



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, March 16, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

- [1.](#) March 2, 2023 Council Meeting Minutes

APPOINTMENTS

- [2.](#) Wade Wilson

PRESENTATIONS

- [3.](#) FY 2022 Audit Presentation

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

- [4.](#) Z23-01. 405-B Old Mill Rd. Applicant: Berrey Properties Inc.
- [5.](#) Z23-02. 8 Mimosa Terrace. Applicant: William Moore

FIRST READING OF ORDINANCES

- [6.](#) Panhandling

SECOND READING OF ORDINANCES

- [7.](#) Noise Ordinance
- [8.](#) Signs and Outdoor Advertising Ordinance Update

CONTRACTS/AGREEMENTS

- [9.](#) Addendum for City Hall Elevator Multimedia Monitoring
- [10.](#) Geo Hydro Inspections and NPDES Compliance Services
- [11.](#) GDOT Bartow-Douthit Ferry: Response to Funding Request
- [12.](#) Cartersville – Bartow County Water Contract
- [13.](#) Dedication and Maintenance Agreement, Everton Estates – Phase II

BID AWARD/PURCHASES

- [14.](#) Zero Turn Mower Replacement
- [15.](#) Hicks Park Backstop Netting Repair and Replacement
- [16.](#) Portable Baseball Mounds
- [17.](#) West Georgia Lighting Invoice
- [18.](#) Medium Duty Truck

MONTHLY FINANCIAL STATEMENT

- [19.](#) January 2023 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:	March 16, 2023
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	March 2, 2023 Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Meeting Minutes from March 2, 2023, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
February 16, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

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

Council Member Hodge made a motion to go into a Closed Session for the purposes of Personnel. Council Member Stepp seconded the motion. The motion carried unanimously. Vote: 5-0

Mayor Santini closed Work Session at 6:50 P.M.

OPENING MEETING

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Stepp.

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

Absent: Taff Wren, Council Member Ward Six

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. February 16, 2023, Council Meeting Minutes

Council Member Fox made a motion to approve the February 16, 2023, Meeting Minutes. Council Member Hodge seconded the motion. The motion carried unanimously. Vote: 5-0

APPOINTMENTS

2. Cartersville Building Authority Appointment

Dan Porta, City Manager, stated Tamara Brock had submitted her resignation from the

Cartersville Building Authority, and as in past appointments, the City Manager has been appointed to this Board. Therefore, it was recommended that the City Council appoint Dan Porta for this Board with a term expiration date of 5/15/2024.

Council Member Fox made a motion to approve the Cartersville Building Authority Appointment. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

FIRST READING OF ORDINANCES

3. Noise Ordinances

Keith Lovell, Assistant City Attorney, stated the current Noise Ordinance is being amended to add restrictions to engine, muffler and/or exhaust system noise and was being recommended for approval.

This is a first reading and will be voted on at the March 16, 2023, City Council Meeting.

Mayor Santini made the comment that the first reading of ordinances for Urban Camping and Panhandling will be removed from the agenda.

4. Signs and Outdoor Advertising Ordinance Update

Freddy Morgan, Assistant City Manager, stated an ordinance revision updating the definition of a pole banner with language that allows the City of Cartersville and the DDA to place banners that were approved under the Pole Banner Policy.

This is a first reading and will be voted on at the March 16, 2023, City Council Meeting.

CONTRACTS/AGREEMENTS

5. Service Agreement with Georgia Interpreting Services Network

Mr. Morgan stated the Municipal Court needs access to court certified sign language interpreters. A subpoenaed witness in an upcoming trial is deaf and we will need to utilize the interpreter during the proceedings. Georgia Interpreting Services Network (GISN) provides the required interpreter services, and we are asking for Council approval to enter into this agreement.

Council Member Hodge made a motion to approve the Service Agreement with Georgia Interpreting Services Network. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

6. Fourth Quarter 2022 Motorola Radio Invoice

Mr. Morgan stated Bartow County has submitted the fourth 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 approval was recommended to pay this invoice in the amount of \$36,435.75.

Council Member Cooley made a motion to approve the Fourth Quarter 2022 Motorola Radio Invoice. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

7. New World 2023 Software Maintenance Cost

Mr. Morgan stated Bartow County has submitted the calendar year 2023 software maintenance cost invoice for the New World (Tyler Technologies) system that is used by our Fire and Police Departments. This is a budgeted item and approval was recommended to pay this invoice in the amount of \$43,003.10.

Council Member Roth made a motion to approve the New World 2023 Software Maintenance Cost. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

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

8. GPON Fiber Optic Platform

Steven Grier, FiberCom Director, requested approval to pay \$101,145.82 for a new fiber optic delivery system from DZS. This is the system that FiberCom uses to deliver internet services to customers and some city/county locations. This is to replace the aging service delivery system. This is not a budgeted item and will be paid for with funds from the 2020 SPLOST.

Council Member Fox made a motion to approve the GPON Fiber Optic Platform. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 5-0

9. Fiber Pathway Installation

Mr. Grier this item is for the construction and installation of another fiber pathway to be built to 100 Busch Dr. in order to install services to Werner Enterprises. The total amount is \$29,987.48 from NCI. This is not a budgeted item but will be funded with the 2020 SPLOST and was recommended for approval.

Council Member Fox made a motion to approve the Fiber Pathway Installation. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

10. Meters for 175 E. Main Apartments

Derek Hampton, Electric Department Director, stated the Electric Department is requesting authorization to purchase the necessary (224) Sensus 12S meters from Equipment Controls Company, Inc. to serve power to the 175 E. Main Apartments project. The cost is \$41,074.88.

This is a budgeted expense.

Council Member Fox made a motion to approve Meters for 175 E. Main Apartments. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

11. Replacement Vehicle

Frank McCann, Fire Chief, stated On December 19, 2022, one of our patrol vehicles (Unit #4271 - 2018 Dodge Charger) answered a call at the Savoy Museum. While the patrol officer’s vehicle was passing over the steel bollards, the security officer at the museum raised the patrol vehicle off the ground doing extensive damage to the vehicle, which was subsequently totaled.

On December 28, 2022, a 2022 Ford Explorer (\$36,800.00) was purchased from Brannen Motor Company to replace the above noted vehicle. I am requesting approval to pay for the replacement vehicle with insurance funds from the totaled vehicle (\$23,180.00) and federal asset forfeiture funds (\$13,620.00). This is not a budgeted item.

Council Member Hodge made a motion to approve the Replacement Vehicle. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

12. D & C Material Restock

Sidney Forsyth, Water Department Director, stated quotes were requested for various restock items needed for maintenance and repair of water lines and meter settings. The following quotes were received:

Consolidated Pipe and Supply	\$8,571.80
Core & Main	\$8,961.75
Fortiline Waterworks	\$9,915.54

It was recommended to approve the low bid from Consolidate Pipe and Supply of \$8,571.80. This is a budgeted expense to be paid from account #505.3320.52.2380.

Council Member Roth made a motion to approve the D&C Material Restock. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 5-0

13. Water Meter Invoice

Mr. Forsyth stated in June 2022 the water meter inventory was incredibly low and supply chain interruptions caused lengthy delays in meter deliveries. We requested any meters available from numerous suppliers to maintain sufficient stock. We received one pallet of 100 Neptune meters in September 2022 from Delta Municipal Supply. Although these were not AMI compatible meters, it was necessary that we use them as stock for meter installations.

Soon afterward, AMI meters were more easily obtained and the remaining order for non-AMI meters was cancelled. We received an invoice for the 100 Neptune meters from Delta Municipal Supply for \$7,750.00. I recommend your approval to pay this invoice from account

#505.3320.52.2390. This is a budgeted expense.

Council Member Roth made a motion to approve the Water Meter Invoice. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

CONTRACTS/AGREEMENTS

14. Brown Farm Road Sewer Lift Station Transfer

Mr. Forsyth stated due to the rate of industrial, commercial, and residential development requesting access to sewer service around this lift station, there needs to be a significant upgrade to the pumps and wet-well.

Since all of this proposed development would be served by Bartow County water and sewer, it became apparent that the best course of action would be to transfer ownership of the lift station to the County. The County has subsequently agreed to this transfer.

In addition to the lift station, force main, and associated easements, we will be transferring sewer service for 165 connected customers to the County. These County water customers will now also become County sewer customers.

Approval was recommended for this transfer and request the Mayor and City Clerk sign all required sale, deed, and easement documents.

Council Member Fox made a motion to approve the Brown Farm Road Sewer Life Station Transfer. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

RESOLUTIONS

15. SAFER Resolution

Hagen Champion, Deputy Fire Chief, stated approval was recommended of a resolution that will support an authorization to seek a grant from FEMA. This grant is called SAFER (Staffing for Adequate Fire and Emergency Response). If approved, this grant will provide 12 firefighters' salaries and fringe benefits for 36 months which will staff the new Station #5 on Carter Grove Blvd. The grant will not cover overtime, equipment, and training. The total of the grant will be \$3,138,252.50 with zero match.

Council Member Hodge made a motion to approve the SAFER Resolution. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

RESOLUTION 07-23

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDING SUBMITTED TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO RECEIVE GRANT FUNDING FROM THE FISCAL YEAR 2022 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM AND FOR OTHER PURPOSES AT A REGULAR MEETING OF THE CARTERSVILLE CITY COUNCIL HELD ON MARCH 2, 2023.

WHEREAS, the City of Cartersville agrees to submit an application to the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program; and,

WHEREAS, the purpose of said grant shall be to hire 12 (twelve) new firefighters to help the City of Cartersville meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill the mission of the fire department and allow firefighters to respond to calls for service; and,

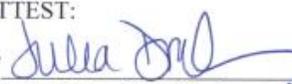
WHEREAS, the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville and promotes the public's general health, safety, and welfare to apply for said grant funding in the amount of \$3,138,252.50 which will be used to fund salary and benefits for 12 (twelve) new firefighters for the 36-month period of performance; and,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to file an application with the Federal Emergency Management Agency to receive said Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program funds in order to hire 12 (twelve) new firefighters. If awarded grant funding, the City of Cartersville is prepared to meet all financial obligations that are associated with this grant, including providing necessary equipment, training, and personnel costs for the life span of this grant as specified within this resolution; and,

BE IT FURTHER RESOLVED, that the Mayor and City Clerk of Cartersville are hereby authorized to execute any and all documents as may be required to accompany said application and to provide the Federal Emergency Management Agency any and all Support Documentation which is considered to be part of said application process.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 2nd day of March, 2023.

ATTEST:

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



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

ADDED ITEMS

16. Smith Douglas Homes Deed of Dedication

Keith Lovell, Assistant City Attorney, stated that this Deed of Dedication was needed for an easement at Jackson Farms and recommended approval.

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

17. Public Works Interim Director

Mr. Porta stated that Tommy Sanders, Public Works Director, has resigned effective March 10, 2023. Continuing, he requested approval from the Mayor and Council to accept Mr. Sanders resignation and appoint Wade Wilson as the Interim Public Works Director, effective March 11, 2023.

Council Member Fox made a motion to accept the resignation of Tommy Sanders and appoint Wade Wilson as Interim Director. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 5-0

OTHER

Mayor Santini asked if there was any other business to come before Council.

Suzanne Benoit, 215 W. Cherokee Ave., came forward to state that the city was requiring new Smart Meters and expressed her concern with the invasion of privacy due to radiation and provided a handout (Exhibit A) with research.

Janice Wright, 217 W. Cherokee Ave., came forward to express her concern about the environmental factors to our health and the health risks that these new Smart Meters will pose for her and her family’s health. She requested that the City of Cartersville provide an ‘opt-out’ option for these meters.

ADJOURNMENT

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

Meeting Adjourned at 7:23 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



Institute for Health and the Environment



WHO Collaborating Center
in Environmental Health

2 August 2016

Edward S. Finley, Jr., Chair
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, NC 27699-4300

Subject: Docket Number E-7 Sub 1115 - Smart Meter Opt-Out Fees

Dear Chairman Finley:

We, the undersigned, are a group of scientists and health professionals who together have coauthored many peer-reviewed studies on the health effects of radiofrequency radiation (RFR). We are aware that the North Carolina Utilities Commission (NCUC) is considering a proposed smart meter opt-out fee from Duke Energy, which was submitted on July 29, 2016. Smart meters, along with other wireless devices, have created significant public health problems caused by the RFR they produce, and awareness and reported problems continue to grow. With Duke Energy being America's largest utility provider and, consequently, having the largest potential smart meter implementation reach, it is imperative that the NCUC be fully aware of the harm that RFR can cause and allow utility customers to opt out of smart meter installation with no penalty.

The majority of the scientific literature related to RFR stems from cell phone studies. There is strong evidence that people who use a cell phone held directly to their ear for more than ten years are at significantly increased risk of developing gliomas of the brain and acoustic neuromas of the auditory nerve. There is also evidence that the risk of developing these cancers is greater in younger than older people. The May 2016 report from the US National Toxicology Program showing that rats exposed to cell phone radiation for nine hours per day over their life-span develop gliomas of the brain and Schwannoma of the heart (the same kind of cancer as acoustic neuroma) adds proof to the conclusions from the human health studies that radiofrequency radiation increases risk of cancer.

Smart meters and cell phones occupy similar frequency bands of the electromagnetic spectrum, meaning that cell phone research can apply to smart meter RFR. Smart meter RFR consists of frequent, very intense but very brief pulses throughout the day. Because smart meter exposure over a 24 hour period can be very prolonged (pulses can average 9,600 times a day), and because there is building evidence that the sharp, high intensity pulses are particularly harmful, the cell phone study findings are applicable when discussing adverse health impacts from smart meters.

While the strongest evidence for hazards coming from RFR is for cancer, there is a growing body of evidence that some people develop a condition called electrohypersensitivity (EHS). These individuals respond to being in the presence of RFR with a variety of symptoms, including headache, fatigue, memory loss, ringing in the ears, "brain fog" and burning, tingling and itchy skin. Some reports indicate that up to three percent of the population may develop these symptoms, and that exposure to smart meters is a trigger for development of EHS.

In short:

- Smart meters operate with much more frequent pulses than do cell phones, increasing the potential for adverse health impacts.
- Smart meter pulses can average 9,600 times a day, and up to 190,000 signals a day. Cell phones only pulse when they are on.
- Cell phone RFR is concentrated, affecting the head or the area where the phone stored, whereas smart meter RFR affects the entire body.

East Campus, 5 University Place, Room A217, Rensselaer, NY 12144-3429

PH: 518-525-2660 FX: 518-525-2665

www.albany.edu/ihe

- An individual can choose whether or not to use a cell phone and for what period of time. When smart meters are placed on a home the occupants have no option but to be continuously exposed to RFR.

We are aware that the North Carolina Department of Health and Human Services (DHHS) drafted an August 2015 report, "Health Impacts of Advanced Metering Systems (Smart Meters)," and we strongly disagree with the DHHS's Executive Summary conclusion that "There is insufficient evidence to link RF exposures to adverse health outcomes." The research findings by independent scientists point to a clearer relationship between RFR and health effects than industry-funded studies.

We read with great concern Laura Combs' and Andrew McAfee's May 5, 2016, review of public records related to the August 24, 2015, DHHS smart meter health impact report. As researchers highly involved in educating others about the many serious adverse health impacts of RFR, we strenuously object to the poor source material chosen by DHHS staff. With a leading DHHS staff member admitting that he is not qualified to review the literature, and the fact that he relied on industry representatives for assistance, the DHHS conclusion is not surprising. Further, the unscientific, medically unsupported characterization by another DHHS staff member that people who experience electromagnetic hypersensitivity are mentally ill (this staff member also stated that he is advocating for Duke Energy in relation to smart meter opt-out) reveals a public health agency that is not only incapable of producing an adequate report, but one that is not working to ensure fair treatment of and protection of the public.

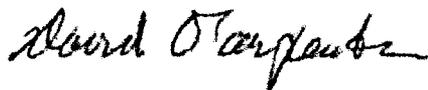
The adverse health impacts of low intensity RFR are real, significant and for some people debilitating. We want to stress three fundamentals as your agency proceeds to consider a smart meter opt-out:

- The Federal Communication Commission's safety standards do not apply to low intensity RFR.
- There is no safe level of exposure established for RFR.
- People around the world are suffering from low intensity RFR exposure, being at increased risk of developing both cancer and EHS.

Citizens rely on their government agencies for protection from harm. Accordingly, we urge the NCUC to reject any fees or tariffs associated with smart meter opt-out and allow citizens to opt out without penalty.

Thank you for your attention and consideration. What you do in this instance affects the lives of many in North Carolina and beyond.

Yours sincerely,



David Carpenter, MD
Director, Institute for Health and the Environment
University at Albany

Dr. Lennart Hardell, MD, PhD
Professor
Department of Oncology, University Hospital
Orebro, Sweden

Dr. Magda Havas, BSc, PhD
Environmental & Resource Studies, Trent University
Canada

Dr. Martha Herbert, MD, PhD
Assistant Professor of Neurology, Harvard Medical School
Pediatric Neurologist and Neuroscientist at the Massachusetts General Hospital in Boston

Dr. Sam Milham, MD, MPH
Former chief epidemiologist, Washington State Department of Health



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Wade Wilson
DEPARTMENT SUMMARY RECOMMENDATION:	Since Tommy Sanders has resigned as the City's Public Works Director, I would like to appoint Wade Wilson as the Public Works Director for the City of Cartersville, effective March 16, 2023.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Presentations
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	FY 2022 Audit Presentation
DEPARTMENT SUMMARY RECOMMENDATION:	Christopher McKellar with Mauldin and Jenkins will give a presentation on the city's FY 2022 annual audit.
LEGAL:	None



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z23-01. 405-B Old Mill Rd. Applicant: Berrey Properties Inc.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests a change in zoning from G-C (General Commercial) to L-I (Light Industrial) for approximately .86 acres located at 405 B Old Mill Road in Land Lot 632 of the 4th District, 3rd Section. Tax ID No. C022-0004-027. The request is to allow the expansion of Steel Materials, Inc. located at 1120 West Ave. adjacent to and north of subject property.</p> <p>Staff recommends approval with the existing condition to remain: A 15-foot utility easement is required along the S.W. property line to access the existing power line.</p> <p>Planning Commission recommends approval 6-0.</p>
LEGAL:	N/A

ZONING SYNOPSIS

Petition Number(s): **Z23-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Berrey Properties, Inc.**

Representative: **Randy Berrey**

Property Owner: **Berrey Properties, Inc.**

Property Location: **405-B Old Mill Rd. Tax ID C022-0004-027**

Access to the Property: **Old Mill Rd**

Site Characteristics:

Tract Size: Acres: **0.86** District: **4th** Section: **3rd** LL(S): **632**

Ward: **2** Council Member: **Jayce Stepp**

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial)**

Proposed Zoning: **L-I (Light Industrial)**

Proposed Use: **Warehouse/ manufacturing for expansion of Steel Materials, Inc.**

Current Zoning of Adjacent Property:

North: **L-I**

South: **O-C (Office Commercial)**

East: **L-I**

West: **O-C (Office Commercial)**

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

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

Z23-01

ZONING ANALYSIS

Project Summary:

The applicant is proposing the rezoning of a 0.86 acre property located at 405-B Old Mill Rd. Located east of the intersection of Old Mill Rd and Douthit Ferry Rd, the property was rezoned in 2002 from L-I to G-C for the construction of a carwash. Case No. Z02-10, approved 8-1-02. The carwash was constructed about 2005. This application proposes to return the zoning to L-I.

Z02-10, ORD 32-02, was approved with a condition that a 15ft. utility easement is required along the SW property line to access the existing power lines. This requirement should carry forward.

The applicant proposes to redevelop the site to allow Steel Materials, Inc. an existing metal fabrication business directly to the north, to expand its' operations onto the site.

City Department Comments

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: Z23-01- CFD takes no exceptions to the rezoning request for 405 B Old Mill Rd to change from G-C to L-I provided all city adopted codes and ordinances are followed

Gas: Takes no exception.

Public Works: Takes no exception.

Water and Sewer: No comments received.

City of Cartersville School District: N/A.

Public Comments:

None received as of 3-1-23

Z23-01

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
The surrounding properties are zoned for office-commercial or light industrial uses. Adjacent properties are warehouse uses except for the Shaw medical office southwest of this location.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public gain would be minimal. Rezoning would allow an existing business to expand.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal would permit a use that is suitable in view of the use of the adjacent residential use properties. The surrounding properties are generally warehouse properties with uses allowed under the L-I zoning category.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property. The expansion of Steel Materials, Inc. should not affect the usability of adjacent properties.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does conform to the Future Land Use Map. No description is available for the Highway Commercial character area shown on the Future Development Map.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

Z23-01

No adverse environmental impact is anticipated with rezoning or redevelopment of the site.

9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning should not increase the burden to streets, transportation, or utilities.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no known conditions.

STAFF RECOMMENDATION:

Staff recommends approval with the existing condition to remain:

A 15-foot utility easement is required along the S.W. property line to access the existing power line.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 32-02

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 Danny R. Heilman. Property is located at 405 Old Mill Road. Said property contains 0.861 acres located in the 4th District, 3rd Section, Land Lot 632 as shown on the attached plat Exhibit "A". Property is hereby rezoned from L-I (Light Industrial) to G-C (General Commercial) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

1. A 15-foot utility easement is required along the S.W. property line to access existing power line.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 18th day of July 2002. First Reading
ADOPTED this the 1st day of August 2002. Second Reading.

