,352,995	\$2,604,460	84.70%
Solid Waste Fund Net Profit (Loss)	\$65,898	\$52,807	\$111,047	\$224,214	
FIBER OPTICS					
REVENUE	\$207,803	\$214,894	\$1,997,017	\$2,109,083	87.36%
EXPENDITURE	\$180,053	\$179,220	\$1,672,497	\$1,853,949	76.79%
Fiber Fund Net Profit (Loss)	\$27,750	\$35,674	\$324,520	\$255,134	

	Description	4/30/2022	FY 2022 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$27,091,974	\$27,783,465	97.51%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,597,259	\$4,735,630	97.08%
	Local Option Sales Tax (LOST)	\$4,652,772	\$4,339,095	107.23%
	Other Taxes	\$8,611,306	\$7,998,045	107.67%
	Building Permit & Inspection Fees	\$692,083	\$489,150	141.49%
	Fines and Forfeitures	\$294,957	\$300,000	98.32%
	Operating Transfers In-City Utilities	\$2,631,583	\$3,776,695	69.68%
	Other Revenues	\$4,173,461	\$6,144,850	67.92%
	School Bonds	\$1,438,553	\$0	#DIV/0!
	Total Expenditures	\$24,801,129	\$27,783,465	89.27%
	Personnel Expenses	\$16,745,313	\$19,763,850	84.73%
	Operating Expenses	\$5,808,007	\$6,986,115	83.14%
	Capital Expenses	\$344,756	\$569,000	60.59%
	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	\$21,690,622	\$33,575,495	64.60%
	Water Sales	\$13,048,635	\$13,132,300	99.36%
	Sewer Sales	\$7,684,463	\$7,279,000	105.57%
	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	\$957,524	\$586,500	163.26%
	Total Expenditures	\$15,885,204	\$33,575,495	47.31%
	Personnel Expenses	\$3,388,356	\$4,317,490	78.48%
	Operating Expenses	\$3,050,810	\$4,751,865	64.20%
	Capital Expenses	\$583,642	\$9,368,160	6.23%
Capital Expenses (Bond Funds)	\$3,821,613	\$9,100,000	42.00%	
Transfer To General Fund	\$2,017,974	\$2,420,705	83.36%	
Debt Payments	\$3,022,809	\$3,617,275	83.57%	
Gas Fund	Total Revenues	\$31,322,351	\$29,346,250	106.73%
	Gas Sales	\$28,680,192	\$24,254,285	118.25%
	Gas Commodity Charge	\$1,245,608	\$1,465,360	85.00%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,396,551	\$1,095,550	127.47%
	Use of Reserves	\$0	\$1,856,055	0.00%
	Contributions from Other Funds	\$0	\$675,000	0.00%
	Total Expenses	\$26,401,963	\$29,346,250	89.97%
	Personnel Expenses	\$1,940,602	\$2,568,455	75.56%
	Operating Expenses	\$1,175,038	\$1,435,660	81.85%
Purchase of Natural Gas	\$18,950,599	\$15,205,340	124.63%	
Transfer to General Fund	\$2,673,420	\$3,208,105	83.33%	
Debt Service	\$845,109	\$854,355	98.92%	
Capital Expenses	\$817,195	\$6,074,335	13.45%	

	Description	4/30/2022	FY 2022 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$44,108,210	\$52,501,920	84.01%
	Electric Sales	\$40,303,306	\$49,067,080	82.14%
	Other Revenues	\$3,804,904	\$1,597,375	238.20%
	Use of Reserves	\$0	\$1,837,465	
	Total Expenses	\$42,790,777	\$52,501,920	81.50%
	Personnel Expenses	\$2,326,679	\$2,658,450	87.52%
	Operating Expenses	\$1,301,081	\$1,797,670	72.38%
	Purchase of Electricity	\$35,546,960	\$41,843,060	84.95%
	Capital Expenses	\$1,073,995	\$3,152,265	34.07%
	Transfer to General Fund	\$2,542,062	\$3,050,475	83.33%
Stormwater Fund	Total Revenues	\$1,292,335	\$1,541,000	83.86%
	Stormwater Revenues	\$1,275,569	\$1,526,000	83.59%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$16,766	\$15,000	111.77%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,030,547	\$1,541,000	66.88%
	Personnel Expenses	\$687,051	\$825,610	83.22%
	Operating Expenses	\$343,496	\$478,610	71.77%
Capital Expenses	\$0	\$236,780	0.00%	
Solid Waste Fund	Total Revenues	\$2,828,674	\$3,075,000	91.99%
	Refuse Collections Revenues	\$2,486,867	\$2,899,500	85.77%
	Other Revenues	\$66,013	\$50,500	130.72%
	Proceeds From Capital Leases	\$275,794	\$125,000	220.64%
	Total Expenses	\$2,604,460	\$3,075,000	84.70%
	Personnel Expenses	\$1,077,115	\$1,386,040	77.71%
Operating Expenses	\$1,300,743	\$1,563,960	83.17%	
Capital Expenses	\$226,602	\$125,000	181.28%	
Fiber Optics Fund	Total Revenues	\$2,109,083	\$2,414,200	87.36%
	Fiber Optics Revenues	\$1,956,476	\$2,256,600	86.70%
	GIS Revenues	\$95,750	\$115,500	82.90%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$56,857	\$42,100	135.05%
	Total Expenses	\$1,853,949	\$2,414,200	76.79%
	Personnel Expenses	\$689,581	\$829,615	83.12%
	Operating Expenses	\$959,303	\$945,060	101.51%
	MEAG Telecom Statewide Pymt	\$6,576	\$9,000	0.00%
	Debt Payment	\$5,222	\$6,095	0.00%
Capital Expenses	\$72,909	\$480,000	15.19%	
Transfers to General Fund	\$120,358	\$144,430	83.33%	

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		
Total Restricted Cash Balance		\$193,609,751.23	\$193,575,290.79	\$194,343,099.78	\$192,464,827.16		

Highlights for the Month of April 2022:
 Unrestricted cash increased due to increases in the Water, Gas, Stormwater, Solid Waste and Fiber Funds while decreases occurred in the General, Electric, Garage, and Grant Funds.

Restricted cash decreased due to decreases in the TPD and Pension Funds.
 Off setting increases occurred in the DEA, Hotel-motel, TPD, Motor Vehicle Tax, SPLOST 2003, SPLOST 2020, ND Debt Service Funds.

SPLOST Account Balances	
SPLOST 2003	\$60,313.70
SPLOST 2014	\$231,991.10
SPLOST 2020	\$5,407,768.81