



# CARTERSVILLE CITY COUNCIL MEETING

Public Safety Headquarters, Training Room  
Thursday, April 06, 2023 at 7:00 PM

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## AGENDA

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### COUNCILPERSONS:

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

### CITY MANAGER:

Dan Porta

### CITY ATTORNEY:

David Archer

### CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

### OPENING OF MEETING

**Invocation**

**Pledge of Allegiance**

**Roll Call**

### COUNCIL MEETING MINUTES

- [1.](#) March 16, 2023, Council Meeting Minutes

### PROCLAMATIONS

- [2.](#) Motorcycle Awareness Month

### DISCUSSION

- [3.](#) Mission Road Sidewalk Petition

### PUBLIC HEARING - 2ND 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

### SECOND READING OF ORDINANCES

- [6.](#) Panhandling

## **FIRST READING OF ORDINANCES**

- [7.](#) Parks & Recreation Ordinance Updates

## **APPOINTMENTS**

- [8.](#) Steve Roberts
- [9.](#) DDA Board Member

## **RESOLUTIONS**

- [10.](#) Creation of Festival Zones

## **OTHER**

- [11.](#) Downtown 10-Year Plan Funding Request
- [12.](#) Deed of Dedication

## **CONTRACTS/AGREEMENTS**

- [13.](#) 115 Woodland Drive
- [14.](#) GMA Customer Service Training
- [15.](#) 1<sup>ST</sup> Amendment to Jackson Farms Development Agreement

## **RESOLUTIONS**

- [16.](#) Deannexation of Water Dept Tracts

## **BID AWARD/PURCHASES**

- [17.](#) West Avenue Sewer Replacement
- [18.](#) Road Tractor & Dump Trailer
- [19.](#) Fiber Optic Conduit
- [20.](#) Fire Fighter Uniforms
- [21.](#) Station 2 Gate Motor Replacement
- [22.](#) Bucket Truck Replacement
- [23.](#) Tourism Product Development Funds for CVB Marketing

## **ADJOURNMENT**

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

**P.O Box 1390 – 10 N. Public Square – Cartersville, Georgia 30120**  
**Telephone: 770-387-5616 – Fax 770-386-5841 – [www.cityofcartersville.org](http://www.cityofcartersville.org)**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Council Meeting Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	March 16, 2023, Council Meeting Minutes
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Council Minutes from March 16, 2023, have been uploaded for your review and approval.
<b>LEGAL:</b>	NA



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

## **WORK SESSION**

Mayor Matthew Santini opened Work Session at 6:00 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Fox made a motion to enter into Closed Session for the purposes of Personnel. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

Mayor Santini closed Work Session at 6:36 P.M.

## **OPENING MEETING**

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

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

Absent: Jayce Stepp, Council Member Ward Two

## **REGULAR AGENDA**

### **COUNCIL MEETING MINUTES**

#### **1. March 2, 2023, Council Meeting Minutes**

Council Member Fox made a motion to approve the March 2, 2023, Meeting Minutes. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 5-0

### **APPOINTMENTS**

#### **2. Wade Wilson**

Dan Porta, City Manager, stated since Tommy Sanders has resigned as the City's Public

Works Director, he would like to appoint Wade Wilson as the Public Works Director for the City of Cartersville, effective March 16, 2023

Council Member Fox made a motion to approve the appointment of Wade Wilson as the Public Works Director. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 5-0

Julia Drake, City Clerk, swore in Mr. Wilson as the new Public Works Director. Following, Mr. Wilson thanked the city for the opportunity and stated he was honored to lead Public Works.

**PRESENTATIONS**

**3. FY 2022 Audit Presentation**

Tom Rhinehart, Finance Director, stated Christopher McKellar with Mauldin and Jenkins will give a presentation on the city’s FY 2022 annual audit.

Mr. McKellar gave a brief presentation.

**PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS**

**4. Z23-01. 405-B Old Mill Rd. Applicant: Berrey Properties Inc.**

Randy Mannino, Planning and Development Director, stated the 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. Staff recommended 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. Planning Commission recommends approval 6-0.