/s/ _____
Michael G. Fields
Mayor

ATTEST:

/s/ _____
Sandra E. Cline
City Clerk



15ft. utility easement

MASSEY SURVEYING INCORPORATED
 PROFESSIONAL LAND SURVEYING SERVICES
 Callahan, Georgia 30703
 P.O. Box 8822
 Phone/Fax: 706-699-0545



- GENERAL NOTES:**
1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 20,250 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
 2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 325,590 FEET.
 3. EQUIPMENT USED: SOKKIA TOTAL STATION WITH DATA COLLECTOR.
 4. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATH OF TRAVEL.
 5. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR, ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
 6. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDANT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 7. ALL PROPERTY CORNERS ARE CAPPED 1/2" REBARS, EXCEPT AS SHOWN.
 8. DATE(S) OF FIELD WORK: APRIL 15, 2013
 9. DATE OF PLAT: APRIL 15, 2013
 10. JOB NO: 1240

MAGNETIC NORTH
 REF. PLAT BOOK 56, PAGE 123

LEGEND			
RSF	= REBAR FOUND	R/W	= RIGHT OF WAY
RS	= REBAR SET	PL	= PROPERTY LINE
OTF	= OPEN TOP	CL	= CENTER LINE
CTP	= CRAMPED TOP	BL	= BUILDING LINE
DB	= DEED BOOK	L.L.	= LAND LOT
PB	= PLAT BOOK	L.L.L.	= LAND LOT LINE
PC	= PAGE	D.E.	= DRAINAGE EASEMENT
N/F	= NOW OR FORMERLY	S.E.	= SEWER EASEMENT
-OHUL-	= OVERHEAD UTILITY LINE	FH	= FIRE HYDRANT
-X-	= FENCE LINE	MH	= MANHOLE
PP	= POWER POLE	DWCB	= DOUBLE WING CATCH BASIN
RAD	= RADIUS	SWCB	= SINGLE WING CATCH BASIN
CHD	= CHORD LENGTH	DI	= DROP INLET
ARC	= ARC LENGTH	JB	= JUNCTION BOX

RETRACEMENT SURVEY FOR:
BERREY PROPERTIES, INC.
 LOCATED IN LAND LOT 632
 4th DISTRICT, 3rd SECTION
 CITY OF CARETERSVILLE
 BARTOW COUNTY, GEORGIA



Overview



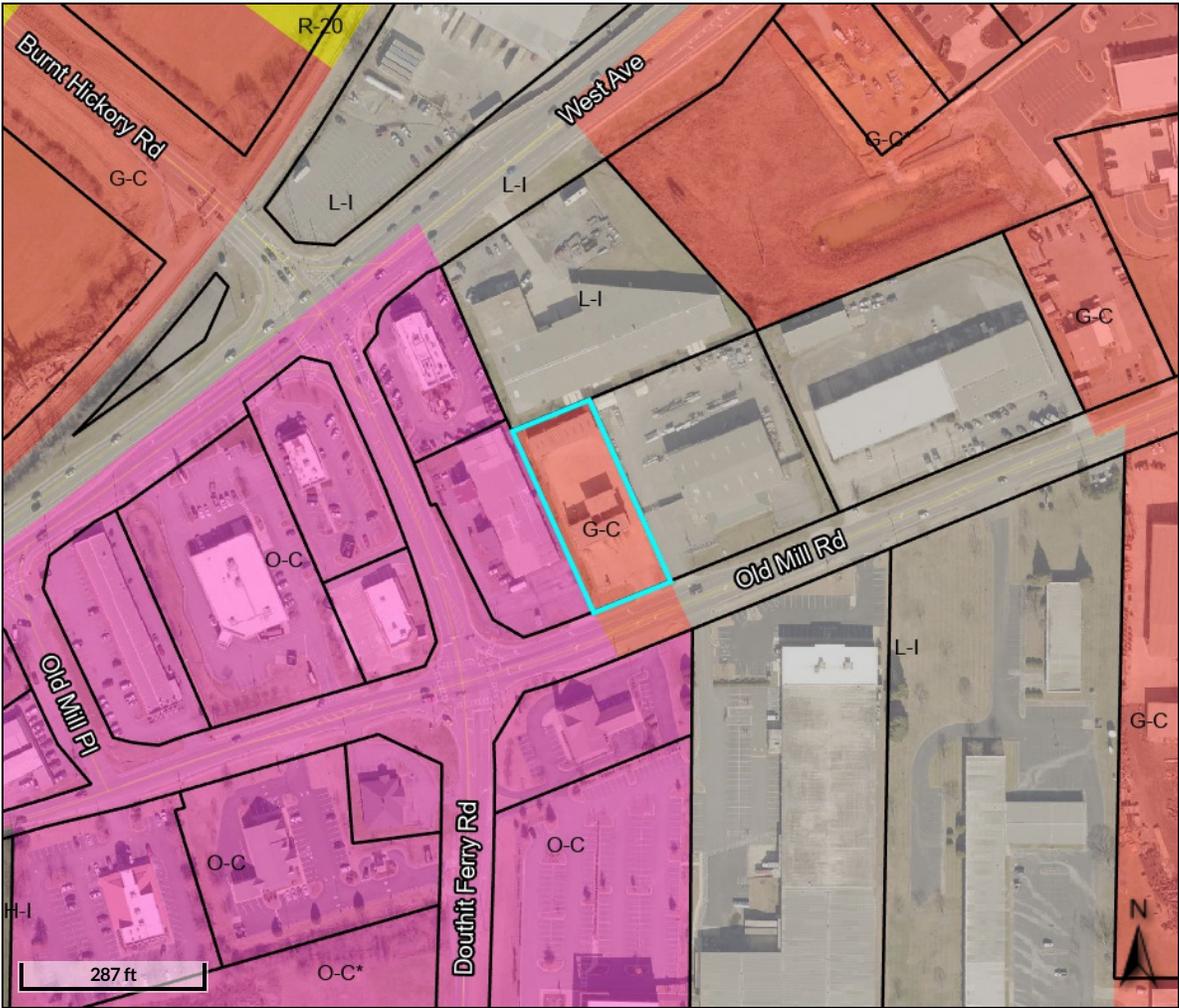
Legend

-  Parcels
-  Roads

Parcel ID	C022-0004-027	Alternate ID	34904	Owner Address	BERREY PROPERTIES INC
Sec/Twp/Rng	n/a	Class	Commercial		650 HENDERSON DR PMB 450
Property Address	405 OLD MILL RD	Acreage	0.86		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 632 D 4 TR 1 carwash and selfstorage				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/18/2023
 Last Data Uploaded: 1/17/2023 10:40:18 PM

Developed by 



Overview



Legend

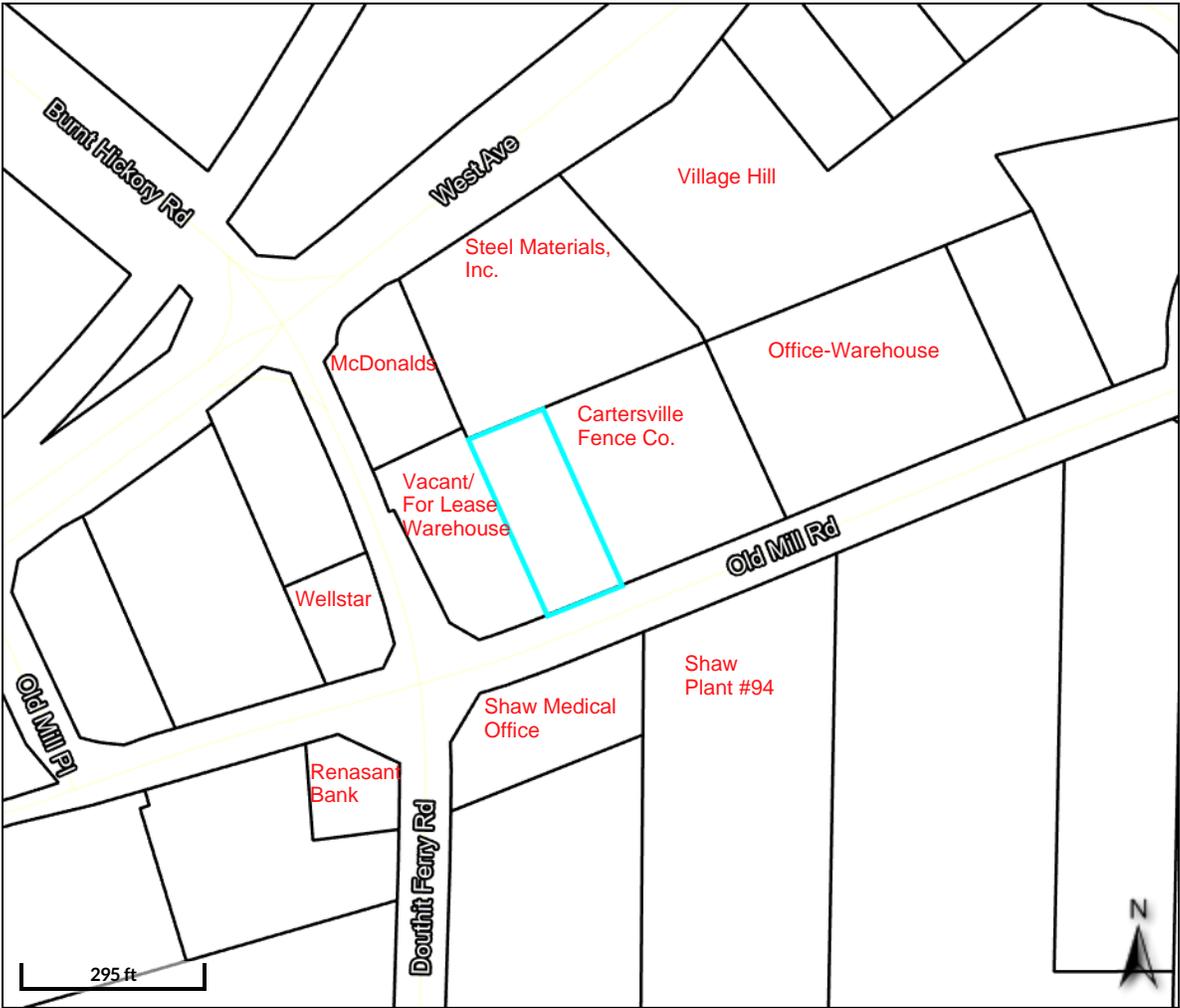
- Parcels
- Roads
- Cartersville Zoning**
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*
- RSL

Property Address 405 OLD MILL RD Acreage 0.86 CARTERSVILLE, GA 30120
 District Cartersville
 Brief Tax Description LL 632 D 4 TR 1 carwash and selfstorage
 (Note: Not to be used on legal documents)

Date created: 1/18/2023
 Last Data Uploaded: 1/17/2023 10:40:18 PM



Parcel ID C022-0004-027 Alternate ID 34904 Owner Address BERREY PROPERTIES INC
 Sec/Twp/Rng n/a Class Commercial 650 HENDERSON DR PMB 450



Legend
 □ Parcels
 — Roads

Parcel ID	C022-0004-027	Alternate ID	34904	Owner Address	BERREY PROPERTIES INC
Sec/Twp/Rng	n/a	Class	Commercial		650 HENDERSON DR PMB 450
Property Address	405 OLD MILL RD	Acreage	0.86		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 632 D 4 TR 1 Diamond Carwash (Note: Not to be used on legal documents)				

Date created: 2/20/2023
 Last Data Uploaded: 2/17/2023 10:36:25 PM

Developed by 

Application for Rezoning

City of Cartersville

Case Number Meeting: March 16, 2023 Item 4.

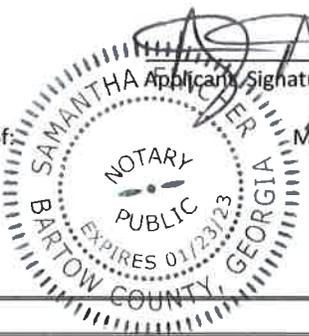
Date Received: 1-13-2023

Public Hearing Dates:

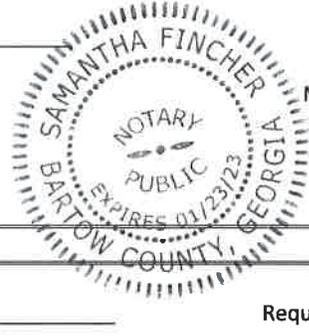
Planning Commission 3-7-2023 5:30pm 1st City Council 3-16-2023 7:00pm 2nd City Council 4-2-2023 7:00pm

Applicant Berry Properties Inc. Office Phone 770-542-9982
(printed name)
 Address 650 Henderson Dr Ste 40 Mobile/ Other Phone Same.
 City Cartersville State GA Zip 30120 Email Randy@berryproperties.biz
Randy Berry Phone (Rep) _____
 Representative's printed name (if other than applicant) Email (Rep) _____

 Representative Signature [Signature] Applicant's Signature
 Signed, sealed and delivered in presence of _____ My commission expires: 1/23/23
[Signature]
 Notary Public



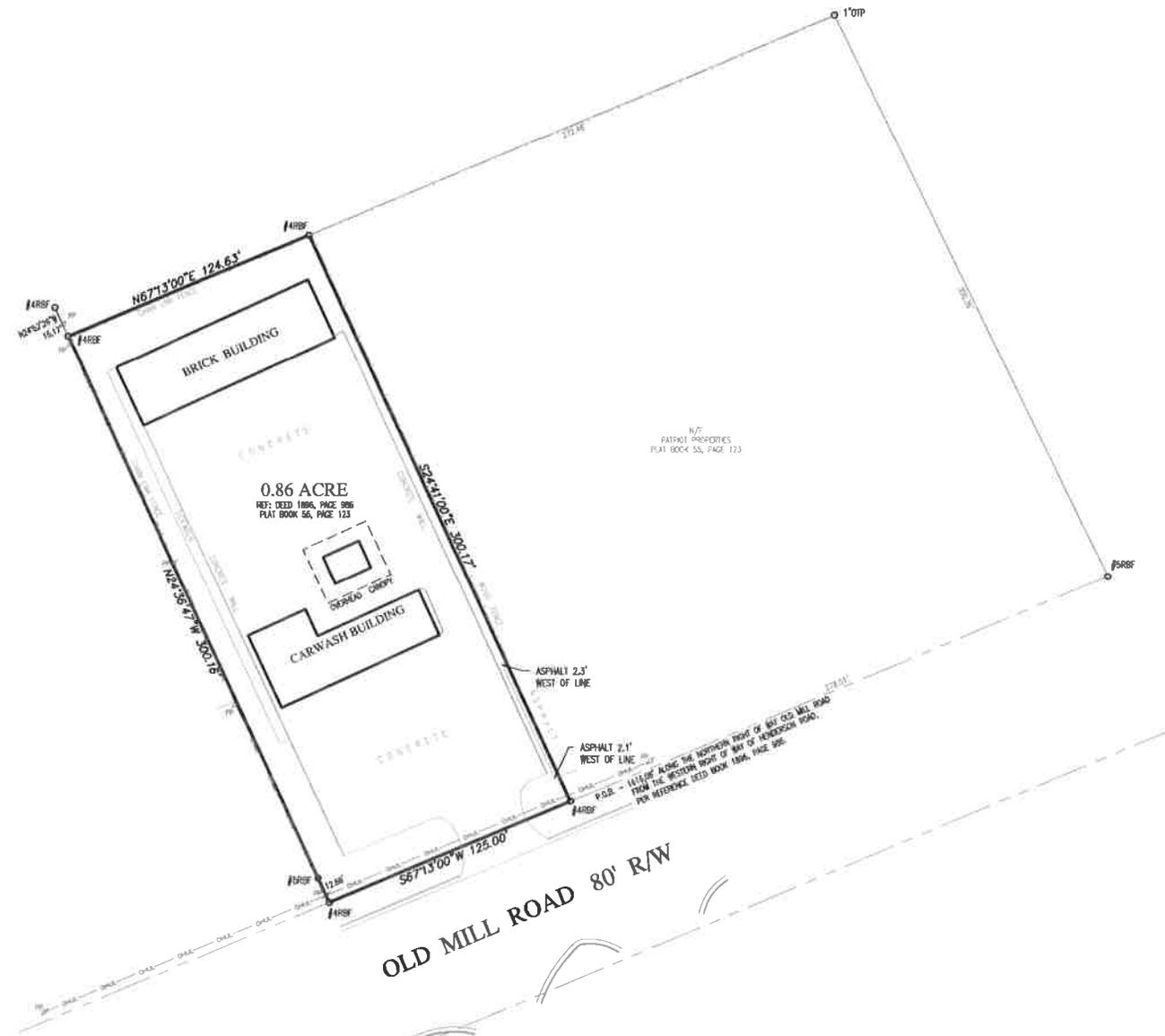
* Titleholder Berry Properties Inc Phone 770-542-9982
(titleholder's printed name)
 Address 405 B Old Mill Rd Email randy@berryproperties.biz
 Signature [Signature]
 Signed, sealed, delivered in presence of: _____ My commission expires: 1/23/23
[Signature]
 Notary Public



Present Zoning District G-C Requested Zoning LI
 Acreage .86 Land Lot(s) 632 District(s) _____ Section(s) _____
 Location of Property: 405 B Old Mill Rd Parcel ID No. C022-0004-027
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: Match Adj Properties

 (attach additional statement as necessary)

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



MASSEY SURVEYING INCORPORATED
 P.L.L.C. Box 8821
 Columbus, Georgia 31903
 Phone/Fax: 706-409-0545
PROFESSIONAL LAND SURVEYING SERVICES



- GENERAL NOTES:**
1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 20,250 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
 2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 325,500 FEET.
 3. EQUIPMENT USED: SOKKA TOTAL STATION WITH DATA COLLECTOR.
 4. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATH OF TRAVEL.
 5. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR, ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
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MAGNETIC NORTH
 REF. PLAT BOOK 55, PAGE 113

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**RETRACEMENT SURVEY FOR:
 BERREY PROPERTIES, INC.**
 LOCATED IN LAND LOT 632
 4th DISTRICT, 3rd SECTION
 CITY OF CARETERSVILLE
 BARTOW COUNTY, GEORGIA

**CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS**

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

Date of Application: 1-12-23

Date Two Years Prior to Application: 1-12-21

Date Five Years Prior to Application: 1-12-18

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

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

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


 Signature _____ Date 1-12-23
Randy Boney
 Print Name _____

* Meeting Change. The City Council second reading on April 6th at 7pm will be held at the Public Safety Office. 195 Cassville Rd. 30120.



Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 11-23
Petition No. Z23-01

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 Berrey Properties, Inc. Property is located at 405-B Old Mill Rd. (Tax ID C002-0004-027). Said property contains 0.86 acres located in the 4th District, 3rd Section, Land Lot 632 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from G-C (General Commercial) to L-I (Light Industrial) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 16th day of March 2023.
ADOPTED this the 6th day of April 2023. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z23-02. 8 Mimosa Terrace. Applicant: William Moore
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests a change in zoning from R-15 (Single Family Residential) to G-C (General Commercial) for approximately 0.5 acres located at 8 Mimosa Terrace in Land Lot 241 of the 4th District, 3rd Section. Tax ID No. C030-0007-007. The applicant proposes to open a hair salon studio on the property. Hair salons are not allowed in the R-15 zoning district. Various home occupations have been allowed previously.</p> <p>Staff does not oppose the rezoning if the following conditions are included with an approval:</p> <ol style="list-style-type: none"> 1. A natural or planted landscape buffer remains in place along the adjacent residential use properties. 2. Hours of operation are limited to reasonable and customary hours. 3. All G-C uses except “Offices, General” and “Barber Shops and Beauty Salons” are prohibited. <p>Planning Commission recommended approval 6-0.</p>
LEGAL:	N/A

ZONING SYNOPSIS

Petition Number(s): **Z23-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **William Donald Moore**

Representative: **Jessica King, Esq. Tilley, Deems and Trotter**

Property Owner: **William Donald Moore**

Property Location: **8 Mimosa Terrace. Tax ID C030-0007-007**

Access to the Property: **Mimosa Terrace**

Site Characteristics:

Tract Size: Acres: **0.626** District: **4th** Section: **3rd** LL(S): **241**

Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **R-15 (Single Family Residential)**

Proposed Zoning: **G-C (General Commercial)**

Proposed Use: **Hair Salon**

Current Zoning of Adjacent Property:

North: **R-15**

South: **G-C (General Commercial- Profire and PT Solutions)**

East: **H-I (Heavy Industrial- Shaw Industries)**

West: **R-15**

The Future Development Plan designates the subject property as: **Parkway Corridor**

The Future Land Use Map designates the subject property as: **Low and Medium Density Residential**

Z23-02

ZONING ANALYSIS

Project Summary:

The applicant is proposing the rezoning of the 0.626 acre property located at 8 Mimosa Terrace-corner lot at the intersection of Mimosa Terrace and JFH Pkwy (southbound lanes). The lot and original structure are part of the Arthur Smith development constructed c. 1960. This development is identified in the tax records as the (7) properties between the east side of Pine Forrest Rd to JFH Pkwy.

The house has been used for residential purposes, but in recent years, additional buildings have been added to support home occupations. It is possible that not all home occupations have been licensed. Planning and Development is not aware of complaints for any of the home occupations.

The applicant proposes to open a hair salon in this location. Site plans have been submitted that address parking. No stormwater management facilities are required. Low impact uses for the property such as professional offices or a hair salon may be appropriate. Under the current R-15 zoning hair salons are not allowed. A General Commercial zoning district is located across Mimosa Terrace to the south and is a logical extension for the proposed property as long as land uses are limited to low impact uses that have no adverse impacts on the neighboring residential properties or to Mimosa Terrace.

City Department Comments

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: No comments received.

Gas: Takes no exception.

Public Works: Takes no exception.

Water and Sewer: No comments received.

City of Cartersville School District: N/A.

Z23-02

Public Comments:

2/20: General Inquiry.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
The adjacent properties are zoned and used for residential. Across JFH Pkwy to the east is Shaw Industries, zoned H-I. The Profire/ PT Solutions building to the south is zoned G-C. The Profire building is currently used for medical offices and office-warehousing.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public gain would be minimal. Rezoning would allow a new business.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal would permit a use that is suitable in view of the use of the adjacent residential and commercial use properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent residential property as long as the existing natural buffer is maintained along the east and northern property lines and customary hours of operation are maintained. All parking must be limited to on-site.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does conform to the Future Development Map (Commercial), but does not conform to the Future Land Use Map (Residential). This discrepancy is likely due to the unknown timing of the residential properties along Joe Frank Harris Pkwy transitioning to commercial uses.

Z23-02

8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

No adverse environmental impact is anticipated with rezoning or re-use of the site.

9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*

The proposed zoning use should not increase the burden to streets, transportation, or utilities.

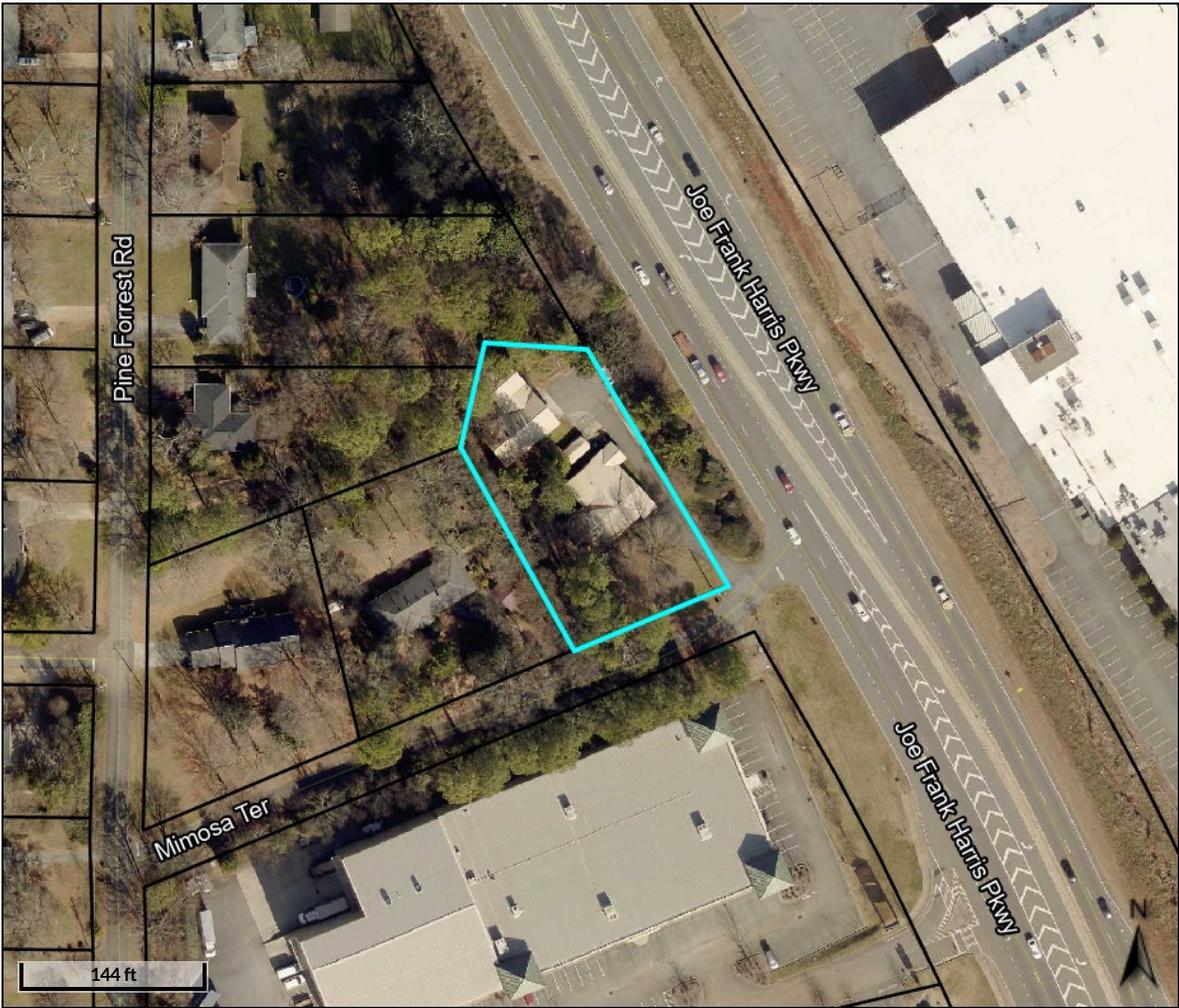
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

There are no known conditions.

STAFF RECOMMENDATION:

Staff does not oppose the rezoning if the following conditions are included with an approval:

1. A natural or planted landscape buffer remain in place along the adjacent residential use properties.
2. Hours of operation are limited to reasonable and customary hours.
3. All G-C uses except "Offices, General" and "Barber Shops and Beauty Salons" are prohibited.



Overview



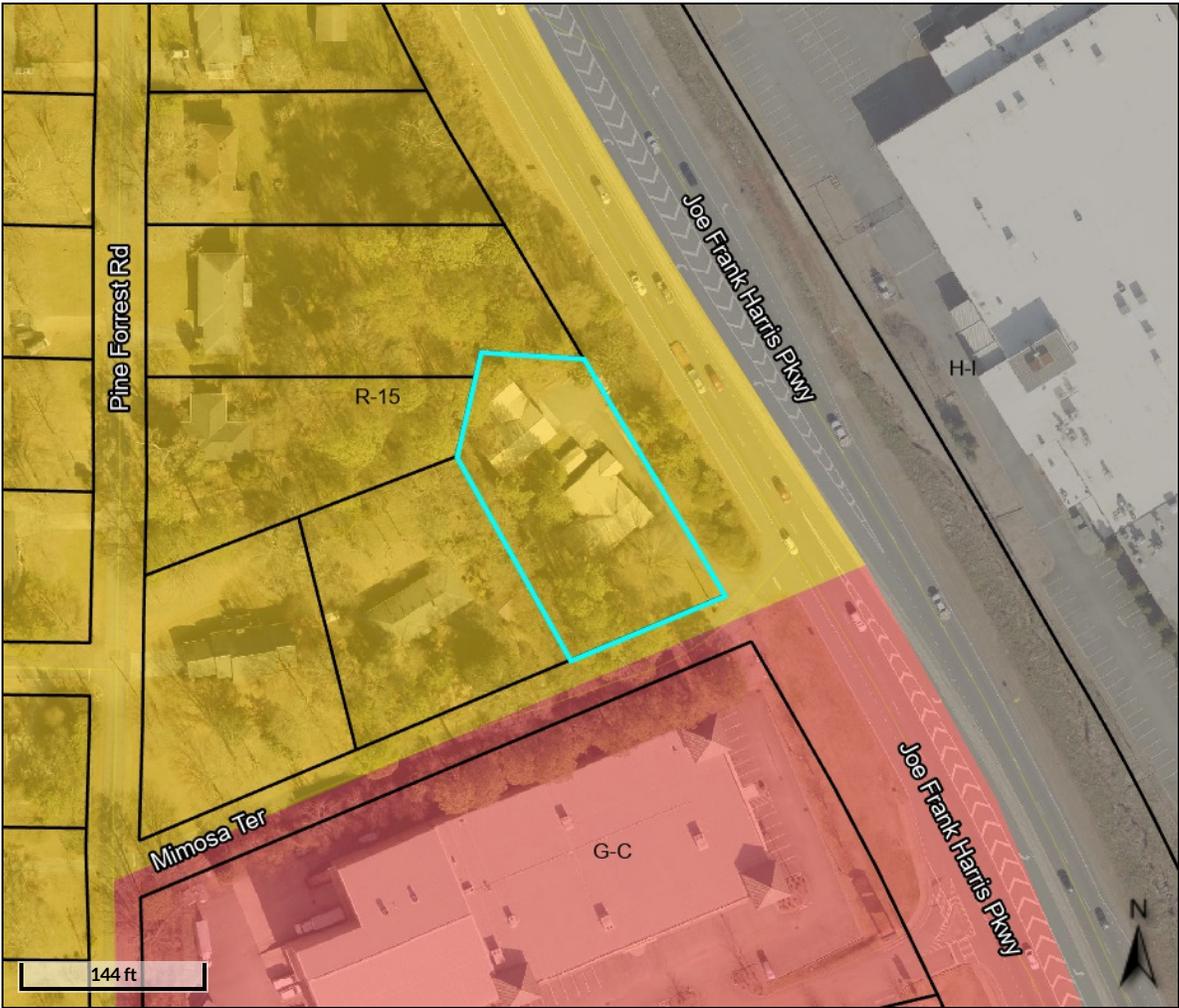
Legend

- Parcels
- Roads

Parcel ID	C030-0007-007	Alternate ID	35715	Owner Address	HOMES BY T&E LLC
Sec/Twp/Rng	n/a	Class	Residential		1009 N TENNESSEE ST STE B
Property Address	8 MIMOSA TERRACE	Acreage	0.5		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 241 DIST 4 LOT 1 ARTHUR				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/30/2023
 Last Data Uploaded: 1/27/2023 10:10:57 PM

Developed by Schneider
 GEOSPATIAL



Overview



Legend

- Parcels
- Roads
- Cartersville Zoning**
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
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- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*
- RSL

Property Address 8MIMOSA TERRACE Acreage 0.5 CARTERSVILLE, GA 30130
 District Cartersville
 Brief Tax Description LL 241 DIST 4 LOT 1 ARTHUR
 (Note: Not to be used on legal documents)

Date created: 1/20/2023
 Last Data Updated: 1/27/2023 10:10:57 PM
 Developed by Schneider
 GEOSPATIAL

Parcel ID C030-0007-007
 Sec/Twp/Rng n/a

Alternate ID 35715
 Class Residential

Owner Address HOMES BY T&E LLC
 1009 N TENNESSEE ST STE B

9.6.1. *G-C district scope and intent.* Regulations set forth in this section are the G-C district regulations. The G-C district is intended to provide locations in which community and regionally-oriented retail and service activities can be established so as to best serve the community and traveling public as further described in section 3.1.19 of this chapter.

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

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

- Adolescent treatment facilities.
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive garages.
- Automotive and truck sales or rental.
- Automotive specialty shops.
- Automotive storage yards and wrecker service.
- • Barber shops and beauty salons.
- Boat sales and service.
- Bowling alleys.
- Brewpub.
- Building supply companies.
- Bus stations.
- Car washes.
- Catering, carry-out and delivery.
- Check cashing stores.
- Clinics (excludes veterinary clinic).
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU).*
- Colleges and universities.

- Construction contractors:
 - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Special trade contractors, including, but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Consumer fireworks retail sales facility.
- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).*
- Distribution centers, (not including processing, fabrication or manufacturing).
- Drive-in theaters.
- Dry cleaners.
- Farm equipment and supplies stores.
- Financial establishments.
- Fortunetellers.
- Funeral homes (crematories may be allowed in conjunction with a funeral home).
- Gymnasiums/health clubs.
- Halfway houses.
- Homeless shelters (SU).*
- Hospices.
- Hospitals.
- Hotels.
- Indoor firing range.
- Institutions of higher learning, business colleges, music conservatories, and similar institutions.
- Kennels.
- Laboratories.
- Landscaping businesses.

- Laundromats.
- Laundry/dry cleaning pick-up stations.
- Libraries.
- Medical offices.
- Manufactured home sales.
- Microbreweries (SU).*
- Motels.
- Museums.
- Nightclubs.
- Nursing home facilities.
-  Offices, general.
- Office parks.
- Outdoor golf driving ranges.
- Other consumer goods and services.
- Parking garages.
- Parking lots.
- Pawn shops and/or title pawn.
- Pet grooming.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Planned shopping developments.
- Plant nurseries.
- Plumbing shops (associated with retail sales).
- Printing establishments.
- Public utility facilities.
- Pubs or taverns.
- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).*
- Repair garages, automotive.
- Repair garages, heavy equipment.
- Repair services, heavy (large appliances and similar).

- Research laboratories.
 - Restaurants.
 - Retail, general.
 - Retail package stores (liquor).
 - Retirement centers (SU).*
 - Reupholstery and furniture repair shops.
 - Schools, private (SU).*
 - Self service storage facilities (mini-warehouses).
 - Service establishments.
 - Service stations.
 - Skating rinks.
 - Stadiums.
 - Storage, general.
 - Taxi stands.
 - Theaters.
 - Truck stops.
 - Wholesale sales office.
 - Wholesale trade and distribution.
 - Wildlife conservation park (SU).
- * Special use approval required.

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

9.6.3. *Development standards.*

- A. *Height regulations.* Building shall not exceed a height of sixty (60) feet or four (4) stories, whichever is higher.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Ten (10) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot area:* None.
- F. *Minimum heated floor area per dwelling unit.*
 - *3-bedroom:* Nine hundred (900) square feet.
 - *2-bedroom:* Seven hundred fifty (750) square feet.

- *1-bedroom*: Six hundred (600) square feet.
- *Studio/loft (in existing buildings)*: Four hundred fifty (450) square feet.

G. *Minimum buffer requirements.* In addition to required setbacks, a minimum twenty-five-foot wide buffer, ten (10) feet of which can be within required setback, shall be required along all property lines which abut a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.

H. *Minimum lot frontage*: One hundred ten (110) feet adjoining a street.

I. *Minimum lot width at the building line*: One hundred (100) feet.

J. *[Metal panel exterior.]* A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the G-C district, unless finished with a product consisting of brick, stone, or hard-coat stucco, with the following exception:

1. The rear wall of a metal building may be allowed to be finished with a metal panel.

K. *Accessory structure requirements.* See section 4.9 of this chapter.

L. *Other required standards.*

1. All structures associated with a kennel, or veterinary clinic shall be a minimum of one hundred (100) feet from all property lines which abut a residential district.

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

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

(Ord. No. 01-13, § 11, 1-3-13; Ord. No. 23-15, § 2, 7-2-15; Ord. No. 09-16(Corrected), § 1, 4-7-16; Ord. No. 02-18, § 5, 1-18-18; Ord. No. 34A-18, § 5, 12-6-18)

Application for ~~Annexation~~ Zoning
City of Cartersville

Case Number: _____
Date Received: 1-20-2023

Public Hearing Dates:

Planning Commission 3-7-2023 5:30pm 1st City Council 3-16-2023 7:00pm 2nd City Council 4-2-2023 7:00pm

Applicant William Donald Moore Office Phone _____
(printed name)
 Address 8 Mimosa Terrace Mobile/ Other Phone 770-979-1038
 City Cartersville State GA Zip 30120 Email wdmoore1946@yahoo.com
 Representative's printed name (if other than applicant) Jessica King, Tilley Deems & Trotter Phone (Rep) 770-392-6144
 Representative Signature Jessica King Email (Rep) jking@tdhtlaw.com
 Applicant Signature William Donald Moore
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
Cassandra Miller Cassandra Miller
 Notary Public NOTARY PUBLIC
 Bartow County
 State of Georgia
 My Comm Expires Aug 14, 2023

* Titleholder William Donald Moore Phone 770-979-1038
(titleholder's printed name)
 Address 125 Simpson Circle NE Email wdmoore1946@yahoo.com
Cartersville GA 30121
 Signature William Donald Moore
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
Cassandra Miller Cassandra Miller
 Notary Public NOTARY PUBLIC
 Bartow County
 State of Georgia
 My Comm Expires Aug 14, 2023

Present Zoning District R-15 Requested Zoning G-C
 Acreage 0.626 Land Lot(s) 241 District(s) 4 Section(s) 3
 Location of Property: 8 Mimosa Terrace Parcel ID No. C030-0007-007
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: to convert to business (hair salon)

 (attach additional statement as necessary)

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

Conformity Statement

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

KEVIN COONEY - GA PLS 2980



CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

REZONING EXHIBIT FOR:
DONALD MOORE
LOCATED IN LAND LOT 241
4th DISTRICT, 3rd SECTION
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

DATE: FEB. 23, 2023 REV: JOB NO: 23021-4

DATE OF FIELDWORK: FEB. 17, 2023

DRAWN BY: JPC CHECKED BY: KNC APPROVED BY: KNC

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



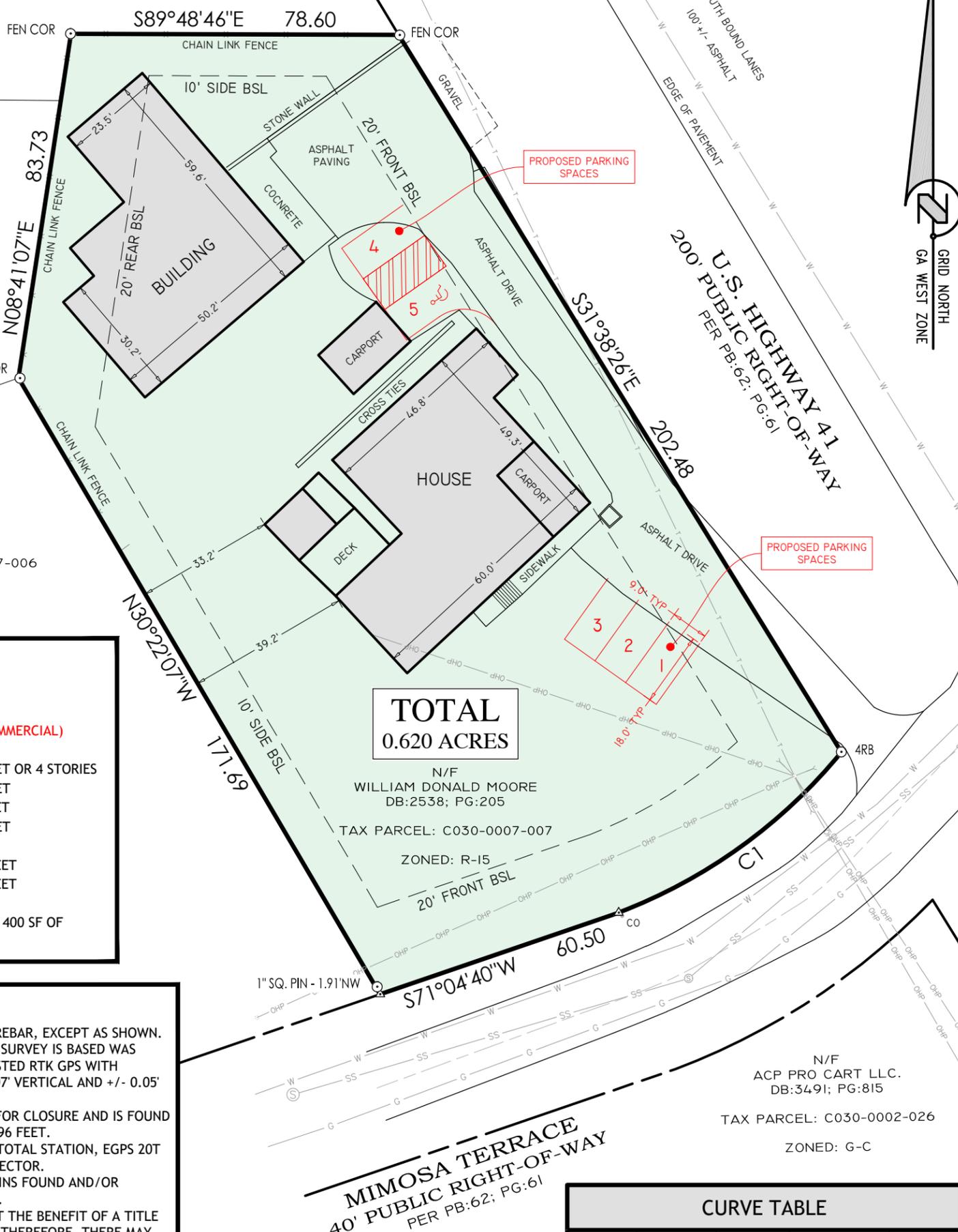
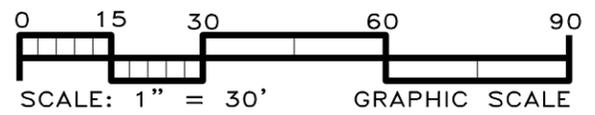
N/F
LILIA DE LA CRUZ RAMIREZ
DB:2822; PG:443
TAX PARCEL: C030-0007-003
ZONED: R-15

N/F
SUSAN E. PIERCE
DB:2958; PG:2
TAX PARCEL: C030-0007-004
ZONED: R-15

N/F
EDEL W. DEAN
DB:106; PG:596
TAX PARCEL: C030-0007-006
ZONED: R-15

N/F
WILLIAM DONALD MOORE
DB:2538; PG:205
TAX PARCEL: C030-0007-007
ZONED: R-15

N/F
ACP PRO CART LLC.
DB:3491; PG:815
TAX PARCEL: C030-0002-026
ZONED: G-C



Zoning Notes

CURRENT ZONING: R-15 (RESIDENTIAL)

PROPOSED ZONING: G-C (GENERAL COMMERCIAL)

- A. HEIGHT REGULATION: 60 FEET OR 4 STORIES
- B. FRONT SETBACK: 20 FEET
- C. SIDE SETBACK: 10 FEET
- D. REAR SETBACK: 20 FEET
- E. MIN. LOT AREA: NONE
- F. MIN. LOT FRONTAGE: 110 FEET
- G. MIN. LOT WIDTH: 100 FEET

PARKING REQUIREMENTS: 1 SPACE PER 400 SF OF GROSS FLOOR AREA.

General Notes

- ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
- THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS COLLECTED USING NETWORK ADJUSTED RTK GPS WITH POSITIONAL ACCURACIES OF +/- 0.07' VERTICAL AND +/- 0.05' HORIZONTAL.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 37,496 FEET.
- EQUIPMENT USED: TOPCON 3005W TOTAL STATION, EGPS 20T BASE AND ROVER, WITH DATA COLLECTOR.
- RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT THERETO. THEREFORE, THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.

CURVE TABLE				
CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	66.69	128.00	S54°07'32"W	65.94

⊙ = IRON PIN FOUND	☉ = DOUBLE WING CATCH BASIN	⊗ = GAS VALVE	⊕ = SEWER MANHOLE	⊚ = POWER POLE
⊠ = CONCRETE MONUMENT FOUND	☽ = SINGLE WING CATCH BASIN	⊕ = GAS METER	⊙ = CLEAN OUT	⊗ = GUY WIRE
● = IRON PIN PLACED	⊙ = JUNCTION BOX	⊕ = TELEPHONE MANHOLE	⊙ = WATER VALVE	⊕ = ELECTRIC METER
△ = BREAK POINT	⊠ = CURB INLET	⊕ = ELECTRIC MANHOLE	⊙ = WATER METER	⊕ = TRANSFORMER
⊙ = PHOTO REFERENCE	⊙ = YARD INLET	⊕ = TELEPHONE PEDESTAL	⊙ = FIRE HYDRANT	⊙ = LIGHT POLE
⊙ = EXCEPTIONS	⊙ = DROP INLET	⊕ = SIGN	⊙ = IRRIGATION CONTROL VALVE	⊙ = FLOW ARROW
⊙ = PARKING BOLLARD	⊙ = HEADWALL	⊕ = BENCHMARK	⊙ = WELL	⊙ = MAILBOX
— = STORM PIPE	— = OVERHEAD POWER	— = WATER LINE	— = COMMUNICATION LINE	
— = SEWER PIPE	— = FENCE LINE	— = GAS LINE	— = UNDERGROUND POWER	



TAX PARCEL: C030-0007-003

ZONED: R-15

SCALE: 1" = 30'

GRAPHIC SCALE

N/F
SUSAN E. PIERCE
DB:2958; PG:2
TAX PARCEL: C030-0007-004
ZONED: R-15

N/F
EDEL W. DEAN
DB:106; PG:596
TAX PARCEL: C030-0007-006
ZONED: R-15

N/F
WILLIAM DONALD MOORE
DB:2538; PG:205
TAX PARCEL: C030-0007-007
ZONED: R-15

TOTAL
0.620 ACRES

Zoning Notes

CURRENT ZONING: R-15 (RESIDENTIAL)

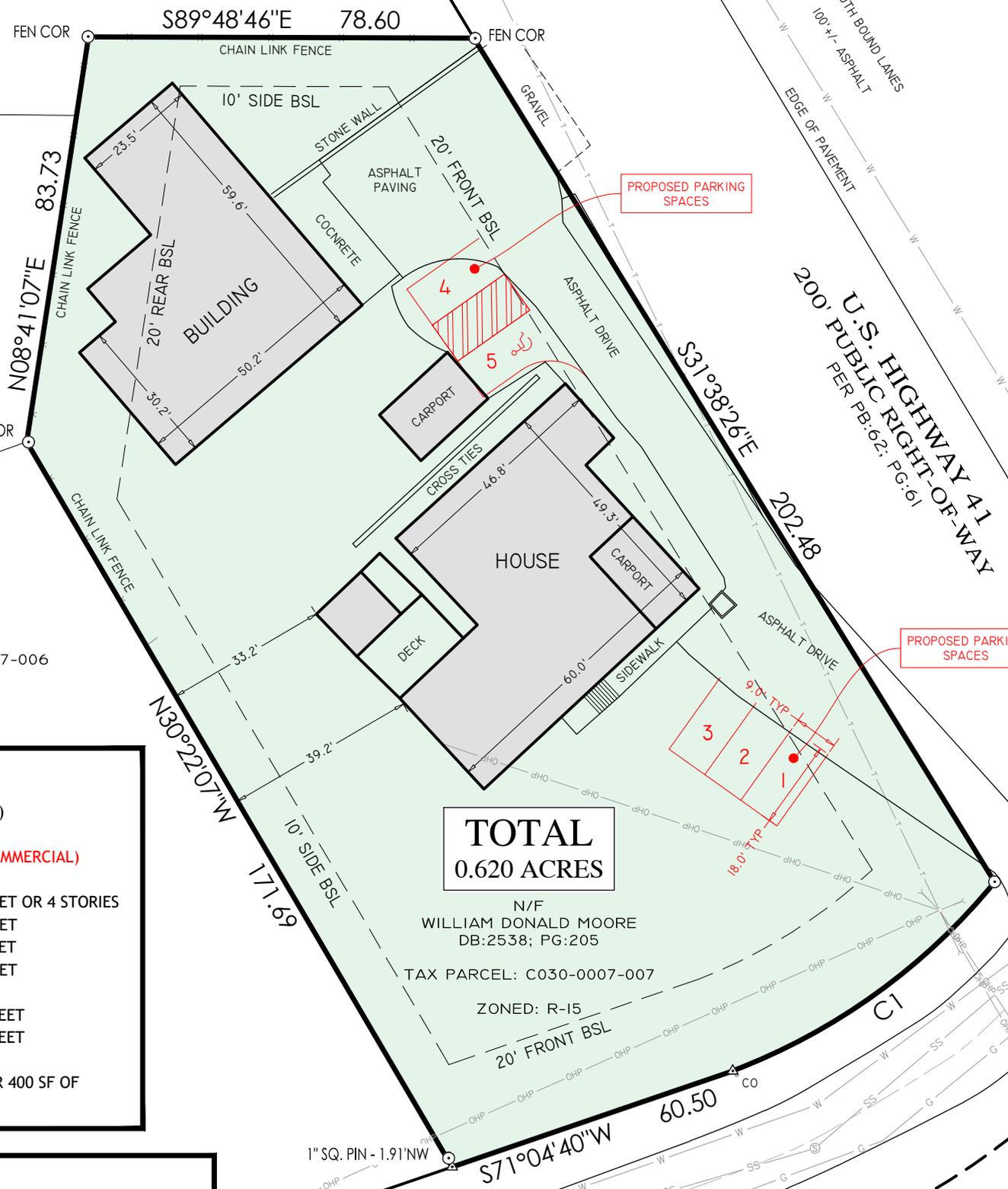
PROPOSED ZONING: G-C (GENERAL COMMERCIAL)

A. HEIGHT REGULATION:	60 FEET OR 4 STORIES
B. FRONT SETBACK:	20 FEET
C. SIDE SETBACK:	10 FEET
D. REAR SETBACK:	20 FEET
E. MIN. LOT AREA:	NONE
F. MIN. LOT FRONTAGE:	110 FEET
G. MIN. LOT WIDTH:	100 FEET

PARKING REQUIREMENTS: 1 SPACE PER 400 SF OF GROSS FLOOR AREA.