Mayor Santini opened the public hearing.

Randy Berrey, 177 Joe Frank Harris Pkwy., came forward to answer any questions from City Council.

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

This is a first reading and will be voted on at the April 6, 2023, City Council Meeting which will be held at Public Safety Headquarters located at 195 Cassville Rd.

**5. Z23-02. 8 Mimosa Terrace. Applicant: William Moore**

Mr. Mannino stated the 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. Staff does not oppose the rezoning if the following conditions are included with an approval:

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.

The Planning Commission recommended approval 6-0.

Mayor Santini opened the public hearing.

Jessica King, 319 E. Church St., came forward to answer any questions from City Council.

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

This is a first reading and will be voted on at the April 6, 2023, City Council Meeting which will be held at Public Safety Headquarters located at 195 Cassville Rd.

**FIRST READING OF ORDINANCES**

**6. Panhandling**

Keith Lovell, Assistant City Attorney, stated the proposed amendment to the Panhandling Ordinance, if approved, will provide additional regulations on the practice of panhandling, and is recommended for your approval.

This is a first reading and will be voted on at the April 6, 2023, City Council Meeting which will be held at Public Safety Headquarters located at 195 Cassville Rd.

**SECOND READING OF ORDINANCES**

**7. Noise Ordinance**

Mr. Lovell stated the current Noise Ordinance is being amended to add restrictions to engine, muffler and/or exhaust system noise and exemption for church bells. Since the first reading, there have been a few amendments made.

- 1) Revision to paragraph (c)(2)b – deleting whistle and sing based on Planning and Development Director recommendation;
- 2) Revise paragraph (c)(3) by deleting it and replacing it with revised language to have new advertising requirements for fireworks;
- 3) Add paragraph (c)(5)j as requested by Councilman Roth; and

- 4) Revise paragraph (c)(8)e to allow Planning and Development Director to authorize additional hours for construction activities as needed. Requested by the Planning and Development Director.

In closing, Mr. Lovell stated that any motion made should be 'as amended'.

Council Member Fox made a motion to approve the Noise Ordinance Amendment as amended. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

**Ordinance no. 07-23**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 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, or hoot, 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) *Reserved.*

(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 approval outside 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 may be granted for a variance to alter the allowable work hours, if approved by the Planning and Development Director.

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.

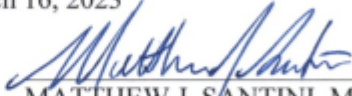
(d) *Severability clause.* A determination of the invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, subsection or part of this section shall not affect the validity of the remaining parts of this section.

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: March 2, 2023  
SECOND READING: March 16, 2023

ATTEST:  JULIA DRAKE, CITY CLERK  
 MATTHEW J. SANTINI, MAYOR



## **8. 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 were approved under the Pole Banner Policy.

Council Member Fox made a motion to approve the Signs and Outdoor Advertising Ordinance Update. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

## **CONTRACTS/AGREEMENTS**

### **9. Addendum for City Hall Elevator Multimedia Monitoring**

Mr. Morgan stated 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.

Council Member Roth made a motion to approve the Addendum for City Hall Elevator Multimedia Monitoring. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

### **10. Geo Hydro Inspections and NPDES Compliance Services**

Mr. Morgan stated 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.

Council Member Fox made a motion to approve the Geo Hydro Inspections and NPDES Compliance Services. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 5-0

### **11. GDOT Bartow-Douthit Ferry: Response to Funding Request**

Mr. Porta stated 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. It was requested that 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.

Council Member Cooley made a motion to approve the GDOT Bartow- Douthit Ferry Response to Funding Request. Council Member Fox seconded the motion. Vote: 4-1 with Council Member Roth opposing.

### **12. Cartersville – Bartow County Water Contract**

Sidney Forsyth, Water Department Director, stated the City and County initially entered into a water service agreement in 1969. This contract, with its various amendments and extensions expired in 2019. 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. It was recommended to approve this contract and request the Mayor and City Clerk sign the contract document. Bartow County Commissioner approved on March 8, 2023.