General Notes

1. ALL PROPERTY CORNERS ARE 1/2" BEAR, EXCEPT AS SHOWN



Buffer Pictures. Submitted with Application

Meeting: March 16, 2023 Item 5.











* Meeting Change. The City Council second reading on April 6th at 7pm will be held at the Public Safety Office. 195 Cassville Rd. 30120.

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 12-23
Petition No. Z23-02

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 William Donald Moore. The property is located 8 Mimosa Terrace (Tax ID C030-0007-007). Said property contains 0.626 acres located in the 4th District, 3rd Section, Land Lot 241 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from R-15 (Single Family Residential) to G-C (General Commercial) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 16th day of March 2023.
ADOPTED this the 6th day of April 2023. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Panhandling
DEPARTMENT SUMMARY RECOMMENDATION:	The proposed amendment to the Panhandling Ordinance, if approved, will provide additional regulations on the practice of panhandling, and is recommended for your approval.
LEGAL:	Amendment Revisions by Archer & Lovell

ORDINANCE NO. _____

WHEREAS, the Staff of the City of Cartersville and the Mayor and City Council have reviewed and considered implementing an ordinance to regulate the practice of panhandling for the benefit of the citizens of Cartersville, Georgia and its visitors.

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 11. – MISCELLANEOUS PROVISIONS AND OFFENSES. ARTICLE III. – OFFENSES INVOLVING PUBLIC PEACE AND ORDER. DIVISION 1. GENERALLY. SECTIONS 11-103 – 11-115 RESERVED. are hereby amended by deleting said sections in their entirety and replacing them as follows:

1.

Sec. 11-103. – Panhandling

(a) Purpose. This ordinance regulates the time, place, and manner of solicitations and panhandling and shall not apply to anyone exercising their rights to constitutionally-protected activity.

(b) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(1) *Solicit or Panhandle* shall mean to request an immediate donation of money or other thing of value from another person, regardless of the solicitor’s purpose or intended use of the money or other thing of value, including a request for employment, business, or contributions, or to request the sale of goods or services. This definition shall include all methods of solicitation including, but not limited to, spoken, written, or printed words, or by other means of communication including, but not limited to, bodily gestures.

(2) *Public Area* shall mean an area to which the public or a substantial group of persons has access, including, but not limited to, streets, highways, roadways (including shoulders and medians), bridges, the area above and below any bridge, sidewalks, alleys, parking lots and decks, plazas, parks, public greenspace areas, playgrounds, schools, transportation facilities, within a public-transportation vehicle, an area owned in whole or in part by, operated by, for, or under the custody and control of the City of Cartersville, Georgia, and other public property, including city-owned property and any other property where public gatherings occur on a regular basis, and any other property where public meetings are conducted.

(3) *Outdoor Dining Area* shall mean an outdoor dining area of a restaurant or other establishment serving food or drink for immediate consumption.

(4) *Aggressive Panhandling* shall mean *Panhandling*, as defined in this section, in any one or more of the following manners in a public area or on private property without having first obtained the permission of the owner or other person legally in possession of the property:

- a. Intentionally or recklessly making any physical contact with another person or vehicle in the course of soliciting without that person's express consent;
- b. Continuing to solicit from a person after that person has given a negative response to an initial solicitation;
- c. Approaching, speaking to, or following the person being solicited, if that manner of conduct is intended to, or is reasonably likely to cause a reasonable person to fear imminent bodily harm to that person or others in the area or the commission of a criminal act upon property in the person's possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- d. Intentionally or recklessly blocking the safe or free passage of the person being solicited, or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation;
- e. Intentionally or recklessly using violent, threatening, obscene, or abusive language or gestures that is intended to, or is reasonably likely to cause a reasonable person to fear imminent bodily harm to that person or others in the area or the commission of a criminal act upon property in the person's possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- f. Soliciting a person who is located in an outdoor dining area;
- g. Soliciting while part of a group of two or more persons who are engaging, either actively or passively, in the solicitation; and
- h. Soliciting a person at night.

(5) *At Night* shall mean the time period between 30 minutes after sunset to 30 minutes before sunrise.

(c) Prohibited Acts. It shall be unlawful for any person within the corporate limits of the city to commit any of the following acts.

- (1) No person shall engage in aggressive panhandling within the corporate limits of the city.
- (2) No person shall solicit or panhandle on private property without first having obtained the permission of the owner or other person legally in possession of the property;
- (3) No person shall solicit or panhandle on private property if the owner or other person legally in possession of the property has notified the person, by signage or otherwise, that they are not allowed to solicit on the property.
- (4) No person shall solicit or panhandle within 30 feet of any automated teller machine or any bank, financial institution, or check-cashing facility.
- (5) No person shall solicit or panhandle while under the influence of alcohol or a controlled substance, as defined by Georgia or federal law.
- (6) No person shall solicit or panhandle within ten feet of the entrance or exit of a building.
- (7) No person shall solicit or panhandle within 30 feet of an outdoor dining area.
- (8) No person shall solicit an operator or passenger of a motor vehicle while such person is operating or occupying a motor vehicle; provided, however, that this section shall not apply to services rendered in connection with the provision of emergency repairs requested by the operator or passengers of such vehicle.

Sec. 11-104 – 11-115. – Reserved.

2.

That all ordinances, or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Noise Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	The current Noise Ordinance is being amended to add restrictions to engine, muffler and/or exhaust system noise and exemption for church bells. It is being recommended for your approval.
LEGAL:	Revisions by Archer & Lovell.

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 11 – MISCELLANEOUS PROVISIONS AND OFFENSES. ARTICLE III. – OFFENSES INVOLVING PUBLIC PEACE AND ORDER. DIVISION 1. GENERALLY. SECTION 11-101. LOUD, UNNECESSARY OR UNUSUAL, ETC., NOISES. is amended by deleting the same in its entirety, and replacing the same as indicated below.

1.

Sec. 11-101. Loud, unnecessary or unusual, etc., noises.

- (a) *Purpose.* This section is enacted as a general noise ordinance to protect, preserve, and promote the health, safety and welfare of the citizens of the City through the control of noise. It is the intent of this section to establish standards that will reduce excessive community noises, which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business.
- (b) *Sound measurement standards.* For the purposes of this section 11-101, "plainly audible" shall mean any sound emanating from the specific sound-producing sources set forth below which can be heard from the distances set forth below, using the following sound measurement standards: measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. For music and other noise, words and phrases need not be discernable. For music and other noise, bass reverberations are included.
- (c) *Prohibited conduct.*
 - (1) Restrictions of 300 feet for 8:00 a.m. through 10:00 p.m. Sunday through Thursday and 8:00 a.m. through 11:00 p.m. on Friday and Saturday.
 - a. *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the building, structure or vehicle, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
 - b. *Human-produced sounds.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the place, building, structure, or in the case of real property,

- beyond the property limits, in which the person is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
- c. *Commercial advertising.* It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
 - d. *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or social event to produce noise in such a manner that such noise is plainly audible at a distance of 300 feet or more from the building or structure from which the noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who is the owner of; resides in or on; rents, leases, or otherwise has the right to occupy the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in paragraphs a. or b. above.
- (2) Restrictions of 100 feet for 10:00 p.m. through 8:00 a.m. Sunday through Thursday and 11:00 p.m. through 8:00 a.m. on Saturday and Sunday.
- a. *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or motor vehicle or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
 - b. *Human-produced sound.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create,

- or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the place on public streets and sidewalks, or in the case of private real property, beyond the property limits, on which the person is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
- c. *Commercial advertising.* It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
- d. *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or event to produce noise in such a manner that such noise is plainly audible at a distance of 100 feet or more from the building or structure from which the party noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who is the owner of; resides in or on; rents, leases, or otherwise has the right to occupy the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in paragraphs a. or b. above.
- (3) *Restrictions regarding noise produced by consumer fireworks.* The use or ignition of consumer fireworks as defined in O.C.G.A. § 25-10-1 that willfully make, continue, or cause to be made or continued any excessive or unusually loud noise, except during the following dates and times:
- a. On January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September and December 31 beginning at the time of 10:00 a.m. and up to and including the ending time of 11:59 p.m.; and
 - b. On January 1 of each year beginning at the time of 12:00 midnight and up to and including the ending time of 1:00 a.m.
 - c. On any day not listed above from 12:00 a.m. midnight to 9:59 a.m., except as authorized by special permit.

For the purposes of this section, the term "consumer fireworks" shall have the meaning set forth in O.C.G.A. § 25-10-1(a)(1), but such term shall not include those items excluded therefrom in O.C.G.A. § 25-10-1(b) as such code section is enacted as of July 1, 2018 or as may be amended in the future.

- (4) *Apartments, condominiums, townhomes, and similar residential units.* Restrictions for areas within apartments, condominiums, townhouses, duplexes, or other such residential dwelling units. Except for persons within commercial enterprises that have an adjoining property line or boundary with a residential dwelling unit, it is unlawful for any person to make, continue, or cause to be made or continued any noise in such a manner as to be plainly audible to any other person a distance of five feet beyond the adjoining property line wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact.

For the purposes of this subsection, "noise" shall mean human-produced sounds of yelling, shouting, hooting, whistling, singing, or mechanically-produced sounds made by radio-receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing, or amplifying of sound, or any combination thereof.

For the purposes of this subsection, "property line or boundary" shall mean an imaginary line drawn through the points of contact of:

- a. Adjoining apartments, condominiums, townhouses, duplexes or other such residential dwelling units with adjoining points owned, rented, or leased by different persons; or
- b. Adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.

- (5) *Exclusions.* The prohibitions of this section shall not apply to the following:

- a. Noises and/or sounds made by governmental or commercial entities in the normal course of their business;
- b. Noises and/or sounds emanating from any official property or City of Cartersville School District event on City of Cartersville School District property;
- c. Noises or sounds made by domestic animals, which noises or sounds are controlled by Chapter 5 of the City of Cartersville Code of Ordinances;
- d. Noises and/or sounds emitted by bells, chimes, or clocks, which occur for no longer than three minutes per hour, from structures located within the Downtown Entertainment Zone as shown on a map maintained in the office of the City Clerk;
- e. Live music emanating from a governmental or commercial entity located within the Downtown Business District, as shown on a map maintained in the office of the City Clerk, heard at a distance less than 1,000 feet from the governmental or commercial entity during the following times: Monday—Thursday from 4 p.m. to 9 p.m. and Friday—Saturday from Noon to 11 p.m.
- f. Sound volumes produced by radio, tape player, or other mechanical sound making device or instrument from within a motor vehicle on a street or highway, which sound

- is controlled by the O.C.G.A. § 40-6-14 and shall be enforced in accordance with said statute;
- g. Noises and/or sounds that are permitted by an event/film permit issued by the City Police Department; provided, however, that the producer or coordinator of the event/film must comply with the terms, restrictions and conditions of the permit issued by the city;
 - h. Noises or sounds made by law enforcement, first responders, and other public safety officials performing their public functions;
 - i. Noises of safety signals and warning devices; or
 - j. Noises or sounds emitted by bells, chimes, or electronic carillon bells operated by a church or a religious house of worship.
- (6) *Landscape maintenance devices.* Time restrictions on use of landscape maintenance motorized devices such as leaf blowers, lawn mowers, or chain saws. It is unlawful for any person to use or operate any noise-generating, motorized landscape maintenance devices, including, but not limited to, leaf blowers, lawn mowers, or chain saws, within any residential zoning district or in areas within 300 feet of any residential zoning district from 8:00 p.m. to 8:00 a.m. except that within the agricultural-residential zone no person shall use or operate any such devices within 300 feet of any residential dwelling on adjacent property between the hours of 9:00 p.m. and 8:00 a.m.
- (7) *Engine, muffler and/or exhaust system noise.* No person shall use, operate or cause to be used or operated any motor vehicle equipped (or the failure to be equipped) with an engine, muffler, muffler cutout, muffler bypass, bypass, muffler system, exhaust system, or similar device which causes a noise or sound which is plainly audible at a distance of 100 feet or more from the motor vehicle.
- (8) *Construction noise.* Between the hours of 9:00 p.m. and 7:00 a.m., construction noise of any type, including, but not limited to, noise caused by the erection (including excavation), demolition, alteration, or repair of any building, as well as the operation of any earth-moving equipment, crane, saw, drill, pile driver, steam shovel, pneumatic hammer, hoist, automatic nailer or stapler, or any similar equipment, shall not be plainly audible within any residential zoning district more than 100 feet beyond the property boundary of the property from which the noise emanates.

A variance from the above-referenced hours of operation for construction noise may be requested, in writing, at least 48 hours prior to the proposed construction operation, for consideration by the Director of Planning and Development. Such a request shall state:

- a. The reasons that support a claim of urgent need based on specific loss or inconvenience for such a variation from the allowable work hours;
- b. The impact that the denial of this request would have on the applicant's project and the surrounding properties;
- c. The steps which have been taken by the applicant to communicate those needs and impacts to owners of surrounding and nearby properties;
- d. The steps that have or will be taken to limit the impact of the proposed activity upon surrounding and nearby properties; and

- e. The possible risks to public health and safety.

If the Director finds that the application adequately demonstrates the urgent need for a variance from the above allowable work hours, adequately provides for mitigation of the impact upon surrounding and nearby properties and poses no additional risk to public health and safety, then permission shall be granted for a variance to alter the allowable work hours during one ten-day period.

The prohibitions of this subparagraph (8) shall not apply to government road, water, sewer, stormwater construction or maintenance projects or to utility company construction or maintenance projects.

- (9) *Commercial entities near single-family residential zoning districts.*

- a. Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of paragraph (c), "Prohibited Conduct," subparagraph (1), concerning "Restrictions of 300 feet for 8:00 a.m. through 10:00 p.m. Sunday through Thursday and 8:00 a.m. through 11:00 p.m. on Friday and Saturday" and its subparts a. through c. shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 300 feet beyond the property boundary of the property from which the noises and/or sounds emanate.
- b. Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of paragraph (c), "Prohibited Conduct," subparagraph (2), concerning "Restrictions of 100 feet for 10:00 p.m. through 8:00 a.m. Sunday through Thursday and 11:00 p.m. through 8:00 a.m. on Saturday and Sunday," and its subparts a. through c. shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 100 feet beyond the property boundary of the property from which the noises and/or sounds emanate.
- (d) *Severability clause.* A determination of the invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, subsection or part of this section shall not affect the validity of the remaining parts of this section.

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: _____

ATTEST:

JULIA DRAKE, CITY CLERK

MATTHEW J. SANTINI, MAYOR



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Signs and Outdoor Advertising Ordinance Update
DEPARTMENT SUMMARY RECOMMENDATION:	An ordinance revision updating the definition of a pole banner with language that allows the City of Cartersville and the DDA to place banners where approved under the Pole Banner Policy.
LEGAL:	Reviewed by Archer & Lovell

POLE BANNER POLICY OF THE CITY OF CARTERSVILLE FOR CITY OF CARTERSVILLE POLE BANNERS AND DOWNTOWN DEVELOPMENT AUTHORITY POLE BANNERS

Pole banner Definition

Is as defined by the City of Cartersville Code of Ordinances and must meet the specifications as provided for in the City of Cartersville Code of Ordinances, Chapter 20 Signs and Outdoor Advertising. Article II. Sign Ordinance Section 20-24(b)(10).

Purpose and Application:

The purpose of this policy is to establish procedures for the placement of banners on City of Cartersville light and electrical poles upon which the City of Cartersville has installed brackets for such purpose and the messaging of other government service entities, and to advertise only City of Cartersville-specific events that hold a Special Events Permit from the City of Cartersville. Pole banners are displayed to inform the public of upcoming community events which have received a special event permit, as well as advertising for local non-profits.

Limitation on Use:

Because the City is not creating a public forum for expressive activity, the pole banners are to be used to convey:

- 1) City messages or information;
- 2) Information concerning programs or activities that are provided by other public entities whose jurisdiction includes the City of Cartersville and that provides governmental services to residents of the City; or
- 3) Information for programs or activities within the City that receive subsidy from the City and/or that have a contract with the City to provide services that the City would otherwise provide itself, including those sponsored by the Downtown Development Authority of Cartersville.

Because the pole banners are to be used to promote City messages and/or City subsidized or co-sponsored activities and events, in no case will a pole banner be used for commercial or non-commercial purposes by promoting a commercial (for-profit) or non-commercial (non-profit) event or company. Entities or organizations that do not fall within the categories described in this policy are not communicating City governmental messages and are not authorized to utilize the pole banner program.

Policy:

A pole banner may be displayed on existing brackets on City owned light and utility poles only to announce an event or non-profit initiative within the City limits. Pole banners shall use the following format:

- The name of the event will be printed in the largest and boldest type.
- The location and date of the event will be printed in a type smaller than that of the event.

- The name and/or logo of the non-profit sponsoring the event may be displayed in a type size smaller than that of the date and location.
- Other messages and statements are strictly prohibited without prior authorization from the City Manager's Office.

Pole banner Specifications: Must meet the specifications as provided for in the City of Cartersville Code of Ordinances, Chapter 20 Signs and Outdoor Advertising. Article II. Sign Ordinance Section 20-24(b)(10).

All applications must include a copy of the proposed pole banner design with the border of the pole banner clearly marked. The City reserves the right to reject pole banner designs if they are not readable by drivers from a distance. If printed pole banners do not match the approved design, they will not be installed.

Pole banners will be installed by the City of Cartersville or its designated contractor.

The Downtown Development Authority may submit a request to reserve the pole banner for the week of, or the week preceding, their event. The requested week is not guaranteed, and you should not consider your pole banner application approved until you have received written notice from the City of Cartersville.

Priority of Use

The City of Cartersville is the only entity authorized to suspend materials from the pole. The pole is owned by the City of Cartersville and as such, the City reserves the right to deny any pole banner request. The City of Cartersville has priority use over pole banner location. The City is not obligated to make any of these locations available for uses by anyone other than the City. However, in the event that the City is not hanging a pole banner at a particular time for a City event, the locations may be made available for use pursuant to the following priority of users:

- 1) City of Cartersville pole banners.
- 2) Pole banners advertising Cartersville-based events sponsored by the Downtown Development Authority.

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 20 - SIGNS AND OUTDOOR ADVERTISING. ARTICLE II. - SIGN ORDINANCE. SEC. 20-24. - SIGNS WHICH DO NOT REQUIRE A PERMIT. is hereby amended by deleting (b)(10) and replacing it as listed below:

1.

Sec. 20-24. Signs which do not require a permit.

(b).

(10) *Pole banners.* No more than two (2) vertical pole banners shall be allowed to be attached per existing light pole or utility pole. Such banners shall not exceed twenty (20) square feet in area; shall have a maximum width of two and one-half (2-1/2) feet and a maximum height of eight (8) feet; and shall have a maximum display height of twenty-five (25) feet measuring from the top edge of the banner to the ground. Such banners shall be set back a minimum of ten (10) feet from public right-of-way, except as provided for in the Pole Banner Policy of the City of Cartersville for City of Cartersville Pole Banners and Downtown Development Authority Pole Banners, a copy of which is one file at the office of Planning & Development.

2.

All other existing provisions of Sec. 20-24. not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Addendum for City Hall Elevator Multimedia Monitoring
DEPARTMENT SUMMARY RECOMMENDATION:	Addendum No. 1 adds the Multimedia Monitoring billing for the City Hall elevator. This 24/7 monitoring is required by the state and will be \$45/month, billed annually. This is not budgeted but will be paid from the Maintenance – Buildings and Grounds account.
LEGAL:	Reviewed by Assistant City Attorney.

RE: City of Cartersville – City Hall MAX Link – USM023513

ADDENDUM NO. 1

This Addendum No.1 shall be made a part of this agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Addendum No.1 shall be final. In no event shall the provider be liable under this agreement for indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

This Addendum No. 1 will add Multimedia Monitoring billing for 1 elevator to contract USM024374 starting 5/1/2023. The location is City Hall of Cartersville at 10 North Public Square, Cartersville, Georgia 30120

1. The 1 Hydraulic unit (City Hall) will add \$45/unit which equals \$45/month total. This will bill Annually with City of Cartersville Annual billing frequency.

|

City of Cartersville

TK ELEVATOR CORP.

Julia Drake



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water department
AGENDA ITEM TITLE:	Geo Hydro Inspections and NPDES Compliance Services
DEPARTMENT SUMMARY RECOMMENDATION:	Geo-Hydro Engineers will provide construction materials testing, special inspection, and NPDES compliance services for the new Water department administrative complex. These services are needed throughout the construction process. We are asking for Council approval to enter into this agreement.
LEGAL:	Reviewed by Archer & Lovell

Mr. Brent Beck
City of Cartersville Water and Sewer Department
148 Walnut Grove Road
Cartersville, Georgia 30120

March 1, 2023

**Proposal to Provide
Construction Materials Testing, Special Inspection
and NPDES Compliance Services
City of Cartersville New Water Department
Cartersville, Georgia
Geo-Hydro Proposal Number 222734.10**

Dear Mr. Beck:

Geo-Hydro Engineers appreciates the opportunity to provide you with this proposal to perform construction materials testing, special inspection, and NPDES compliance services for the above referenced project. We have based this proposal on our review of the plans dated November 2, 2022, and our experience with similar projects.

SCOPE OF WORK

Construction Materials Testing and Special inspections

Subgrade Evaluations and Field Density Testing

At-grade areas and areas to receive structural fill will be evaluated by proofrolling with a loaded dump truck, scraper, or other similar rubber-tired equipment and recommendations for dealing with unstable soils if encountered.

We will obtain bulk samples of proposed fill or backfill soils and conduct laboratory testing to determine the standard or modified Proctor maximum dry density. We will perform requested field density testing of fill or backfill soils.

Foundation Bearing Surface Evaluations

The foundation system will consist of shallow foundations. Our representative will be on site to perform foundation bearing surface testing. Geo-Hydro’s recommended approach to the testing of shallow foundation excavations bearing in soil is to perform hand auger and dynamic cone penetrometer testing at select locations. We will perform these tests in accordance with the general guidelines established in ASTM STP-399. If the required bearing capacity is not available based on our evaluations, remedial recommendations will be provided in a timely manner so as not to unnecessarily delay the construction process.

Observation of Reinforcing Steel

Our representatives will be present to observe that concrete reinforcing steel is in compliance with the project documents for quantity, size, and location. Typically, our site representative will compare the as-built condition of the reinforcing steel to the approved structural and shop drawings. If any discrepancies

are observed, they will be immediately brought to the attention of the field personnel so that appropriate corrections can be implemented.

Concrete Testing

Geo-Hydro’s technicians will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will cast test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval. Please note that continuous monitoring of concrete placement is required to be in compliance with the IBC.

Structural Steel Inspection and Testing

We will perform inspections and testing of the welded and bolted connections in accordance with appropriate codes and the requirements of the AISC 360, Chapter N. We will observe welding operations and perform visual inspections of the completed welds to confirm that the materials, procedures, and workmanship are in conformance with the construction documents. We will observe bolting operations to confirm conformance with the construction documents and the provisions of the RCSC specification.

We will perform inspections during placement of anchor rods and other embedment’s for compliance with the contract documents. We will inspect the steel elements of composite construction which include placement and installation of steel deck and steel headed stud anchors for compliance with the contract documents.

Asphalt Placement Observation and Laboratory Testing

In addition to proofrolling the pavement subgrade, we will provide a technician to measure thickness and density of the prepared aggregate base course. We can also observe asphalt placement for lay down thickness, mat temperatures, and perform nuclear density testing to establish a rolling pattern. We can sample the hot mix asphalt for laboratory testing, core the completed pavement to measure thickness, and perform density testing of the asphalt courses.

NPDES Compliance Scope of Services

The purpose of the services proposed herein will be to help achieve compliance with portions of the Georgia Environmental Protection Division’s National Pollutant Discharge Elimination Systems (NPDES) General Permit Number GAR100001 (NPDES Permit).

The proposed NPDES compliance services include the following:

- Task 1: Weekly and Rainfall BMP Inspections & Reporting
- Task 2: Analysis of Storm Water Turbidity Samples

Task 1: Weekly and Rainfall BMP Inspections & Reporting

Qualified personnel provided by Geo-Hydro will inspect BMPs once every seven days and after each 0.5 inch 24-hour rainfall event, whichever occurs first. The inspector will observe the erosion and sediment control measures in an effort to evaluate if they have been correctly installed and maintained as designed. Qualified personnel will also observe areas of the site that have undergone final stabilization once per

month. The inspections will be performed until a Notice of Termination (NOT) is filed with Georgia EPD by the primary permittee. Storm water discharge points will also be observed to see whether erosion control measures are effective in preventing significant impacts to receiving waters.

A BMP inspection worksheet report summarizing the scope of the inspection will be prepared and submitted to the primary permittees following each BMP inspection. The report will identify areas of non-compliance and provide recommended actions for resolution.

Please note that there is some uncertainty in determining what a State or municipal regulatory inspection team will define as a deficiency. Existing field conditions thought to be in compliance may be interpreted by the regulators as a deficiency. The permittee's defense against any regulatory action is to prove that BMPs have been properly designed, installed, and maintained.

Task 2: Storm Water Collection and Turbidity Analysis

Under the GAR100001 permit, storm water discharges are required to be sampled once after clearing and grubbing are completed and once after 90 days have passed since the clearing and grubbing phase or when mass grading is complete. In addition, if BMPs are found not to be properly designed, installed, or maintained after 90 days have passed since the clearing and grubbing phase or when mass grading is complete, then turbidity samples are to be taken for every 0.5-inch 24-hour rainfall event until those BMPs are found to be properly designed, installed, and maintained. Storm water samples will be collected and analyzed by Geo-Hydro for turbidity in accordance with the GAR100001 permit.

Proposal Assumptions: It is assumed that the primary permittees (owner and general contractor) will provide the following:

- Electronic copy of the site ES&PC Plan.
- Preparation and submittal of the Notice of Intent (NOI) and Notice of Termination (NOT).
- Site superintendent will conduct daily inspections and record rain gauge log.
- Site superintendent will file BMP compliance documents on-site.
- Access to GEOS for submitting turbidity results.

Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

Limitations of Service

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

* * * * *

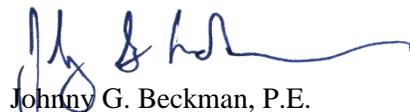
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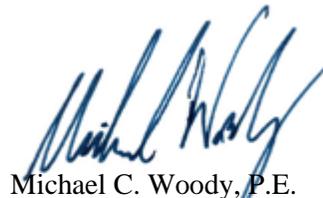
We have included a budgetary cost estimate based on preliminary scheduling information and our understanding of the scope of services required for this project. There is no precise way of determining our final costs since they will depend on the actual construction schedule, weather, and other factors beyond our control. Therefore, we will bill for all of our services on a unit-rate basis in accordance with the attached Schedule of Fees.

If this proposal is acceptable, please authorize our services by executing and returning the attached acceptance sheet. We look forward to working with you on this project. Please contact us if you have any questions.

Respectfully,

Geo-Hydro Engineers, Inc.


Johnny G. Beckman, P.E.
Senior Project Manager
jbeckman@geohydro.com


Michael C. Woody, P.E.
Kennesaw CMT Manager
mwoody@geohydro.com

JGB\MCW\222734.P0 Cartersville New Water Department Proposal

Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

City of Cartersville New Water Department
Cartersville, Georgia
Geo-Hydro Proposal Number 222734.P0

FIELD TESTING SERVICES

Soil, Concrete, and Miscellaneous Testing

Engineering Technician, per hour.....	\$ 70.00
Senior Engineering Technician, per hour.....	\$ 75.00
Special Inspection Technician, per hour.....	\$ 110.00

Steel Testing

Structural Steel Inspector, per hour.....	\$ 150.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day.....	\$ 100.00
Ultrasonic Flaw Detector, per day.....	\$ 150.00

Coring - Pavement or Concrete

Equipment Rental (generator & coring machine), per day.....	\$ 200.00
Diamond Bit Usage, per inch diameter, per lineal inch.....	\$ 3.00
Coring Technician, per hour.....	\$ 85.00

Special Field Test Equipment

Floor Flatness Test Equipment, per day.....	\$300.00
Windsor Probe, per shot.....	\$ 50.00
Nuclear Density Gauge, per day.....	\$100.00
Pavement Quality Indicator (PQI) Non-Nuclear Density Gauge, per day.....	\$100.00
StructureScan Mini all-in-one high-resolution GPR, per day.....	\$500.00
Thermal Imaging Camera, per day.....	\$300.00

NOTE: Above special field test equipment requires an operator billed at the appropriate hourly rate.

StructureScan Mini all-in-one high-resolution GPR, half day.....	\$1,000.00
<i>(Includes travel, operator, and report)</i>	
StructureScan Mini all-in-one high-resolution GPR, full day.....	\$2,000.00
<i>(Includes travel, operator, and report)</i>	

NPDES SERVICES

NPDES Inspection, per trip.....	\$ 200.00
Monthly Monitoring Report, each.....	\$ 200.00
Automatic Storm Water Sampler, per month.....	\$ 300.00
Turbidity Analysis, each.....	\$ 50.00

PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour.....	\$ 250.00
Senior Project Manager/Senior Registered Engineer, per hour.....	\$ 200.00
Project Manager/Registered Engineer, per hour.....	\$ 160.00
Special Inspection Professional, per hour.....	\$ 115.00
Staff Professional, per hour.....	\$ 115.00
Engineering Aide, per hour.....	\$ 85.00
Administrative Assistant, per hour.....	\$ 65.00

**Construction Materials Testing, Special Inspections, and
NPDES Compliance Services
Schedule of Fees**

City of Cartersville New Water Department
Cartersville, Georgia
Geo-Hydro Proposal Number 222734.P0

LABORATORY TESTING SERVICES

Soil-Cement/Cement Treated Base Mix Design Testing

Mix Design with up to Three Cement Amendment rates, each.....	\$ 3,000.00
Proctor Compaction Tests (ASTM D558), each.....	\$ 300.00
Soil-Cement Specimens, Compressive Strength, per specimen	\$ 30.00

Soil & Graded Aggregate Base Material

Proctor Compaction Tests	
Standard (ASTM D-698), each	\$ 200.00
Modified (ASTM D-1557), each	\$ 250.00
Atterberg Limits (ASTM D-4318), each	\$ 125.00
Soil Particle Size Analysis with Hydrometer (ASTM D-422), each	\$ 200.00
Particle Size Analysis of Coarse Aggregate (ASTM C-136), each	\$ 200.00

Concrete, Grout, Mortar, and Masonry

Cylinders, Compressive Strength (ASTM C-39), per cylinder	\$ 20.00
Beams, Flexural Strength (ASTM C-78), each.....	\$ 30.00
Concrete Cores, Lab Preparation and Compressive Strength	
Testing, (ASTM C-42), each	\$ 75.00
Cube Specimens (2" x 2"), Lab Preparation and Compressive	
Strength Testing (ASTM C-109), each.....	\$ 20.00
Masonry Grout Compressive Strength, Lab Preparation	
and Compressive Strength Testing, (ASTM C-1019), each	\$ 25.00
Masonry Prisms, Lab Preparation and Compressive Strength	
Testing, (ASTM C 1314), each.....	\$ 200.00
Concrete Masonry Unit (CMU) Lab Preparation and	
Compressive Strength Testing, (ASTM C 140), each	\$ 200.00

Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each.....	\$ 350.00
Core Density and Thickness Determination, each.....	\$ 45.00
For cores which require splitting add, each	\$ 15.00
Theoretical Voidless Density Determination (AASHTO T-209), each.....	\$ 300.00

MISCELLANEOUS

Mileage, per mile.....	\$ 0.62
Authorized Ancillary Expenses.....	Cost + 15%

- Hourly rates are portal to portal. -All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5. A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.

City of Cartersville
 New Water Department Complex
 Cartersville, Georgia
 Geo-Hydro Proposal Number 222734.P0

PRELIMINARY CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS COST BREAKDOWN

Soils Density & Subgrade Evaluations

Subgrade Evaluations and Field Density Testing (Based on 30 days at 6 hours per day)

180 hours	Senior Special Inspections Technician	at	\$75.00 per hour	\$13,500.00
Laboratory Testing				
1 tests	Standard Proctor Tests	at	\$200.00 per test	\$200.00
Project Management				
15 hours	Senior Project Manager	at	\$160.00 per hour	\$2,400.00
Travel				
30 trips	40 Miles per Trip	at	\$0.62 per mile	\$744.00
				Subtotal
				\$16,844.00

Foundation Testing & Observations

Shallow Foundation Evaluation(Based on 4 trips at 4 hrs. average per trip)

16 hours	Senior Special Inspections Technician	at	\$75.00 per hour	\$1,200.00
Project Management				
4 hours	Senior Project Manager	at	\$160.00 per hour	\$640.00
Travel				
4 trips	40 Miles per Trip	at	\$0.62 per mile	\$99.20
				Subtotal
				\$1,939.20

Cast-in-Place Concrete, Grout Testing and Reinforcing Steel Inspection

(Based on 6 trips at 6 hrs. average per trip)

36 hours	Senior Special Inspections Technician	at	\$75.00 per hour	\$2,700.00
Cylinder Pickup (Based on 6 trips at 2 hrs. per trip)				
12 hours	Senior Special Inspections Technician	at	\$75.00 per hour	\$900.00
Laboratory Testing				
50 specimens	Concrete Cylinders	at	\$20.00 per specimen	\$1,000.00
Project Management				
6 hours	Senior Project Manager	at	\$160.00 per hour	\$960.00
Travel				
12 trips	40 Miles per Trip	at	\$0.62 per mile	\$297.60
				Subtotal
				\$5,857.60

City of Cartersville
New Water Department Complex
Cartersville, Georgia
Geo-Hydro Proposal Number 222734.P0

Steel Inspections

Visual Observations (Based on 4 trips at 6 hrs. average per trip)				
24 hours	Structural Steel Inspector	at	\$150.00 per hour	\$3,600.00
Non Destructive Testing (Based on 2 trips at 6 hrs. average per trip)				
12 hours	CWI/ANST Certified Weld Inspector	at	\$150.00 per hour	\$1,800.00
Project Management				
4 hours	Senior Project Manager	at	\$160.00 per hour	\$640.00
Travel				
8 trips	40 Miles per Trip	at	\$0.62 per mile	\$198.40
			Subtotal	\$6,238.40

Asphalt Pavement Testing

GAB Compaction Testing (Based on 4 trips at 4 hrs. per trip)				
20 hours	Senior Engineering Technician	at	\$75.00 per hour	\$1,500.00
Asphalt Placement Monitoring (Based on 4 trips at 8 hrs. per trip)				
32 hours	Senior Engineering Technician	at	\$75.00 per hour	\$2,400.00
Laboratory Testing				
1 test	Modified Proctor (ASTM D1557)	at	\$250.00 per test	\$250.00
Project Management				
6 hours	Senior Project Manager	at	\$160.00 hour	\$960.00
Travel				
8 trips	40 Miles per Trip	at	\$0.62 per mile	\$198.40
			Subtotal	\$5,308.40

NPDES Best Management Practices (BMP) Inspections

NPDES INSPECTIONS (Based on 14 months)				
Weekly and Rainfall BMP Inspections & Reporting				
14 months	Senior Special Inspections Technician	at	\$600.00 per month	\$8,400.00
			Subtotal	\$8,400.00

ESTIMATED COST FOR CMT SERVICES	\$44,587.60
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AGREEMENT

Meeting: March 16, 2023 Item 10.

Project Name: City of Cartersville New Water Department Building

Project Location: Cartersville, Georgia

Proposal Number: 222734.P0 Date: March 1, 2023

The Client, as identified and defined below, engages Geo-Hydro Engineers, Inc. to provide the services on the Project as detailed in the proposal previously provided to the Client, the terms of which are incorporated herein and made a part of this Agreement. The general terms and conditions on the following pages are likewise incorporated herein and are explicitly made part of this Agreement.

This Agreement is entered into this _____ day of _____, _____ between

Geo-Hydro Engineers, Inc. (“Consultant”) and _____ (“Client”).

GEO-HYDRO ENGINEERS, INC.

Client Firm Name

Signature of Authorized Agent

Signature of Authorized Agent

Print Name

Print Name and title

Title

Signature of City Clerk

Name of City Clerk (attesting to Mayor’s Signature)

Please complete information in box

Billing Entity Name _____
Individual to Receive Invoices _____
Email address _____ Phone No. _____
Street Address _____
City and State: _____



TERMS AND CONDITIONS OF SERVICE

Meeting: March 16, 2023 Item 10.

A. STANDARD OF CARE.

Services under this contract will be performed by Consultant in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same locality.

B. CERTIFICATION.

Consultant may employ sampling procedures during the course of the work. Client acknowledges that such procedures indicate actual conditions only at the precise locations and elevations from which samples were taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Consultant shall make certain inferences based on the results of sampling and any related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Consultant cannot guarantee the existence or absence of conditions which it may infer to exist. Client further acknowledges and agrees that Client shall not cause any resolution of a dispute, including, but not limited to, payment or settlement, contingent upon Consultant's certification of certain conditions, without first receiving Consultant's written certification regarding those conditions.

C. WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONSULTANT MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CONSULTANT'S WRITTEN REPORTS, FINDINGS, OPINIONS, OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Consultant cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Consultant, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Consultant.

Client acknowledges and agrees that Consultant has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Consultant's sole role is to provide a service intended to benefit Client and that Consultant is performing no function at or association with the site that would classify Consultant as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Consultant's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated.

(ii) HAZARDOUS SUBSTANCES.

Client agrees to advise Consultant, in writing, of any hazardous substances on or near the site within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Consultant agrees to contain such materials in a manner approved by Consultant both during and at the completion of Consultant's field activities. Client understands and agrees that Client, and not Consultant, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Consultant's exploratory activities.

(iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Consultant to take immediate measures to protect human health, safety, or the environment. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Consultant to take any and all measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of Consultant's personnel, and Client agrees to compensate Consultant for the additional cost of such work. In addition, Client waives any claim against Consultant, and agrees to indemnify, defend, and hold Consultant harmless from any claim or liability for injury, loss or perceived loss arising from Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

E. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Consultant will perform on Client's behalf, Client hereby waives any claim against Company, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of such claim, including, but not limited to, any attorneys' fees and expenses incurred by Consultant, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

F. SAMPLES, DATA AND RECORDS.

Consultant shall be the sole owner of any and all data gathered by Consultants or reports prepared by Consultant. No entity or individual, other than Consultant, its representatives, or Client, may use or rely upon any data collected by Consultant or reports prepared by Consultant. Except as expressly set forth in this Agreement, Consultant and Client do not intend the benefits of this Agreement, including, but not limited to, the samples, data, and records created by Consultant, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or

cause of action in favor of any such third party, against either Consultant or Client. Samples, data and records are subject to Georgia Open Records Law.

Routine test specimens will be discarded immediately upon completion of tests. Consultant shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Consultant's report to Client. If Client requests a longer period of storage, Consultant will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Consultant for at least three (3) years following completion of Consultant's services.

G. ENTRY.

Client shall provide Consultant, its representatives, and equipment with right of entry on to the Project site. Consultant will endeavor to minimize damage to the land upon which the project is located, however Consultant shall not be under any duty or responsibility whatsoever to restore the Project site to its condition prior to performance of any tests or borings unless a separate agreement to do so is acknowledged in writing with Client. Unless otherwise indicated, Consultant's scope of service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client hereby acknowledges that, unless some other arrangement is made in writing between Client and Consultant, Consultant cannot be held liable for any injuries or damages that may occur for Consultant's failure to perform services not included in the Proposal or this Agreement. Client further acknowledges that testing operations may result in damage to certain landscaping or improvements, due to the tests themselves, disposal of cuttings or ground water, movement of equipment, or due to other cause(s) that can commonly occur and are outside Consultant's control. Consultant will attempt to avoid causing damage, but Client understands and acknowledges that Consultant cannot guarantee damage will not occur and, accordingly, Client agrees to waive any claim against Consultant and to hold harmless, indemnify, and defend Consultant for any claim alleging injury or damage as a consequence of unfilled exploration holes on the site or any other disturbance to natural conditions of or any improvements on the site. Any costs of such restoration shall be added to our compensation pursuant to an agreed-upon price and terms set forth in a separate written agreement entered into between Consultant and Client.

H. FIELD MONITORING AND TESTING.

Whenever Consultant's personnel make on-site observations of materials and/or services provided by a contractor engaged by Client (the "Contractor"), Client agrees that Consultant is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Consultant shall not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that our personnel are observing placement of all materials or that we assume any responsibility or liability for placing or directing placement of materials.

I. SAFETY.

During the provision of observations or monitoring services at the job site during construction, Client agrees that in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and are not limited to normal working hours. Any monitoring of the contractor's procedures conducted by

Consultant does not include review of Meeting: March 16, 2023 Item 10. measures in, on, adjacent to, or near the construction site.

J. FREEDOM TO REPORT.

It is contemplated that, during the course of this engagement, Consultant may be required to report on the past or current performance of others engaged or being considered for engagement directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims of libel or slander against Consultant and its present or former principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys (the "Consultant Representatives"). To help create an atmosphere in which Consultant's personnel feel free to express themselves candidly, Client agrees (1) to waive any claim against the Consultant Representatives and (2) to defend, indemnify, and hold harmless the Consultant Representatives from any claim or liability for injury or loss allegedly arising from professional opinions rendered by Consultant to Client or Client's agents, including, but not limited to, claims for slander or libel. Client further agrees to compensate the Consultant Representatives for any time spent or expenses incurred by the Consultant Representatives in defense of any such claim, in accordance with Consultant prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Consultant may be required by local, state, and/or federal statute and/or regulations to report the discovery of hazardous materials to a government agency, and that Consultant, when practical, will do so only after notifying Client. Client waives any cause of action, claim, suit, or demand associated with Consultant's compliance with its duties to report as required by local, state, and/or federal laws and regulations.

K. PAYMENT.

Client agrees to pay Consultant in full for all services provided by Consultant to Client. Time is of the essence regarding payment of Consultant's invoices. Client's obligation to pay Consultant is not dependent upon Client's ability to obtain financing, approval of any governmental or regulatory agency, or upon Client's successful completion of the Project. Consultant reserves the right to submit progress invoices to Client on a monthly basis and a final invoice upon completion of Consultant's work. Each invoice is due and payable to Consultant, by Client, immediately upon presentation. All amounts due to Consultant and not paid within thirty (30) days of the presentation of the invoice shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law) until paid in full.

If any obligation of Client hereunder is collected by legal proceeding, including, but not limited to, a demand letter, lawsuit, arbitration, and/or mediation, Client shall pay to Consultant, in addition to the amount due, all Costs of Collection (as defined below), including, but not limited to, fifteen percent (15%) of the total amount due by Client to Consultant as reasonable attorney's fees as well as all costs incurred by Consultant if the legal proceeding does not result in a lawsuit or arbitration proceeding, and thirty percent (30%) of the total amount due by Client to Consultant as reasonable attorneys' fees as well as all court costs incurred by Consultant if the legal proceeding results in a lawsuit or arbitration proceeding. "Costs of collection" shall include, but are not limited to, the hourly cost to Consultant for employee's time expended in collection efforts.

L. TERMINATION.

In the event that Client requests termination of the work prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place Consultant's files in order and to complete a report on the work performed to date. Client acknowledges and agrees that the amount of damages that Consultant will sustain in the event Client terminates this Agreement prior to Consultant's completion of its work required by the proposal and this Agreement will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Agreement prior to Consultant's completion of the work required by the proposal and this Agreement, Client shall be liable to Consultant for liquidated damages in the amount equal to thirty percent (30%) of all charges incurred as of the date of Client's termination of the Agreement (the "Liquidated Damages")

acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Consultant.

M. PROFESSIONAL LIABILITY.

Client agrees that the liability of Consultant and its principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys, to Client due to any negligent professional acts, errors or omissions, or breach of contract will be limited to an aggregate of \$500,000.00.

Consultant does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Consultant's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Consultant is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Consultant's recommendations or instructions.

N. INDEMNIFICATION.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

O. CONFIDENTIALITY.

Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's principals and employees, any data or information not previously known to and generated by Consultant or furnished to Consultant and marked CONFIDENTIAL by Client ("Confidential Information"). These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim. City of Cartersville agreements are subject to Georgia Open Records Law.

P. NON-CIRCUMVENTION. (DELETED)

Q. GOVERNING LAW; VENUE.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed and construed by the laws of the State of Georgia, and Venue shall lie in the State of Georgia, Bartow County, for all causes of action under this Agreement.