Council Member Fox made a motion to approve the Cartersville-Bartow County Water Contract. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 5-0

### **13. Dedication and Maintenance Agreement, Everton Estates – Phase II**

Mr. Lovell stated 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

Council Member Fox made a motion to approve the Dedication and Maintenance Agreement, Everton Estates- Phase II. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

## **BID AWARD/PURCHASES**

### **14. Zero Turn Mower Replacement**

Mr. Forsyth stated 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. This is a budgeted item to be paid from account 505.3330.54.2331

Council Member Roth made a motion to approve the Zero Turn Mower Replacement. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

### **15. Hicks Park Backstop Netting Repair and Replacement**

James Gordy, Parks and Recreation Interim Director, stated 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

Council Member Fox made a motion to approve the Hicks Park Backstop Netting Repair and Replacement. Council Member Roth seconded the motion. The motion carried

unanimously. Vote: 5-0

### **16. Portable Baseball Mounds**

Mr. Gordy stated 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.

Council Member Cooley made a motion to approve the Portable Baseball Mounds. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

### **17. West Georgia Lighting Invoice**

Mr. Gordy stated 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.

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

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

### **18. Medium Duty Truck**

Michael Dickson, Gas Department Director, stated Council approved the Gas System's request to purchase a medium duty work truck at the December 15, 2022, Council Meeting for \$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. 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.

Council Member Roth made a motion to retract the approval from Prater Ford and approve the purchase of a Medium Duty Truck from Jim Ellis Ford. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

## **ADDED ITEMS**

### **19. Wells Fargo**

Mr. Lovell stated that Wells Fargo is the current administrator for the William Henry McNaughton Trust whose assets have dipped below \$100,000.00 and pursuant to Federal and

State law, now wish to distribute those assets to the City for it to maintain this cemetery plot and to do so without judicial action by agreeing to a non-judicial settlement agreement, and that Council authorize the City Attorney and Mayor to sign off as necessary.

Council Member Fox made a motion to approve the non-judicial settlement agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

**20. Ameris Bank Resolution**

Mr. Rhinehart stated that one of the last items in moving the city’s banking services is the city corporate credit card program. Ameris Bank has recently completed upgrading their credit card program and is ready to roll it out to the city. This resolution is needed by Ameris Bank for the city to be able to use their credit card program. Approval was recommended.

Council Member Fox made a motion to approve the Ameris Bank Resolution. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

**RESOLUTION NO. 08-23**

**A RESOLUTION FOR BANKING SERVICES**

**WHEREAS**, the City of Cartersville is a municipality established under Georgia law; and

**WHEREAS**, the governing authority of the City of Cartersville is the Mayor and Council; and

**WHEREAS**, there is a need for the City to retain banking services with an institution that can offer the highest quality of services at the most reasonable cost; and

**WHEREAS**, Ameris Bank is able to provide the City with those services needed;

**NOW THEREFORE**, be it resolved by the Mayor and City Council that on the City of Cartersville hereby authorizes Ameris Bank to open a Commercial Credit Card Account with a monthly spend limit of \$300,000.00, on behalf of the City of Cartersville. The authorized signers on such account will be Thomas C. Rhinehart, Finance Director; or Daniel T. Porta, City Manager.

**BE IT SO RESOLVED**, by Mayor and Council on this 16<sup>th</sup> day of March 2023.

  
Mayor, City of Cartersville

ATTEST:

BY:   
City Clerk  
(SEAL) 

**MONTHLY FINANCIAL STATEMENT**

**21. January 2023 Financial Report**

Tom Rhinehart, Finance Director, gave an overview of the January 2023 Financial Report and compared the numbers to January 2022.

**OTHER**

Mayor Santini made the announcement that the elevator located in City Hall would be out of commission for an undisclosed amount of time. Therefore, the next City Council meeting, scheduled for Thursday, April 6, 2023, would be held at the new Public Safety Headquarters located at 195 Cassville Rd., Cartersville.