R. SEVERANCE; SURVIVAL.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

S. EXECUTION.

This Agreement may be executed in Meeting: March 16, 2023 Item 10. in original, but all of which shall together constitute one document. In the event one or more of the parties intends to sign and deliver this Agreement by facsimile transmission, ".pdf", or "jpeg," each party agrees that the delivery of the Agreement by facsimile, ".pdf", or "jpeg" shall have the same force and effect as delivery of original signatures, and each party may use such facsimile, ".pdf", or "jpeg" signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

T. REPRESENTATIONS.

Client represents and warrants that it has full authority to enter into this Agreement and to consummate the transactions contemplated herein, and that this Agreement is not in conflict with any other Agreement to which Client is a party or by which it may be bound.

U. MISCELLANEOUS.

This instrument constitutes the entire agreement of the parties. There are no terms or conditions except those set forth herein. This Agreement may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Agreement and specifies the amendment made. No waiver of any breach of this Agreement shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Agreement is governed by the laws of the State of Georgia.

CONTRACTOR AFFIDAVIT AND AGREEMENT

Meeting: March 16, 2023 Item 10.

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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to City of Cartersville at the time the subcontractor(s) is retained to perform such service.

048636

EEV/ Basic Pilot Program* User Identification Number



BY: Authorized Officer or Agent

Principal

Title of Authorized Officer or Agent of Contractor

Brian K. Ingram

Printed Name of Authorized Officer or Agent

Geo-Hydro Engineers, Incorporated

Contractor Name

Same

DBA: Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

14th DAY OF March, 2023

Notary Public Jennifer L. Woody
My Commission Expires 12/09/20



* As of the effective date of O.C.G.A. ' 13-10-91, the applicable federal work authorization program is the AEEV / 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).



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	GDOT Bartow-Douthit Ferry: Response to Funding Request
DEPARTMENT SUMMARY RECOMMENDATION:	The Georgia Department of Transportation (GDOT) has reviewed a request for additional preliminary engineering funding for the Douthit Ferry Road Project and after reviewing the project scope, they have agreed to fund an additional \$375,000 towards engineering costs on this project. I am requesting City Council approve this additional funding and for the Mayor to send a letter accepting GDOT's \$375,000 of additional funding for this project.
LEGAL:	N/A



Russell R. McMurry, P.E.,
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

Meeting: March 16, 2023 Item 11.

March 9, 2023

Matt Santini, Mayor
City of Cartersville
1 N. Erwin Street
P.O. Box 1390
Cartersville, GA 30120

RE: City of Cartersville Project Funding Request
GDOT Project P.I. No. 0007494, Bartow County
Project Description: CS 1054/Douthit Ferry Rd Fm Old Alabama Rd to SR 61/SR 113

Dear Mayor Santini:

Thank you for the City's funding request to assist with preliminary engineering (PE) activities for Project Identification Number (P.I. No.) 0007494 CS 1054/Douthit Ferry Road from Old Alabama Rd to State Route (SR) 61/SR 113 – Roadway Widening Project. The next critical milestone for the project is right of way (ROW) acquisition. The Georgia Department of Transportation (GDOT) estimates that an additional \$750,000 will be needed to complete critical project deliverables such as preliminary design plans, approved right of way plans and an approved National Environmental Policy Act (NEPA) environmental document. Completion of these activities would allow for the project to advance to the right of way acquisition phase while maintain federal funding eligibility.

GDOT has thoroughly reviewed the City's additional PE funding request and is willing to commit \$375,000 in additional PE funding which is half of the proposed cost estimate for PE activities needed to advance the project to ROW acquisition. The additional funding would be provided through reimbursement to the City upon submission of processing of project invoices for eligible activities. Please note that the \$375,000 PE funding commitment by GDOT would be capped, therefore the City would be responsible for any additional PE charges above the \$375,000 to complete the project as well as fully funding the project's ROW acquisition and reimbursable utility costs which are currently estimated at \$11.4 million and \$605,000 respectively. It should be noted that GDOT is still committed to funding the project construction costs which are currently estimated at approximately \$33 million.

GDOT truly values the City's continued cooperation and partnership on this project. GDOT will begin with developing a supplemental project framework agreement for the project to reflect the additional reimbursable PE funding once written notification is received of the City's desire to continue with advancing the project towards ROW acquisition as this time. If you have any questions, please contact the GDOT Project Manager, Helen Hawkins, at (678) 898-8852.

Sincerely,

Albert Shelby

Digitally signed by Albert Shelby
DN: C=US, E=ashelby@dot.ga.gov,
O=GDOT, OU=GDOT Program
Delivery, CN=Albert Shelby
Date: 2023.03.08 13:18:46-05'00'

Albert V. Shelby, III
Director of Program Delivery

AVS:KWN:CAR:DBL:HRH

Attachment: City's email request for funding assistance

Cc: The Honorable Jeff Lewis, State Transportation Board, Congressional District 11
Russell R. McMurry, P.E., Commissioner
Meg Pirkle, P.E., Chief Engineer
Matt Markham, Deputy Director of Planning/State Transportation Planning Administrator
Kimberly W. Nesbitt, State Program Delivery Administrator
Grant Waldrop, P.E., District 6 Engineer
Tom Sills, Cartersville-Bartow MPO Transportation Planner
Dan Porta, Cartersville City Manager
Wade Wilson, Cartersville City Engineer
Project Files

From: [Shelby, Albert](#)
To: [Hawkins, Helen](#)
Cc: [Lott, Justin](#)
Subject: FW: Douthit Ferry Road Project
Date: Friday, June 10, 2022 12:05:02 PM
Attachments: [Southland Engineering Addl Services for Douthit Ferry Rd. \\$524,435.90.pdf](#)
[image001.png](#)

Hey Helen,

Can you call me on this today sometime?

Have a great day!

Albert V. Shelby, III
Director of Program Delivery



600 West Peachtree Street, 25th Floor
Atlanta, GA 30308
(404) 631-1758 office
(404) 354-0513 cell
ashelby@dot.ga.gov email

From: James, Crystal <crjames@dot.ga.gov>
Sent: Thursday, June 9, 2022 4:50 PM
To: Shelby, Albert <ashelby@dot.ga.gov>
Subject: FW: Douthit Ferry Road Project

Commissioner asked that you review the below request from Board Member Jeff Lewis on behalf of Cartersville. Please let us know what you come up with.
Thank you.

CRYSTAL

From: Jeff lewis <repjefflewis@bellsouth.net>
Sent: Wednesday, June 8, 2022 10:28 AM
To: McMurry, Russell <rmcmurry@dot.ga.gov>
Subject: Fwd: Douthit Ferry Road Project

Russell,
I am behind in forwarding the below email to you.
Please see and let me know how GDOT can help.
Thanks

Jeff

Sent from my iPhone

Begin forwarded message:

From: Dan Porta <dporta@cityofcartersville.org>
Date: May 20, 2022 at 2:55:39 PM EDT
To: Jeff lewis <repjefflewis@bellsouth.net>
Subject: Douthit Ferry Road Project

Jeff,

As a follow up to our conversation, the City of Cartersville has received the attached request for additional services from Southland Engineering regarding the Douthit Ferry Road Project in the amount of \$524,435.90. In reviewing the change order, 75% of the additional work is due to an updated traffic study to meet the requirements of GDOT and FHWA, and new environmental work. At the present time, the GDOT Project Framework Agreement Grant (\$609,497.21) is almost exhausted and with the additional required traffic study and environmental work, the city will have to find the funds for this work in order for us to get the plans approved and begin right-of-way acquisition.

I am hopeful that you can help us with some additional GDOT funds to help cover the cost of this additional work.

Please feel free to call me with any questions regarding this request. I look forward to your response.

Thanks,
Dan Porta
City Manager
City of Cartersville
770-387-5684



Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient,

you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part to **KEEP IT CLEAN GEORGIA** – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Cartersville – Bartow County Water Contract
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The City and County initially entered into a water service agreement in 1969. This contract, with its various amendments and extensions expired in 2019.</p> <p>The Water Departments of both governments have worked to draft a new, mutually beneficial agreement which will ensure the continued prosperity and growth of each entity for the benefit of citizens and customers of each. This new thirty (30) year agreement not only provides for continued water service, but mandates the cooperation and joint planning of both water systems.</p> <p>We recommend this contract for your approval and request the Mayor and City Clerk sign the contract document.</p>
LEGAL:	Prepared and Reviewed by City Attorney

WATER AGREEMENT

This Agreement, made and entered into as dated herein, by and between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as “**Cartersville**”) and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as “**Bartow**”).

WITNESSETH:

WHEREAS, the **City** has excess capacity in its water system; and
WHEREAS, currently, **Bartow** is a customer of **Cartersville**; and
WHEREAS, **Cartersville** and **Bartow** desire to continue their relationship to allow for the supply of water to customers in **Bartow** and **Cartersville**; and

WHEREAS, due to issues related to public safety and health, logistical, economic, environmental, topographical, water system proximity, and de-annexations, and annexations, it has been necessary for **Cartersville** and **Bartow** to provide service in each other’s respective jurisdictional limits; and

WHEREAS, **Bartow** desires to contract with **Cartersville** to have a stable source of water supply for its customers and water system and expansion thereto; and

WHEREAS, **Cartersville** currently has allocated raw water storage as indicated herein; and

WHEREAS, the Commissioner of Bartow County at its meeting on the ___ day of _____, 2023 adopted this Agreement; and

WHEREAS, the Mayor and City Council of the City of Cartersville at its meeting on the ___ day of _____, 2023 adopted this Agreement; and

WHEREAS, Cartersville and Bartow shall enter into this contract agreement, as provided herein, pursuant to the authority granted to each by Paragraph I, Section IV, Article VII, of the Constitution of the State of Georgia.

NOW, THEREFORE, for and in consideration of the promises herein, and the mutual benefits to the parties hereto, said parties hereby agree as follows:

1. TERM.

For a period commencing on the ____ day of _____, 2023, and ending on the ____ day of _____, 2053, **Bartow** shall have the right to purchase water from **Cartersville** for the operation of the Bartow County Water System and extensions thereof as provided for herein.

2. SERVICE TERRITORY.

- a. **Bartow and Cartersville** due to issues related to public health and safety, logistical, economic, geographic, environmental, topographical, water system proximity, de-annexations, and annexations have found it necessary to supply water to customers in each other’s respective jurisdictions. **Bartow and Cartersville** desire to establish service territories for each water system as outlined in Exhibit “A”, which Exhibit shall include points of interconnection between the two water systems, attached hereto and incorporated herein by reference.
- b. To the extent the matters set out herein require addendums to the applicable Service Delivery Strategy Agreement, including service territories as outlined in Exhibit “A”, the parties agree to cooperate in amending same and to incorporate the matters set forth herein into any future service territories and Service Delivery Strategy Agreement.

3. QUANTITY OF WATER DELIVERED AND CAPACITY LIMITATIONS

- a. **Contracted Capacity:** **Cartersville** hereby agrees to supply **Bartow** a volume of seven million five hundred thousand gallons per day (hereinafter referred to as “7.5 MGD”) as an average monthly day, which is calculated by dividing the monthly total of gallons delivered by the number of days in the month. This shall be Bartow’s “Contracted Capacity.”

- b. Currently **Cartersville** has contracted storage and permitted withdrawal rights in Lake Allatoona of 21.42 MGD Maximum 24-hour withdrawal, not to exceed 18.0 MGD monthly average, and 16.8 MGD average annual flow (Permit No. 008-1491-06). Additionally, **Cartersville** has withdrawal rights from the Etowah River of 26.42 MGD Maximum 24-hour withdrawal, not to exceed a monthly average withdrawal of 23.0 MGD. Special conditions of this permit stipulate the combined withdrawals from Lake Allatoona and the Etowah River are limited to 21.8 MGD Average Annual Flow / 23.0 MGD Maximum monthly average / 26.42 MGD Maximum 24-hour withdrawal (Permit No. 008-1423-04).

- c. Based on current information known to **Cartersville** and factors which can be reasonably forecast, **Cartersville** has water withdrawal rights, productive capacity and necessary infrastructure to fulfill **Cartersville’s** obligations under this agreement.

- d. **Cartersville** shall hold sufficient productive capacity in its water treatment plant and distribution system to fulfill its obligation under this Agreement. **Cartersville** reserves the right at its sole discretion, to combine new or additional sources of capacity to meet its obligation to **Bartow**, provided these sources produce an equivalent product in quality, pressure, and availability.

e. In the event that **Bartow** desires an increase in contracted capacity (water in addition to the seven million five hundred thousand gallons per day 7.5 MGD), and in the event that **Cartersville** has excess capacity beyond its current obligations, then upon a mutually agreed to amendment **Cartersville** shall provide said water to **Bartow**. However, **Cartersville** makes no guarantees that it may have capacity in excess of the Contracted Capacity.

f. If any one or several customers of **Bartow's** water system desires service capacity at such a volume and rate which increases **Bartow's** demand to greater than the Contracted Capacity in paragraph "a" of this section and which necessitates capacity expansion or substantial service delivery modifications to **Cartersville's** system, **Cartersville** and **Bartow** shall enter into a separate agreement securing funding for expansion or modification projects. Such separate agreement may include a separate rate provision for such additional capacity expansion for **Bartow**. If public debt is issued for the same **Bartow** shall secure said debt with guarantee of additional revenue generated from the project.

g. **Cartersville** shall not be required to supply water at a financial loss or to reduce its reserve withdrawal, treatment, or transmission capacity to fulfill its obligations under this Agreement.

4. PURCHASE PRICE.

a. **Cartersville** by ordinance shall establish a wholesale rate for **Bartow** for the water supplied pursuant to this Agreement. In its sole discretion, **Cartersville** may by ordinance adjust said wholesale rate, said adjustment shall become effective as indicated in said ordinance. **Bartow** shall be given at least thirty (30) days written notice prior to any rate change applicable to **Bartow**. The Wholesale rate increase for this agreement will not

exceed the rate of increase applied to **Cartersville's** inside City residential rate on a percentage basis,. **Cartersville** may make rate changes in the event of an emergency declared by the City Council, the State of Georgia, or the U.S. Army Corps of Engineers.

b. The standard billing unit used by **Cartersville** for all water customers shall be used for pricing.

c. Any federal or state mandates requiring an increase in cost shall be passed on to **Bartow**, with as much notice as possible prior to the adjustment.

d. **Take or Pay Provision.** **Bartow** shall regardless of the actual volume used, pay to **Cartersville** a minimum of sixty-five (65%) percent of the contracted volume of seven million five hundred thousand gallons per day (7.5 MGD), whether **Bartow** takes delivery or not, as long as the obligated volume is available for supply to **Bartow**.

e. In the event of a drought declared by proclamation of the Governor of the State of Georgia, the minimum payment is reduced by the same percentage ordered by the State for reduction. This provision can be modified by agreement of the parties.

f. Any water delivered to **Bartow** from a source other than Lake Allatoona may have additional costs. **Cartersville** shall have the right to impose surcharges to recover such additional costs from **Bartow** proportional to **Bartow's** water demand from the **Cartersville** system. **Cartersville** shall notify **Bartow** of such additional costs and **Bartow** shall have the right to accept or deny those charges prior to delivery of additional water.

5. **RATES AND CHARGES.**

a. **Bartow** agrees that it will pay to **Cartersville** the rates and charges calculated in accordance with the terms of this Agreement.

b. The charges levied by **Cartersville** to **Bartow** will consist of the following elements:

- i. Extraterritorial Capacity Fee: As detailed in Section 15 of this agreement, payment for each new meter setting based on meter size connected to the **Bartow** system in accordance with Intergovernmental Agreement with effective date September 15, 2000.
- ii. Volumetric Rate: A wholesale rate for potable water delivery as established by ordinance as amended from time to time.

6. BILLING AND PAYMENT

a. Conditions permitting, **Cartersville** will cause its meters to be read at monthly intervals. As associated technology advances, meter data will be shared between **Cartersville** and **Bartow** to assist with planning and coordination of water use and demand management.

b. **Cartersville** will deliver to **Bartow** an itemized statement of charges for the water furnished during the previous month and **Bartow** will make payment of such bill within fifteen (15) days of receipt of the statement of charges unless there is a legal dispute as to the accuracy of the statement of charges. Should such a dispute arise, **Bartow** shall pay that portion of the bill that is not disputed within fifteen (15) days.

c. If all or part of any bill remains unpaid for twenty (20) days after such bill is received by **Bartow**, interest thereon will accrue at a rate of two (2%) percent per month, unless there is a legitimate dispute as to the accuracy of the bill.

7. DELIVERY OF WATER.

- a. The physical point of delivery shall be the interconnection(s) between the two systems. **Cartersville** will be deemed to be in control and possession of water delivered under this Agreement until it has been delivered to **Bartow** at Points of Delivery, after which **Bartow** will be deemed to be in control and possession thereof.
- b. **Bartow** will have no responsibility with respect to any potable water deliverable hereunder until it is delivered to **Bartow** at Points of Delivery or on account of anything which may be done, happens, or arises, with respect to said water before such delivery unless due to a cause attributable to the negligent actions of **Bartow**, and **Cartersville** will have no responsibility with respect to such water after its delivery to **Bartow** or on account of anything which may be done, happens, or arises, with respect to said water after such delivery, unless due to cause attributable to the negligent actions of **Cartersville**.
- c. All delivery points will be metered at all times. Either party will have a right to examine such metering equipment with reasonable prior notice during normal business hours. It shall be the duty of each party to give immediate notice to the other party of any such equipment found to be malfunctioning. Upon discovery or notice to **Cartersville**, **Cartersville** will promptly arrange for the repair or replacement of said meter equipment.
- d. All meters will be calibrated at the factory recommended interval or not less than once annually. Both **Cartersville** and **Bartow** will have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspection, testing, calibrating, or adjusting done in connection with the meters and other measuring equipment used in measuring deliveries to **Bartow**.
- e. All costs associated with meter calibration shall be borne by **Cartersville**.

- f. All points of delivery shall be protected by an ASSE approved backflow prevention device. The device shall be tested not less than once annually. A failing device shall be repaired in not more than 30 days. Should there be a complete failure of any device **Cartersville** should be notified immediately. All costs associated with installation, testing, maintenance and repair of said devices shall be borne by **Bartow**.
- g. **Bartow** will maintain a backflow prevention program at least as stringent as **Cartersville** or install reduced pressure zone backflow prevention devices at each point of delivery.
- h. **Bartow** may install, maintain, and operate, at its expense, such telemetry equipment, operating equipment, pressure regulators, and verification measuring equipment as **Bartow** desires provided, however, the equipment will not be installed and operated in a manner that would affect the accuracy and operation of **Cartersville's** Meter or other measurement facilities.
- i. **Cartersville** will have access to **Bartow's** measuring equipment records during reasonable business hours upon request with reasonable prior notice.
- j. Delivery pressure at the point of interconnection as shown in Exhibit "A" shall not be less than 50 pounds per square inch (psi) static pressure not including emergencies, mechanical failures, force majeure events, etc..
- k. **Cartersville** shall not be obligated to supply water at any point of delivery or rate of flow as demonstrated by hydraulic modeling or actual performance which reduces pressure on **Cartersville's** water distribution system below 50 pounds per square inch (psi), if such reduction is caused by **Bartow's** pumping, draw, or system modifications.

l. **Bartow** shall be responsible for the cost of design and construction of all new interconnections. **Cartersville** shall have the right to approve all plans and specifications prior to construction. **Bartow** is responsible for any and all permits, licenses or other approvals necessary to construct and operate the interconnections.

m. Maintenance cost of existing interconnections as constructed shall be the responsibility of **Cartersville**. Should **Cartersville** decide to upgrade metering equipment or make other improvements to existing interconnections, including meters, vaults, piping, valves and appurtenances, those costs will be borne entirely by **Cartersville**.

8. **HEALTH AND SAFETY.**

Cartersville may adopt any protective or health measures it deems advisable or desirable for the benefit of its water customers, in any manner that **Cartersville** sees fit.

9. **CARTERSVILLE'S OBLIGATIONS.**

a. Subject to all terms, conditions, and limitations of this agreement, commencing with the execution and continuing thru the term of this Agreement, **Cartersville** agrees to sell treated water to **Bartow** and to deliver potable water to **Bartow** at the Points of Delivery, and **Bartow** will have the right to purchase and receive said services from **Cartersville** subject to limitations outlined in the agreement every Contract Day.

b. For purposes of this agreement and subject to Force Majeure, **Cartersville** shall have fulfilled its obligation to supply water to **Bartow** so long as such water is available at the points of interconnection. **Cartersville** shall be relieved of this obligation upon proper notification to **Bartow** that abnormal operations (maintenance, construction, etc.) are planned. **Cartersville** shall provide as much notice as possible of potential disruption to the water supply.

c. **Cartersville** shall ensure the quality of the water made available for delivery is of the same quality supplied to its own customers. The quality will comply with all federal, state and local laws, regulations and permit requirements which are applicable to **Cartersville** at the time of delivery. Should quality standards applicable to **Bartow** exceed those applicable to **Cartersville**, **Bartow** shall be responsible for all additional treatment costs to achieve those standards.

d. In the event of a legal challenge to **Bartow's** Connection Fees for water service, **Cartersville** will assist **Bartow** in the defense of any portion of the Extraterritorial Capacity Fees that are collected by **Bartow** on **Cartersville's** behalf.

e. **Cartersville** will operate the water system or cause the same to be operated in a safe, efficient, and economical manner. In addition, **Cartersville** will maintain the water system in good repair and sound operating conditions, ordinary wear and tear and obsolescence in spite of repair, notwithstanding. **Cartersville** will make all repairs, renewals, and replacements that are necessary to the maintenance and operation of the water system consistent with good business and usual operating practices for comparable facilities. **Cartersville** will notify **Bartow** of any major malfunctions of the water system related to water service to **Bartow** and **Cartersville** will make necessary repairs to **Cartersville's** system promptly.

f. **Cartersville** will maintain all of their facilities and appurtenances used for or related to service to **Bartow**. Any normal industry-standard, scheduled preventive or recuperative maintenance requiring that service delivery or receipt be reduced or interrupted will be determined thru prudent management and operations practices. Notice of curtailment or interruption of water service will be provided in writing to **Bartow** at least

fourteen (14) calendar days in advance of interrupting activity to allow time for alternative operation of **Bartow's** system. **Cartersville** will make necessary repairs in a reasonable time.

g. In the event it is determined the primary billing meter is inaccurate, billing for the location will be determined by the following methods in order of preference:

i. Using the registration of any check or verification meter if installed and accurately registering.

ii. By correcting the error if the percentage error is ascertainable by calibration, testing or mathematical calculation.

iii. By estimating the quantity of water delivered from historical demand under similar conditions when the location was registering accurately.

h. Should any reading be estimated by the methods above, **Bartow** will be notified prior to billing. All data and calculations will be available to **Bartow** for review.

i. An appropriate billing adjustment (credit or additional charge) will be made for the period during which said meter was defective or failed to register.

j. **Cartersville** and **Bartow** will jointly review at least annually capacity utilization at each point of delivery. Any point of delivery found to be in excess of seventy-five percent (75%) of existing capacity will be noted and evaluated by both **Cartersville** and **Bartow** for upgrades and/or expansion of capacity.

10. **BARTOW'S OBLIGATIONS.**

a. **Bartow** covenants and agrees to enact and maintain and thereafter collect rates and charges which will, at all times be sufficient to satisfy and discharge its obligations under

this Agreement. **Bartow** agrees to periodically review and revise such rates and charges as necessary to comply with the foregoing requirements.

b. When **Bartow** constructs new water lines or replaces existing lines inside the incorporated area of **Cartersville** they will install fire hydrants in accordance with **Cartersville** Development Regulations, including **Cartersville** Ordinance Article V, Section 7.5-123.

c. **Bartow** will include in their development regulations a stipulation that any person applying for water service or rezoning outside of the incorporated area of **Cartersville**, but within the **Cartersville** service area, as illustrated in Exhibit “A” must obtain written approval of water availability from **Cartersville** before **Bartow** will issue a building permit or rezoning approval.

d. **Bartow** will require that anyone using **Bartow** fire hydrants excluding the Fire Department, will not be allowed to receive water from hydrants without an approved backflow prevention device on the hydrant.

e. **Bartow** will work in concert with **Cartersville** to implement and enforce a drought management plan in the event a drought is declared by the State of Georgia which requires reductions in water consumption.

f. **Bartow** shall enact, within a reasonable time after the date of this Agreement ordinances, rules and regulations substantially the same as those of **Cartersville** relative to the use of its water system, installation and connection of buildings and construction of **Bartow’s** Water System. After **Bartow’s** enactment, **Bartow** shall maintain and enforce said ordinances, rules and regulations as required to conform to reasonable and lawful amendments to said **Cartersville** ordinances, rules and regulations which may be enacted

from time to time. Said amendments by **Cartersville** shall not be discriminatory and **Bartow** shall be given at least thirty (30) days written notice prior to **Cartersville's** enactment of any amendment applicable to **Bartow**. Unless deemed an emergency by the Mayor and City Council of the City of Cartersville, then said changes shall be effective as indicated in said ordinances.

g. **Bartow** shall adopt and enforce for its water system minimum standards and specifications in accordance with generally accepted industry standards. Nothing in this Agreement shall prevent **Bartow** from adopting and enforcing more stringent standards than those enforced by **Cartersville**.

h. **Bartow** assumes full responsibility for the operation, supervision, management, maintenance, repair, replacement and expansion of all portions of the **Bartow** Water System. To the fullest extent permitted by law, **Bartow** shall indemnify and hold harmless **Cartersville**, its officers, employees, and agents from and against any and all claims, costs, losses and damages caused solely by the negligent acts or omissions of its officers, employees, and agents in its performance of duties with respect to this Agreement.

i. **Bartow** shall have the sole right to make or deny connections to said **Bartow** Water System, subject to the provisions of this Agreement.

j. **Bartow** shall give **Cartersville** reasonable notice of proposed commercial or industrial developments projected to increase demand on **Cartersville's** system by 100,000 gallons per day (0.1 MGD) at any single or multiple points of delivery, and all residential developments in excess of fifty (50) units that are approved by **Bartow** for development. **Cartersville** shall have the right to inspect and approve or reject any such connection not

in conference with applicable ordinances or this agreement. All such inspections shall be at **Cartersville's** expense.

11. REMARKETING.

- a. **Bartow** shall be free to remarket without restriction to price or terms supplied water to other parties within **Bartow's** designated service area as depicted in Exhibit A. Additionally, **Bartow** may remarket to parties contiguous to their system provided a volume of water equal to that sold outside their jurisdictional boundary is returned to the ACT Basin.
- b. **Cartersville** agrees to not sell water to other parties or persons within the **Bartow** designated service area, according to Exhibit A, Service Territory Map, as amended from time to time without first obtaining written approval from **Bartow**.
- c. Nothing in this agreement is intended nor shall it be interpreted to waive the right of **Cartersville** to provide water service to current or future areas within or adjacent to its existing service area. **Cartersville and Bartow** retain the right to continue serving all current customers as of the date of execution of this Agreement regardless of their location.

12. AVAILABILITY OF RESOURCES.-Reserved.

13. JOINT PLANNING AND DEVELOPMENT.

- i. **Cartersville** and **Bartow** shall work jointly to develop and update models of their respective systems and establish System Development Plans which take into account future land use, population projections, capacity use by customer class, and such other factors as agreed to by both parties.
- ii. Certain elements of this plan may be performed as separate exercises from this agreement, such as through the Metropolitan Water Planning District's Water

Resource Plan, Service Delivery Strategy Plans, or other inter-governmental planning efforts. These plans will serve to satisfy the intent of this section.

14. RECORDS AND AUDITS.

- a. **Cartersville** will maintain books and records in accordance with generally accepted accounting principles and with proper utility accounting principles.
- b. **Bartow** will maintain books and records in accordance with generally accepted accounting principles and with proper utility accounting principles.
- c. During normal business hours and subject to conditions consistent with the conduct by **Cartersville** of its regular business affairs and responsibilities, **Cartersville** will provide **Bartow** or its authorized representatives with access to **Cartersville's** books, records, and other documents of its water system upon request.
- d. During normal business hours and subject to conditions consistent with the conduct by **Bartow** of its regular business affairs and responsibilities, **Bartow** will provide **Cartersville** or its authorized representatives with access to **Bartow's** books, records, and other documents of its water system upon request.
- e. At the end of **Bartow's** fiscal year, **Bartow** shall submit to **Cartersville** a written report detailing **Bartow's** prevailing water rate schedules, and use by customer classification and premises on which the rates have been formulated.

15. CAPACITY FEE.

- a. **Cartersville** and **Bartow** currently have executed a Capacity Fee Agreement with effective date of September 15, 2000, as may be amended. Both parties acknowledge that upon completion of periodic capacity fee analyses by **Cartersville**, a new Capacity Fee Agreement shall be entered into between the

parties herein. . **Cartersville** shall give **Bartow** thirty (30) days' notice of any change in its fees to ensure that **Bartow** assesses fees accordingly.

b. **Bartow** shall hereinafter pay to **Cartersville** a capacity fee equal to **Cartersville** capacity fee then in effect and applicable for water service outside the city limits of **Cartersville** for each water customer connected to, or committed to connect to **Bartow's** water system. Such capacity fees collected by **Bartow** on behalf of **Cartersville** shall be paid to **Cartersville** by the 21st day of the month following the billing period and shall be accompanied by a list of names and connection addresses of new individual customers.

c. Nothing in this Agreement shall prohibit **Bartow** from assessing and collecting capacity fees from existing and future water customers of **Bartow** water system in addition to **Cartersville's** capacity fees.

16. TERMINATION.

Notice of termination by either party must be provided at least twelve (12) months before the effective date of termination of this agreement. This agreement may be modified from time to time to enhance the operations of each system and further benefits to residents of **Cartersville** and **Bartow**.

17. RULES AND REGULATIONS.

The Parties will collaborate and obtain such permits, certificates or the like, as may be required by applicable law. To the extent allowed by applicable state and federal law, **Bartow** agrees to comply with all rules and regulation that **Cartersville** has now or may in the future impose on its water customers; provided that, in the event of any addition or change to the **Cartersville's** rules

and regulations, and to the extent possible and allowed by applicable law, **Cartersville** shall provide written notice of such addition or change to **Bartow** at least sixty (60) days before such addition or change becomes effective; and **Bartow** may, at its option, terminate this Agreement upon such addition or change to the rules or regulations becoming effective, subject to Section 16 of this agreement. Those rules and regulations may include but shall not be limited to emergency measures such as limits on outdoor water use or required reductions due to a locally imposed drought management policy.

18. MISCELLANEOUS.

- a. **Insurance.** **Bartow** and **Cartersville** shall each have and maintain during the term of this Agreement commercially reasonable insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with its (respective) performance of this Agreement
- b. **Assignment.** Neither party shall assign any right or obligation under this Agreement without the other party's prior written consent.
- c. **Force Majeure.** Neither party, nor their respective employees or agents, shall be liable for its respective non-negligent or non-willful failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) except as otherwise provided in this Agreement, any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible, which change shall not include any mandate(s) with which **Cartersville** must comply, which, in the event of non-compliance, may result in termination

of this Agreement in **Bartow's** sole discretion; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the government entity claiming a force majeure under this paragraph; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

d. **Entire Agreement.** This Agreement, and the Exhibits hereto which are incorporated herein by this reference, constitute the entire agreement and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written instrument signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase orders or any other such document subsequently submitted by either party hereunder. The parties acknowledge that this Agreement, as it may be amended as provided herein, shall be incorporated as part of any Service Delivery Strategy Agreement entered into between the parties subsequent to the date of this Agreement.

e. **No Joint Venture.** The parties hereto agree that nothing contained within this Agreement can be or should be construed as creating a joint venture or partnership between the parties.

f. **Public Procurement Requirements.** The parties agree that any procurement related to this Agreement will be done in full compliance with all public works bidding requirements of the State of Georgia.

g. **Authority.** Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

h. **Records.** Each party shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for at least a period of three years following the termination of this Agreement.

i. **Interpretation.** The parties hereto have cooperated in the preparation of this Agreement, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

j. **Notice.** All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

BARTOW COUNTY: Bartow County Commissioner's Office
135 West Cherokee Avenue, STE 251
Cartersville, Georgia 30120

CITY OF CARTERSVILLE: City of Cartersville
1 North Erwin Street
PO Box 1390
Cartersville, Georgia 30120
Attn: City Manager

k. **No Third-Party Rights.** This Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

l. **Waiver.** No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

m. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties, provided that no party may assign this Agreement without prior written approval of the other party.

n. **Governing Law, Disputes and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this Agreement which cannot be resolved amicably, then either party

shall have the right to request the other party participate in non-binding mediation. Any resulting mediation shall be purely voluntary. If both parties agree to mediate, the mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation, mediation is not jointly agreed upon, or mediation efforts fail, then any dispute or issues shall be resolved through litigation. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Bartow County, Georgia or the US District Court, Northern District of Georgia, Rome Division, as applicable.

o. **Cancellation Due to Corps of Engineers or State of Georgia Actions.** This Agreement is subject to cancellation in the event the U.S. Army Corps of Engineers or the State of Georgia or a court of competent jurisdiction restricts or limits, directly or indirectly, any of **Cartersville** rights to obtain, sell, contract for or distribute its raw storage capacity of Lake Allatoona.

p. **No Damages for Interruption/Failure of Service.** **Cartersville** shall not be responsible in damages for any interruption or failure to supply water and **Bartow** shall defend and be responsible for any and all claims and damages of **Bartow's** customers.

q. **Power to Modify Agreement.** No officer, official, or agent of **Cartersville** or **Bartow** has the power to amend, modify or alter this Agreement or waive any of the conditions or to bind **Cartersville** or **Bartow** without the prior approval of their respective governing bodies.

r. **No Debt, Pledge of Faith or Credit.** The parties agree that this Agreement and all undertakings and obligations herein contained shall not be deemed to constitute a debt of either of the parties hereunder or a pledge of the faith and credit of either party, and the respective subdivisions to perform any of the terms hereof or to pay any sums due hereunder, and neither party shall be subject to any pecuniary liability hereunder in connection with payment for water furnished except to the extent of funds available which have been produced by the water system.

s. **Validity/Invalidity of Provisions.** Cartersville and Bartow agree that if any condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained; provided, however, that the validity of any such condition or provision does not materially prejudice either parties' respective rights and obligations contained in the remaining valid conditions or provision of this Agreement.

t. **Rate Structure Lawsuits.** In the event Cartersville is sued by reason of having entered into this Agreement or the rate structure set out herein is attached in the Courts, Bartow County hereby agrees to share the cost of the defense of such lawsuit.

u. **Applicability of Cartersville's Rules & Regulations.** All general rules, regulations and ordinances of Cartersville having application to all its other water customers shall be applicable to Bartow.

v. **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed illegal,

invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

w. **E-Verify and Title VI.** The parties agree that they will comply with all applicable E-Verify and Title VI requirements, and any contracts let related to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

x. **Counterparts.** This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

y. **Effective Date.** This Agreement is effective as of the later date, it is approved by **Cartersville and Bartow.**

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the _____ day of _____, 2023, of their signatures.

BARTOW:
BARTOW COUNTY, GEORGIA

By: Steve Taylor
Steve Taylor, Sole Commissioner

Attest: Kathy Gill
Kathy Gill, County Clerk

[AFFIX SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives the _____ day of _____, 2023, of their signatures.

CARTERSVILLE:

CITY OF CARTERSVILLE

By: _____
Matthew J. Santini, Mayor

Attest:

Julia Drake, City Clerk

[AFFIX SEAL]

EXHIBIT "A"

Meeting: March 16, 2023 Item 12.

ELEVATION 1050 AND ABOVE
AREA CANNOT BE SERVED BY CITY
WATER



BARTOW COUNTY PURCHASE POINTS



CITY OF CARTERSVILLE WATER LINES



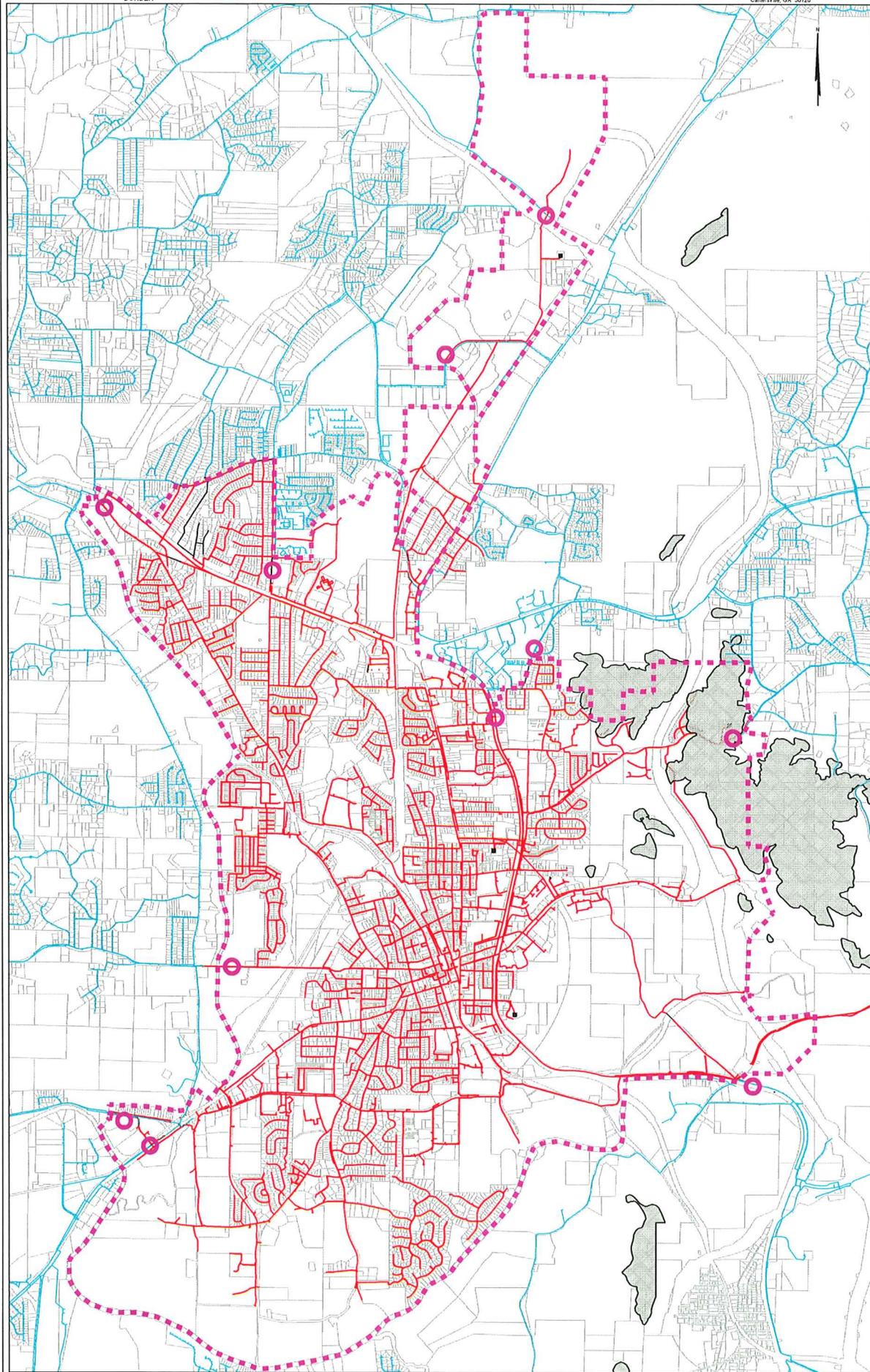
CITY AND COUNTY WATER SERVICE
BORDER



BARTOW COUNTY WATER LINES



City of Cartersville
PO Box 1390
Cartersville, GA 30120





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Dedication and Maintenance Agreement, Everton Estates – Phase II
DEPARTMENT SUMMARY RECOMMENDATION:	This is the Certificate of Dedication and Maintenance Agreement of water and sewer lines, any water and sewer easements, and related facilities and infrastructure, installed in accordance with the construction plans as approved for Everton Estates, Phase II.
LEGAL:	N/A

**STATE OF GEORGIA
COUNTY OF BARTOW**

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT
(Water & Sewer Lines – Everton Estates, Phase 2)

THIS AGREEMENT, made and entered the 3rd day of March, 2023, by and between, **ETOWAH RESIDENTIAL PARTNERS LLC** (hereinafter referred to as “Grantor”), and the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation, (hereinafter referred to “Grantee”), provides as follows:

For and in consideration of the Access and Easement Plat and the Utility Easement Plat, Phase 2, for the development known as Everton Estates, under the Development Regulations for the City of Cartersville, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor, being the owner of fee simple title to all lands shown and depicted upon said plats, copies of which are recorded in the Office of the Clerk of Superior Court of Bartow County, Georgia, as Plat Book 2022, Page 79, and Plat Book 2023, Pages 78-81 which said plats by reference are incorporated herein and made a part hereof, does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all water lines and sewer lines, any water and sewer easements, and related facilities and infrastructure, installed in accordance with the construction plans as approved for **Everton Estates, Phase 2**, and included herein by reference, together with rights-of way for all water lines, sewer lines, any water and sewer easements, and related facilities and infrastructure and other public purposes as shown thereon. Grantor hereby warrants that this conveyance is free and clear of any liens and encumbrances, except those specifically made known to and accepted by the City in writing.

GRANTOR has procured a Performance and Maintenance Bond from Capitol Indemnity Corporation, Bond Number CIC 1921558. Said bond was in the original principal amount of \$181,000.00, which represented approximately 25% the cost of the water and sewer improvements for the entire Everton Estates Project; however, a Change Rider was provided to reduce the sum to \$68,000.00, representing approximately of 25% of the total cost of water and sewer improvements for Phase 1, along with a Change Rider specifically to revise the location address, to cover Phase 1 of the Everton Estates Project only. Another Change Rider has now been provided for Phase 2 to increase the bond amount by \$50,00.00, to total of \$118,000.00. The Performance and Maintenance Bond shall be issued to Grantee and shall expire pursuant to the conditions stated therein

Grantor does hereby agree to hold the Grantee harmless for a period of eighteen (18) months from the date of written acceptance by the Grantee and installation by Grantor, of all the

water and sewer lines, any water and sewer easements, and related facilities and infrastructure, installed in accordance with the construction plans as approved and agrees that the City of Cartersville shall not be liable for claims of damages resulting from negligence in the design, construction installation, maintenance and/or permitting of said improvements, including without reservation any claims for flooding or diversion of surface water caused or created by said development and activities performed on private property by the Grantor, its heirs, successors and assigns. Should any such claim be made against Grantee during the period of this Agreement, Grantor agrees and warrants that upon written notice thereof it will, as its sole cost and expense, defend and indemnify the Grantee fully from any such action. Utilities owned and operated by a governmental body or public utility company not constructed by the Grantor or his contractor shall be the responsibility of the utility and not the Grantor.

At the end of the twelve (12) month maintenance period, the Grantee shall perform an inspection of the development. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the twelve (12) month maintenance period. If repairs are needed for the improvements to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee. If the repairs are not completed, the Maintenance Bond/Letter of Credit shall be called in to pay for the repairs. Should the amount of the Maintenance Bond/Letter of Credit be inadequate to pay for the repairs, the developer shall pay the remaining amount. Should the Grantor complete necessary maintenance repairs, he shall request in writing to the Grantee for inspection of the maintenance repairs. The Grantee shall make inspection and notify the developer of the inspection results. If the maintenance repairs meet City standards, the Grantee will provide written approval of the improvements and shall assume responsibility for the future maintenance of improvements within the road right-of-way, water and sanitary sewer utilities and all other facilities as provided by law; provided, however, this responsibility shall not commence in any instance where repairs or corrections have not been completed on any claim for which written notice was given to the Grantor during the eighteen (18) month period until such repairs or corrections are complete.

Grantor further covenants that all conveyances of title subsequent hereto shall be subject to the warranties and agreements set forth herein and that subsequent conveyance of title shall not constitute a release of Grantor from the obligations herein assumed.

IN WITNESS WHEREOF, the undersigned has affixed its hand and seal the day and year set forth above.

Signed, sealed and delivered
in the presence of:

**ETOWAH RESIDENTIAL PARTNERS
LLC**

Sharon Carter
Witness

By: *Richard Aaronson*

Richard Aaronson, Authorized Member

S Robinson
Notary Public

My Commission Expires: 3/18/2025

[SEAL]

S Robinson
NOTARY PUBLIC
Douglas County
State of Georgia
My Comm. Expires March 18, 2025

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for Everton Estates, Phase 1, was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 20__ by a vote of AYE ____ NAY ____, ABSTAIN ____, and ABSENT ____.

Matthew J. Santini, Mayor

ATTEST:

Julia Drake, City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Zero Turn Mower Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Wastewater plant's 2007 model zero turn mower needs replacing. Bids were requested and we received three bids from two local vendors, with the low bid being from Ag-Pro for the total price of \$14,700.00.</p> <p>I recommend purchase of the quoted John Deere Z260M mower from Ag-Pro of Cartersville.</p> <p>This is a budgeted item to be paid from account 505.3330.54.2331.</p>
LEGAL:	N/A



Quote Summary

Prepared For:
CITY OF CARTERSVILLE WATER DEPT
100 WALNUT GROVE RD SE
CARTERSVILLE, GA 30120

Prepared By:
Dylan Stewart
Ag-Pro
1534 Highway 411 North
Cartersville, GA 30121
Phone: 770-387-0340
dstewart@agproco.com

Quote Id: 28290018
Created On: 27 February 2023
Last Modified On: 02 March 2023
Expiration Date: 31 March 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak - 1TC960MDLPT120577	\$ 18,453.00	\$ 14,700.00 X	1 =	\$ 14,700.00
Equipment Total				\$ 14,700.00

Quote Summary	
Equipment Total	\$ 14,700.00
Dealer services	\$ 0.00
SubTotal	\$ 14,700.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,700.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,700.00

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment



Quote Id: 28290018 Customer: CITY OF CARTERSVILLE WATER DEPT

JOHN DEERE Z960M ZTrak - 1TC960MDLPT120577			
Hours:	0		Suggested List
Stock Number:	05010604		\$ 18,453.00
			Selling Price
			\$ 14,700.00
Description	Qty	Unit	Extended
JOHN DEERE Z960M GAS MIDZ MOWER	1	\$ 15,809.00	\$ 15,809.00
Standard Options - Per Unit			
COUNTRY CODES - US/CANADA	1	\$ 0.00	\$ 0.00
72 TWEEL	1	\$ 1,149.00	\$ 1,149.00
72" DECK	1	\$ 750.00	\$ 750.00
SUSP SEAT	1	\$ 595.00	\$ 595.00
Standard Options Total			\$ 2,494.00
Value Added Services Total			\$ 0.00
Other Charges			
Freight	1	\$ 187.66	\$ 187.66
MISC	1	\$ 65.00	\$ 65.00
Setup	1	\$ 85.00	\$ 85.00
FRT DISC	1	\$ -187.66	\$ -187.66
Other Charges Total			\$ 150.00
Suggested Price			\$ 18,453.00
Customer Discounts			
Customer Discounts Total		\$ -3,753.00	\$ -3,753.00
Total Selling Price			\$ 14,700.00

Original Factory Build Codes	
Code	Description
001A	COUNTRY CODES - US/CANADA
1041	72 TWEEL
1506	72" DECK
2093	SUSP SEAT

Confidential

Taylor Outdoor Power Equipment

912 N. Tennessee St.
 Cartersville, GA 30120
 Phone: (770) 382-4951 Fax: (770) 382-4996

Estimate

Meeting: March 16, 2023 Item 14.