**ADJOURNMENT**

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

Meeting Adjourned at 7:40 P.M.

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Proclamations
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Motorcycle Awareness Month
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This proclamation is to promote safety and awareness for everyone on the highways and sharing the road with motorcycles.
<b>LEGAL:</b>	N/A





CITY of CARTERSVILLE  
*Proclamation*

**WHEREAS**, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

**WHEREAS**, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

**WHEREAS**, the National Highway Traffic Safety Administration and the Motorcycle Safety Foundation have named May as Motorcycle Safety Awareness Month; and

**WHEREAS**, states and motorcycle organizations across the country will be conducting a variety of activities to promote the importance of motorist awareness and safely sharing the road with motorcycles and remind riders to make themselves more visible to others; and

**WHEREAS**, the City of Cartersville wishes to promote the safety campaign of the National Highway Traffic Safety Administration in their effort to ensure the safety and wellbeing of all; and

**WHEREAS**, all highway users should unite with others on the roadways in the safe sharing of roadways throughout the City of Cartersville.

**NOW, THEREFORE**, I, Calvin Cooley, Mayor Pro Tem of the City of Cartersville, do hereby proclaim the month of May 2023 as **MOTORCYCLE SAFETY AWARENESS MONTH** and urge all motor vehicle operators to join the effort to keep our highways safe.

*In Witness whereof I have hereunto set my hand and caused this seal to be affixed*

\_\_\_\_\_ Mayor Pro Tem

Attest: \_\_\_\_\_ City Clerk






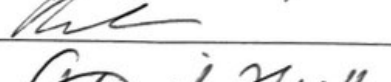
## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Discussion
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Mission Road Sidewalk Petition
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The following is a petition signed by City residents petitioning the City to install a sidewalk to connect the existing sidewalk at 260 W. Cherokee Ave or at 321 W. Cherokee Ave all the way to Burnt Hickory Road.
<b>LEGAL:</b>	N/A

## OFFICIAL PETITION FOR SIDEWALK INSTALLATION

We, the undersigned residents of the City of Cartersville (18 years of age or older) petition the City of Cartersville to install a sidewalk to connect the existing sidewalk at the entrance of The Reserve at Pettit Creek subdivision to the existing sidewalk located at 260 West Cherokee Ave. or at 321 West Cherokee Ave. This sidewalk addition will give the residents of The Reserve at Pettit Creek and Jackson Farm subdivisions direct walking access to the downtown Cartersville area. This sidewalk addition will also benefit the Pettit Creek Trail by giving the trail an additional connection point and extension for cyclist, runners, and walkers to the downtown Cartersville area.

Residents Name	Address	Phone Number	Signature	Date
KENNETH WEST	49 TWELVE OAKS DR. SE	678-591-2909		2/16/23
Brian Peters	42 Twelve Oaks Dr.	706-317-6512		2/16/23
Jeffery Ross	79 Twelve OAKS Dr SE	678-778-8228		2/16/23
Austin WEAVER	41 Stalky Oaks Dr.	657-333-2767		2/16/23
Melinda Tidwell	93 Twelve Oaks Dr.	770-324-9055		2/16/23
Mark Staples	14 Twelve Oaks Dr.	352-339-4222		2/16/23
Mr. & Mrs. Raleigh Chastine	107 " " "	678-571-7810		"
Quyn Nguyen	7 Melhana Dr. SE	678-786-7370		2/16/23
Mary Nguyen	7 melhana Dr.	678-618-4525		2/16/23
DENISE Ronn	4 mulberry way	229-630-4299		2/16/23
Sheila Hernandez	38 Twelve Oaks Dr.	770-851-1158		2/16/23
Emma Atnerston-Staples	14 Twelve Oaks Dr.	352-222-8702		2/16/23
Margie Bighu	10 Twelve Oaks	770-841-3277		2-19-23

Residents Name	Address	Phone Number	Signature	Date
Kyle Arnold	9 Twelve Oaks Dr Cville GA	678 986-9556		2/19/23
Michael Martin	13 Twelve Oaks Dr. 30120	678-758-3058		2/19/23
Sandy Russell	20 Twelve Oaks Dr. 30120	567-344-0753	Sandy Russell	2/19/23
Marianna Pompano	3 Tara Way Cartersville, GA 30120	(770)607-1217	Marianna Pompano	2/19/23
Ronald Haffner	14 TWELVE OAKS DR	803-2064234		2/19/23
RON ADAMS	17 Twelve Oaks DESE	470-662-1021		2/19/23
April Hull	28 Twelve Oaks Dr	770-324-6146	April Hull	2/23/23
Diana Kosch	103 Twelve Oaks Dr.	678-779-0175	Diana Kosch	2/23/23
Steve Kosch	103 Twelve Oaks Dr.	404-895-5984	Steve Kosch	2/23/23
Barbara Puce	36 Twelve Oaks Dr.	919-609-8619	Barbara Puce	2/23/23
Harold Neely	51 Twelve Oaks DR	205-447-5624	Harold Neely	2/23/23
Jill Neely	" " " "	205-567-3933	Jill Neely	2/23/23
Jessica Escamilla	98 twelve oaks dr	404 769 3421	Jessica Escamilla	2/23/23
Maren Pastor	54 Stately Oaks Dr.	678-697-4733	Maren Pastor	2/23/23
Donna Jones	46 Twelve Oaks Dr.	678-897-9000	Donna Jones	2/23/23
Jerin Jones	46 Twelve Oaks Dr	678 2833432	Jerin Jones	2/23/23
Hillary Spivey	109 Twelve Oaks Dr	678-780-0258	Hillary Spivey	2/23/23

Residents Name	Address	Phone Number	Signature	Date
James Brackett	18 Twelve Oaks DR SE	7705478971	James Brackett	2/23/23
Amanda Brackett	18 Twelve Oaks DR SE	7705466549	Amanda Brackett	2/23/23
Ed Rosselet	20 " " " "	586 242316	Ed Rosselet	2/25/23
Darl Pine	36 " " " "	996098619	Darl Pine	2/25/23
Mike Anthony	31 Twelve Oaks	931-551-1389	Mike Anthony	2/25/23
Lucretia Hull	19 Twelve Oaks Dr.	770. 490. 9883	Lucretia Hull	2/25/23
Neha. Patel	11 Twelve Oaks Dr.	678.438.0820	Neha Patel	2/25/23
Chris Elzey	12 Twelve Oaks dr	678-848-0197	Chris Elzey	2/25/23
Bonnie Howland	43 Westover Rd	770-883-2689	Bonnie Howland	2/26/23
MOHAMMAD Hossain	45 Westover Rd	706-409-1929	MOHAMMAD Hossain	2/26/23
Edward M DUKK	49 Westover Rd SE	714-270-6644	Edward M DUKK	2/26/23
Cindy Wakefield	49 Westover Rd SE	714 270-6511	Cindy Wakefield	2/26/23
Patrick Mayer	50 Westover Rd SE	954 998 2079	Patrick Mayer	2/26/23
Marcella Mager	50 Westover Rd SE	954 482 3720	Marcella Mager	2/26/23
Kathy Daniel	46 Westover Rd SE	678-643-4614	Kathy Daniel	2/26/23
Scott Parker	44 Westover Rd SE	770-856-1847	Scott Parker	2/26/23
ALAM MOHAMMED	40 " "	706-909-3411	ALAM MOHAMMED	2/28/23