Bill To				Ship To		
CARTERSVILLE, CITY OF P O Box 1390 Cartersville, GA 30120						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
1086	Tom Gilliam		(678) 255-6111	(770) 387-5640	Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Hal Womack	zzzzz do not use	02/28/23	426675	ap@cityofcartersville.org		COUNTER SALES

Part Number	Line	Description	Ordered	B/O'd	Shipped	Net Each	Amount	
135-2287	EXM	TACTUS TIRE FOR 72" LAZER S	2		2	\$719.00	\$1,438.00	
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
LZX921GKA726Q1	EME	LAZER Z X 31HP KAW 72"	1		1	\$15,611.00	\$15,611.00	

Note
 PRICING IS SET TO OMNIA (ALREADY BID AT LOWEST PRICE OTHER BIDS ARE NOT REQUIRED)
 WATER DEPARTMENT

Sub Total	\$17,049.00
Miscellaneous	\$0.00
Labor	\$0.00
Sales Tax	\$0.00
Grand Total	\$17,049.00

THANK YOU FOR YOUR BUSINESS! RETURNED PARTS REQUIRE A TAYLOR OPE RECEIPT AND PARTS MUST BE IN ORIGINAL PACKAGING. RETURNS MAY BE SUBJECT TO A 10% RE-STOCKING FEE. NO RETURNS ON SPECIAL ORDERED ITEMS AND ELECTRICAL PARTS

Notes:



Customer acknowledges receipt thereof:

Taylor Outdoor Power Equipment

912 N. Tennessee St.
 Cartersville, GA 30120
 Phone: (770) 382-4951 Fax: (770) 382-4996

Estimate

Meeting: March 16, 2023 Item 14.

Bill To				Ship To		
CARTERSVILLE, CITY OF P O Box 1390 Cartersville, GA 30120						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
1086	KEITH PRUITT - PUBLIC		(678) 255-6111	(770) 387-5640	Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Hal Womack	Manager	02/28/23	427126	ap@cityofcartersville.org		COUNTER SALES

Part Number	Line	Description	Ordered	B/O'd	Shipped	Net Each	Amount	
A-B154411TW5	SUN	24X12N12 X-TWEEL TURF - 5 LUG	2		2	\$900.00	\$1,800.00	
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
SCZII-72V-38FX-EFI	SCE	CHEETAH V72" 38FX EFI	1		1	\$13,399.00	\$13,399.00	

Note
 BID ASSIST PRICING
 WATER DEPARTMENT

Sub Total	\$15,199.00
Miscellaneous	\$0.00
Labor	\$0.00
Sales Tax	\$0.00
Grand Total	\$15,199.00

THANK YOU FOR YOUR BUSINESS! RETURNED PARTS REQUIRE A TAYLOR OPE RECEIPT AND PARTS MUST BE IN ORIGINAL PACKAGING. RETURNS MAY BE SUBJECT TO A 10% RE-STOCKING FEE. NO RETURNS ON SPECIAL ORDERED ITEMS AND ELECTRICAL PARTS

Notes:



Customer acknowledges receipt thereof:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Hicks Park Backstop Netting Repair and Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	This item is for the netting repair on Cartersville Little League Joe Frank Harris and Bill Bruce fields (\$2,405) and netting replacement (\$7,790) on the George Johnson field. These are not budgeted purchases, but will be paid from 100-5100-52-2341, Maintenance of Outdoor Structures and Facilities.
LEGAL:	N/A

QUOTE FORM

SO# 030623EH3

PHYSICAL
4420 Macedonia Rd.
Powder Springs, GA 30127

www.thewindscreenfactory.com
Sales@thewindscreenfactory.com

MAILING
120 Spring Ridge Dr
Dallas, GA 30157

Toll-Free: (888) 619-2228
Fax: (888) 624-6620

Meeting: March 16, 2023 Item 15.



PROJECT: Cartersville Little League- Bill Bruce & Joe Frank Harris Field

SHIP TO: Cartersville Little League
51 Clearwater Street,
Cartersville GA, 30120
Eric Pabst
770-417-6953

BILL TO: Cartersville Little League
51 Clearwater Street,
Cartersville GA, 30120
Eric Pabst
770-417-6953

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	Netting repair	Fields: Joe Frank Harris and Bill Bruce #42 HDPE Square Knotted netting (roadside netting) Size: 30' x 40' (Field Bill Bruce & Joe Frank)	\$900.00	\$900.00
1	Rope	1/4" nylon braided rope: 140'	\$105.00	\$105.00
1	Hardware	Cable, clips, carabiners Etc.	\$150.00	\$150.00
1	Repair	Refasten existing netting for fields backside and sideline.	\$1,250.00	\$1,250.00
				Repair Total: \$2,405.00
Field George Johnson				
1	Netting replacement	#42 HDPE Square Knotted netting (George Johnson Field) 1st and 3rd base sideline (2) Size: 24' x 90' Backstop netting Size: 18' x 22'	\$3,540.00	\$3,540.00
1	Rope	1/4" nylon braided rope: 600'	\$450.00	\$450.00
1	Hardware	Cable, clips, carabiners etc.	\$500.00	\$500.00
1	Lift rental	Articulating Boom Lift Rental.	\$1,350.00	\$1,350.00
1	Installation	Delivery and installation of above netting.	\$1,950.00	\$1,950.00
				Replacement Total: \$7,790.00
50% Deposit Required				
If doing all 3 fields at once we will reduce lift rental to one				

CONTRACT VALID FOR 30 DAYS

WARRANTY:

Netting carries a 5 year manufacture warranty, Labor carries a 1 year warranty.

TOTAL COST: \$10,195.00

PRICING DOES NOT INCLUDE:

Applicable Taxes or CC processing fees: 3.5% for Visa, 4% for AMEX.

SIGNATURE:

DATE: 03-06-23



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Portable Baseball Mounds
DEPARTMENT SUMMARY RECOMMENDATION:	This purchase is for two (2) portable 10' pitching mounds, 1 for each field at the Sports Complex Fields 3 and 4. The total of \$8,088.00 is not budgeted, but will be paid from 100-5100-52-2341, Maintenance of Outdoor Structures & Facilities.
LEGAL:	N/A



Meeting: March 16, 2023 Item 16.

Quote

Quote expires
March 15, 2023 12:00 am

Better Baseball - Back Office
132 Carruth Dr
Marietta, GA 30060 USA
PHONE: (800) 997-4233
FAX: (404) 467-4573

Ticket #: 4-Q0004827
Ticket date: 2/13/23
Station: JP

Sold to: City of Cartersville Parks & Recs
P.O Box 1390
100 Pine Grove Road
Cartersville, GA 30120 US
770-607-6174

Ship to: City of Cartersville Parks & Recs
100 Pine Grove Road
Cartersville, GA 30120US
770-607-6174
Attn: Eric Pabst

Customer #: 10080317
Sales Rep: JAMES

Ship date:
Location: 1

Ship-via code: 3RDPARTY
Terms:

Quantity	Item #	Description	Price	Selling unit	Ext prc
		Better Baseball Name			
2	9550CLAY	Portolite 10" Clay Game Mound Portolite 10" Clay Game Mound	4,044.00	Each	8,088.00

User: JAMES

Total line items: 1

Sale subtotal: 8,088.00

Tax: 0.00

Total: 8,088.00

Thank You For Shopping At
Better Baseball





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	West Georgia Lighting Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	This West Georgia Lighting invoice in the amount of \$8,929 is for lights repaired at the Cartersville Soccer Complex and is not a budgeted purchase. It will be paid from 100-5100-52-2341, Maintenance of Outdoor Structures & Facilities.
LEGAL:	N/A

WEST GEORGIA LIGHTING, DESIGN & SERVICE, INC.
P.O. Box 1026 Villa Rica, Georgia 30180
Phone Number 770-459-6266 Fax Number 770-459-2895
Email Address: wglighting@msn.com

March 7, 2023

Invoice # 23-239

Cartersville Parks & Recreation

Soccer Fields

Description of Work

West Georgia Lighting furnished labor, material, and equipment necessary to repair/replace the following:

Replaced thirty two (32) lamps, seven (7) capacitors, two (2) ballast, and one (1) socket. Includes labor, and service truck for 12 hours and bucket truck for 9 hours

Repaired all soccer fields.

Total Amount of Invoice \$ 8,929.00

Due upon receipt, finance charge of 1.5% (18%annual rate) will apply monthly on any unpaid balance.

Cc:wglids



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Medium Duty Truck
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Council approved the Gas System’s request to purchase a medium duty work truck at the December 15, 2022 Council Meeting for the amount of \$61,696.16 from Prater Ford of Calhoun, GA. This was one of four trucks of this type approved. The dealer later informed us that Ford had only allotted the City three trucks of this type to be purchased as a Fleet Sale. One vehicle for Public Works and two vehicles for the Electric System were subsequently ordered.</p> <p>The Gas System located a medium duty truck at a metro dealership that exceeds the original specifications used for the original bid process. The truck available at Jim Ellis Ford of Atlanta, GA costs \$63,993.00, which is \$2,296.84 more, but it has an extended cab and warrants the cost difference. This is a budgeted item, and the Gas System requests Council to retract the original bid award to Prater Ford and approve this purchase from Jim Ellis Ford of Atlanta, GA.</p>
LEGAL:	N/A



RETAIL BUYERS ORDER

JIM ELLIS FORD SANDY SPRINGS
 7555 Roswell Road SANDY SPRINGS, GA 30350
 Phone (678) 205-1060 Fax

Salesman Kevin Jeffries Meeting: March 16, 2023 Item 18.
 Date Ordered 03/08/2023
 Date of Delivery _____
 Driver's Lic. # _____ Exp. Date _____
 Home Phone (404) 867-3504 Bus. (770) 387-5642

Purchaser MICHAEL DICKSON CITY OF CARTERSVILLE DOB //
 Address 10 N Public Square
 City CARTERSVILLE State GA County _____ Zip 30120
 Enter My Order for: Yr 2022 Make Ford Model F-250 Type _____ Color Oxford White
 Stock No. F11639 Serial No. 1FD7X2B63NEG06387 Ign. Key _____ Trunk Key _____
 New NEW Used _____ Tag # _____ Decal _____ Decal Year _____ County Reg. _____
 Email MDICKSON@CITYOFCARTERSVILLE.ORG

*Unless otherwise specifically stated, all prices hereon shown are the dealer's prices for cash and do not constitute the time price.
 Unless otherwise specifically stated, all Used Cars and Trucks are sold on an As Is Basis. Purchase Price does not apply to Leases.

THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE), OR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT SALES, (PERTAINING TO USED CAR SALES ONLY).

I hereby certify that to the best of my knowledge the odometer of _____ reflects the actual mileage of the vehicle described above.
 Customer _____
 Salesman _____
 Date 03/08/2023

Lienholder _____
 Address _____ State _____
 City _____
 Lien Code _____

IF TRADE-IN IS INVOLVED PLEASE SIGN AFFIDAVIT ON REVERSE
 Allowance _____
 Payoff: 00 Good Until _____
 Payoff Quoted By _____ Date _____
 Balance Owed To _____
 Street _____ City _____ State _____
 Account No. _____
 Make Used Car _____ Model _____ Yr. _____
 License No. _____ State _____
 Decal No. _____ County _____
 Serial No. _____ Mileage _____
 Emission # _____

PURCHASER MAY CHOOSE THE PERSON THROUGH WHICH THE INSURANCE IS OBTAINED
 NAME _____
 INSURER _____
 POLICY NUMBER _____
 PURCHASER IS NOT REQUIRED TO OBTAIN CREDIT LIFE INSURANCE COVERAGE AND/OR A & H INSURANCE
 Purchaser hereby affirms that the charge for credit life insurance shown has been disclosed in writing to him, prior to execution by the Purchaser of this statement, and that after such disclosure, Purchaser specifically affirms that he desires obtain the insurance for which such charge is made.

ABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.
 The Seller, Jim Ellis Ford Sandy Springs, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Jim Ellis Ford Sandy Springs, neither assumes for a particular purpose, and Jim Ellis Ford Sandy Springs, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

Purchaser's Signature _____
10 N Public Square CARTERSVILLE, GA
 Address 30120 Phone (404) 867-3504
 Accepted - JIM ELLIS FORD SANDY SPRINGS

PRICE	63,990	00
TOTAL PRICE *	63,990	00
TRADE IN ALLOWANCE DISCOUNT	699	00
SUB TOTAL	63,291	00
DEALER DOC	699	00
PLATE FEES		
TOTAL (AMT. TO BE TAXED)	63,990	00
SALES TAX / TAVT %		00
TAG FEE \$ TITLE FEE \$		
E-PROCESS FEE \$ WARRANTY RIGHTS \$		
OTHER FEES	3	00
TOTAL CASH PRICE	63,993	00
BALANCE OWED ON TRADE		
CASH DUE ON DELIVERY	63,993	00
TOTAL CASH DOWN PAYMENT		
UNPAID BALANCE	63,993	00
OTHER CHARGES		
Ext. Ser. Pol		
UNPAID BALANCE (Amount Financed)		
FINANCE CHARGE		
TOTAL OF PAYMENTS		
DEFERRED PAYMENT PRICE		
ANNUAL PERCENTAGE RATE		%

THIS IS NOT AN ORDER UNTIL ACCEPTED BY AN OFFICIAL OF THE COMPANY



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 16, 2023
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	January 2023 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for January 2023.
LEGAL:	None

MONTHLY SUMMARY
As of January 31, 2023

	FY 2021-22	FY 2022-23	FY 2021-22	FY 2022-23	100.00% OF BUDGET (Year to Date)
	MONTH OF January-22	MONTH OF January-23	Year to Date January-22	Year to Date January-23	
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$2,711,199	\$3,892,876	\$19,267,185	\$26,459,812	78.43%
EXPENDITURE	\$2,261,283	\$2,840,384	\$16,897,864	\$18,435,042	54.64%
Gen. Fund Net Profit (Loss)	\$449,916	\$1,052,492	\$2,369,321	\$8,024,770	
WATER & SEWER					
REVENUE	\$1,845,283	\$2,546,352	\$15,115,377	\$17,904,841	48.09%
EXPENDITURE	\$1,228,870	\$1,710,332	\$11,578,492	\$11,271,056	30.28%
Wtr. & Swr. Fund Net Profit (Loss)	\$616,413	\$836,020	\$3,536,885	\$6,633,785	
<i>As of January 31, 2023 a total of \$1,353,560 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$4,044,127	\$5,622,413	\$18,804,558	\$30,222,011	87.97%
EXPENDITURES	\$2,467,935	\$3,210,663	\$18,426,091	\$26,948,079	78.44%
Gas Fund Net Profit (Loss)	\$1,576,192	\$2,411,750	\$378,467	\$3,273,932	
ELECTRIC					
REVENUE	\$4,030,498	\$4,534,403	\$29,735,893	\$33,616,531	61.70%
EXPENDITURES	\$4,173,442	\$4,417,962	\$29,636,328	\$33,076,392	60.71%
Electric Fund Net Profit (Loss)	(\$142,944)	\$116,441	\$99,565	\$540,139	
STORMWATER					
REVENUE	\$130,682	\$133,617	\$907,532	\$925,159	57.75%
EXPENDITURE	\$84,796	\$107,244	\$734,797	\$765,012	47.75%
Stormwater Fund Net Profit (Loss)	\$45,886	\$26,373	\$172,735	\$160,147	
SOLID WASTE					
REVENUE	\$282,847	\$288,971	\$2,076,753	\$2,238,025	61.52%
EXPENDITURE	\$187,342	\$379,133	\$1,763,111	\$1,970,910	54.17%
Solid Waste Fund Net Profit (Loss)	\$95,505	(\$90,162)	\$313,642	\$267,115	
FIBER OPTICS					
REVENUE	\$209,635	\$214,623	\$1,463,302	\$2,497,221	96.65%
EXPENDITURE	\$141,297	\$230,916	\$1,273,331	\$1,467,027	56.78%
Fiber Fund Net Profit (Loss)	\$68,338	(\$16,293)	\$189,971	\$1,030,194	

	Description	1/31/2023	FY 2023 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$26,459,811	\$32,634,786	81.08%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,724,848	\$3,709,136	6253335.00%
	Local Option Sales Tax (LOST)	\$4,280,705	\$5,655,350	75.69%
	Other Taxes	\$7,734,327	\$9,844,265	78.57%
	Building Permit & Inspection Fees	\$817,783	\$500,000	163.56%
	Fines and Forfeitures	\$173,499	\$350,000	49.57%
	Operating Transfers In-City Utilities	\$1,820,919	\$3,921,595	46.43%
	Other Revenues	\$5,972,930	\$6,784,840	88.03%
	School Bonds	\$934,800	\$1,869,600	50.00%
	Total Expenditures	\$18,435,042	\$33,736,215	54.64%
	Personnel Expenses	\$12,404,918	\$21,154,470	58.64%
	Operating Expenses	\$4,499,271	\$8,231,995	54.66%
	Capital Expenses	\$243,928	\$2,010,650	12.13%
	GO Bond Expense for School	\$934,800	\$1,869,600	50.00%
	Library Appropriations	\$352,125	\$469,500	75.00%
	Water & Sewer Fund	Total Revenues	\$17,904,841	\$37,578,785
Water Sales		\$10,372,441	\$14,418,600	71.94%
Sewer Sales		\$5,924,610	\$7,618,465	77.77%
Bond Proceeds		\$0	\$4,750,000	0.00%
Use of Reserves		\$0	\$8,445,720	0.00%
Prior Year Capacity Fees		\$0	\$1,660,000	0.00%
Other Revenues		\$1,607,790	\$686,000	234.37%
Total Expenditures		\$11,271,056	\$37,578,785	29.99%
Personnel Expenses		\$2,599,789	\$4,772,175	54.48%
Operating Expenses		\$2,684,506	\$5,474,765	49.03%
Capital Expenses		\$1,322,065	\$16,360,000	8.08%
Capital Expenses (Bond Funds)	\$1,353,560	\$4,750,000	28.50%	
Transfer To General Fund	\$1,521,547	\$2,603,620	58.44%	
Debt Payments	\$1,789,589	\$3,618,225	49.46%	
Gas Fund	Total Revenues	\$30,222,011	\$34,353,845	87.97%
	Gas Sales	\$26,077,616	\$27,171,365	95.97%
	Gas Commodity Charge	\$845,821	\$1,494,210	56.61%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$3,298,574	\$1,627,250	202.71%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$26,948,079	\$34,353,845	78.44%
	Personnel Expenses	\$1,413,933	\$2,575,270	54.90%
	Operating Expenses	\$855,625	\$1,738,485	49.22%
Purchase of Natural Gas	\$20,419,823	\$19,372,045	105.41%	
Transfer to General Fund	\$2,104,727	\$3,608,105	58.33%	
Debt Service	\$454,480	\$779,695	58.29%	
Capital Expenses	\$1,699,491	\$6,280,245	27.06%	

	Description	1/31/2023	FY 2023 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$33,616,531	\$54,485,200	61.70%	
	Electric Sales	\$32,507,589	\$49,562,840	65.59%	
	Other Revenues	\$1,108,942	\$2,123,850	52.21%	
	Use of Reserves	\$0	\$2,798,510		
	Total Expenses	\$33,076,392	\$54,485,200	60.71%	
	Personnel Expenses	\$1,822,299	\$2,942,740	61.93%	
	Operating Expenses	\$1,014,062	\$1,798,105	56.40%	
	Purchase of Electricity	\$27,223,314	\$41,921,610	64.94%	
	Capital Expenses	\$1,069,577	\$4,484,790	23.85%	
	Transfer to General Fund	\$1,947,140	\$3,337,955	58.33%	
Stormwater Fund	Total Revenues	\$925,159	\$1,602,000	57.75%	
	Stormwater Revenues	\$901,530	\$1,538,000	58.62%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$23,629	\$14,000	168.78%	
	Proceeds from Capital Leases	\$0	\$50,000	0.00%	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	Total Expenses	\$765,012	\$1,602,000	47.75%	
	Personnel Expenses	\$513,677	\$854,200	60.14%	
	Operating Expenses	\$251,335	\$406,145	61.88%	
Capital Expenses	\$0	\$341,655	0.00%		
Solid Waste Fund	Total Revenues	\$2,238,025	\$3,638,135	61.52%	
	Refuse Collections Revenues	\$1,947,954	\$3,154,240	61.76%	
	Other Revenues	\$66,903	\$77,000	86.89%	
	Proceeds From Capital Leases	\$223,168	\$406,895	54.85%	
	Total Expenses	\$1,970,911	\$3,638,135	54.17%	
	Personnel Expenses	\$859,391	\$1,541,835	55.74%	
	Operating Expenses	\$993,549	\$1,689,405	58.81%	
	Capital Expenses	\$117,971	\$406,895	28.99%	
	Fiber Optics Fund	Total Revenues	\$2,497,221	\$2,583,800	96.65%
		Fiber Optics Revenues	\$1,398,617	\$2,399,000	58.30%
GIS Revenues		\$67,450	\$115,500	58.40%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$1,031,154	\$69,300	1487.96%	
Total Expenses		\$1,467,027	\$2,583,800	56.78%	
Personnel Expenses		\$560,187	\$931,440	60.14%	
Operating Expenses		\$699,023	\$1,037,985	67.34%	
MEAG Telecom Statewide Pymt		\$1,971	\$7,890	0.00%	
Debt Payment		\$5,169	\$0	0.00%	
Capital Expenses	\$87,228	\$412,000	21.17%		
Transfers to General Fund	\$113,449	\$194,485	58.33%		

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94	\$68,343,258.41	\$74,286,980.83	\$85,524,327.27	\$76,377,948.59
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23	\$197,008,833.59	\$194,741,959.53
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance		\$79,818,867.18					
Total Restricted Cash Balance		\$199,006,379.81					

Highlights for the Month of January 2023:
 Unrestricted cash increased due to increases in the General, Water, Stormwater, and Insurance Funds, while decreases occurred in the Grant, Solid Waste, Electric Fiber, and Garage funds.

Restricted cash increased due to increases in the Hotel Motel Tax, TPD, Motor Vehicle Tax, GO Parks & Rec Bond, SPLOST 2003, and SPLOST 2020 Funds, while decreases occurred in the ARPA and the DEA funds.

SPLOST Account Balances	
SPLOST 2003	\$22,127.63
SPLOST 2014	\$231,991.10
SPLOST 2020	\$8,648,404.11