Residents Name	Address	Phone Number	Signature	Date
Sara Wallace	26 Twelve Oaks Dr.	678-796-5171	Sara Wallace	2/26
SAM Sheffie 12	92 Twelve Oaks Dr SE	678 492 0737	Sam She	2/26
Mary P. Sheffield	92 Twelve Oaks Dr. SE	770-530-3113	Mary P Sheffield	2/26
Kimberly Bowen	94 Twelve Oaks Dr. SE	770-695-3238	Kim Bowen	2/26
Sheppard Brown	94 Twelve Oaks Dr SE	770 695 3588	[Signature]	2/26
ERICA MASSICOTT	95 TWELVE OAKS DR SE	678 641 7464	E. Massicott	2/26
Barbara Thomas	96 TWELVE OAKS DR SE	770 596 4728	Barbara Thomas	2/26
Vicki Morrow	102 Twelve Oaks Dr SE	706 346-9474	Vicki Morrow	2/26
TOMY DAWSON	104 TWELVE OAKS DR	404 804 6443	Tomy Dawson	2/26
Joe Coldenure	105 Twelve Oaks Dr	770-256-1362	Joe Coldenure	2/26
JIM BOLAND	111 TWELVE OAKS DR	770 655 1867	Jim Boland	2/26
Greg Owens	113 Twelve OAK	770 547 5798	Greg Owens	
Nancy Kerber	114 " " " "	770- <del>382</del> <sup>851</sup> -5415	Nancy Kerber	2/26
[Signature]	115 TWELVE OAKS DR. SE	240-538-6383	[Signature]	2/26
Breck Thompson	31 stately oaks DR	7-380-0455	[Signature]	
Jeff Hill	5 + twelve oaks Dr.	404 542 0271	Jeff Hill	2/26
Jennifer Elzen	17 Twelve Oaks Dr	678 848 0493	Jennifer Elzen	2/26

Residents Name	Address	Phone Number	Signature	Date
Alvair Krobembuhl	13 Jackson Farm Rd SE	706 461 0561		3/4/2023
Cody Brown	17 Jackson Farm Rd SE	678 901 5735		3/4/23
* Knox Elder	21 Jackson Farm Rd	478-456-5798		3/4/23
Denise Smith	25 Jackson Farm Rd	770-743-2371	Denise Smith	3/4/23
Muhle	25 Jackson Farm Rd	770 743-2388	Muhle	3/4/23
John Marsh	27 Jackson Farm Rd	678 447 2574	John W Marsh	3/4/23
Kath Abernathy	33 Jackson Farm Rd	770-337-7568	Kath Abernathy	3/4/23
David Klein	37 Jackson Farm Rd	912-856-8746	David Klein	3/4/23
* ANDREW WOLPE	38 Jackson Farm Rd	404-620-9886	Andrew Wolpe	5/4/23
Jeremy Fore	36 Jackson Farm Rd	678-702-1270	Jeremy Fore	3/4/2023
Jeff Moore	26 Jackson Farm Rd	404-452-3521	Jeff Moore	3/4/23
Susan Decherty	20 Jackson Farm Rd	678-517-7542	Susan Decherty	3/4/23
Richard Ellis	12 Jackson Farm Rd SE	404 444 8245	Richard Ellis	3-4-23
Stacy Peterson	42 Jackson Farm Rd SE	678-995-2473	Stacy Peterson	3-6-23
Debbie Mullan	47 Jackson Farm Rd SE	504-322-5705	Debbie Mullan	3/4/23
Michelle Denton	43 Jackson Farm Rd SE	770-315-1261	Michelle Denton	3/4/23
Stacey Dunlop	43 Jackson Farm Rd SE	770 546 0060	Stacey Dunlop	3/4/23

Residents Name	Address	Phone Number	Signature	Date
Genna Crider	34 Stately Oaks Dr	770-366-3283		3/5/2023
Julia Bissat	36 Stately Oaks Dr	470-232-6083		3/5/2023
Randall L. Howlett	36 Stately Oaks DR.	404-805-7108		3/5/2023
Samantha Martin	38 Stately Oaks Dr	706-352-0969		3/5/2023
Charles Barger	42 Stately Oaks Dr	770-577-8358		3/2/2023
Jose Pamire & Anita Waddell	54 Stately Oaks Dr	678-697-4752		3/2/2023
Anita Waddell	K, Twelve Oak Dr	770-815-2261		3/5/2023
Frank Waddell	15 Twelve Oaks	770-289-0180		3/5/2023
Berjamin Nunez	7 twelve OAKS DR	678-516-7410		3/5/2023
Odalys Nunez	7 twelve OAKS DR	862-290-5328		3/5/23
Kyle Boyette	35 Stately Oaks Dr	770-294-8219		3/5/23
Myli Sprinkle	39 Stately Oaks Dr.	703-861-0502		3/5/23
Trina Weaver	41 Stately Oaks Dr	801-564-0807		3/5/23
Angelo Nizzari & Doreen Nizzari	7 Tara Way	770-547-3693		3/5/23
Kristin Nelson	4 Tara Way	603-264-2540		3/5/23
Adam Nelson	4 Tara way	603-131-6301		3/5/22
Ashley Ouet	29 Twelve Oaks DR	706-537-0810	Ashley Ouet	3/5/22
Chris Dyer	29 Twelve Oaks DR,	(404) 216-8090		3/5/22



Residents Name	Address	Phone Number	Signature	Date
Rddie Alvarez	22 Twelve Oaks Dr SE	770-286-5832		3/5/23
Love Betty	18 Twelve Oaks DR SE	678-986-6816		3/10/23
Nelini Jurni	5 SE Melhara Dr	706-670-1510	Nelini Jurni	3/19/23
Scott McCormack	4 Melhara Dr SE	404-862-1328		3/19/23
Michael Hillborn	6 Melhara Dr SE	404-889-7400		3/19/23
Bailey Robinson	101 Twelve Oaks Dr	(6)523-2427	Bailey Robinson	3/19/23
John Robin	101 Twelve Oaks Drive	(6)523-2427		3/19/23
Paul and Lisa	15 Mulberry Way	678-321-1500		3/19/23
Wanda White	14 Catalpa Court SE	404-725-2872	Wanda White	3/25/23
Deson Lindahl	12 Catalpa Ct	979-393-8388		3/25/23
Mayank Shah	4 Catalpa Ct	(513)503-8821		3/26/23
Hitesh m Daril	7 Mulberry Way Cartersville	678-559-2158	Hitesh m Daril	3/26/23
Simon George	6 Statley Oaks Dr SE	678-800-2973	Simon George	3/26/23
Naketa Montague	4 Statley Oaks Dr SE	646-675-8069	Naketa Montague	3/26/23
Chris Zapata	7 Statley Oaks Dr.	404-472-4938		3/26/23
Francis Niw Yap	4 Twelve Oaks Dr.	678-612-9411		3/26/23
Vanice Thomas	80 Twelve Oaks Dr	404-387-5764	V - Thomas	3/26/23

- Sidewalk -

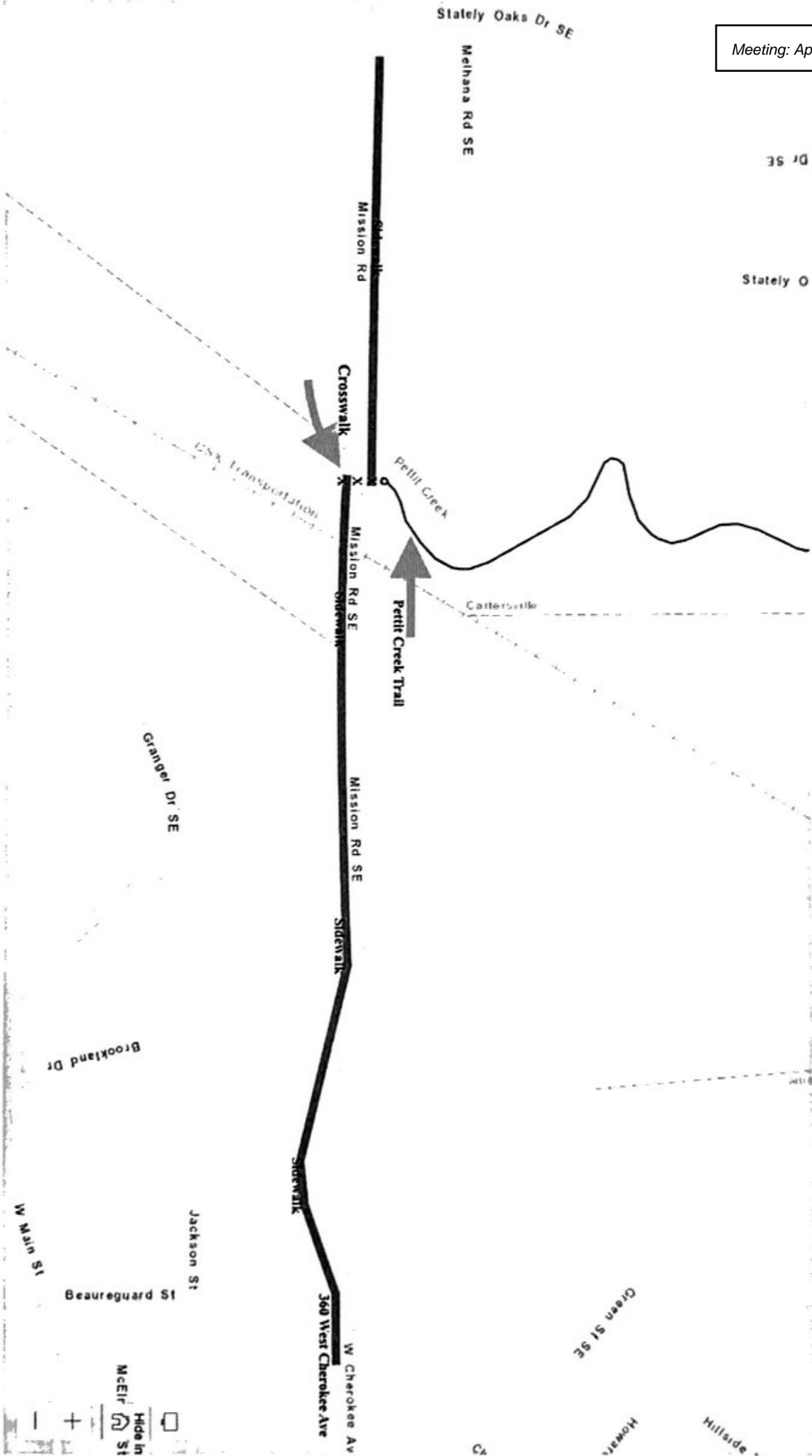
Meeting: April 6, 2023 Item 3.

Residents Name	Address	Phone Number	Signature	
Belinda Whorton	23 Twelve Oaks Dr.	404-406-3523	Belinda Whorton	3/7/23
Marie Jawinski	11 Stately Oaks Dr.	770-364-2943	Marie Jawinski	3/7/23
Quanita Kueba	51 Stately Oaks	404-432-8970	Quanita Kueba	3/7/23
Julia S. Day	37 Twelve Oaks dr	770-542-9829	Julia S. Day	3/11/23
Kim O'Stey	37 Twelve Oaks dr	404-542-4953	Kim O'Stey	3/11/23
Tama Ireland	44 Twelve Oaks	678-719-9627	Tama Ireland	3-11-23 <small>CAS</small>
Jacob Baxter	6 Pebble Hill Ct.	678-859-1033	Jacob Baxter	3/11/23
Ashleigh Smcox	8 Pebble Hill Ct.	678-672-8624	Ashleigh Smcox	3/11/23
Courtney Blayman	10 Pennie Hill Ct	678-980-4002	Courtney Blayman	3/11/23
<del>Debra J. Smith</del>	6 Melbourn way	—	<del>Debra J. Smith</del>	3/1/23
<del>Stephanie Steadler</del>	2 Marlborough way	404-203-4505	<del>Stephanie Steadler</del>	
Stephanie Steadler	82 Twelve Oaks Dr SE	770-362-5864	Stephanie Steadler	3/11/23
Ryan Regan	78 Twelve Oaks Dr	404-285-6844	Ryan Regan	3/11/23
Brian Peters	42 Twelve Oaks Dr.	706-313-6512	Brian Peters	3/11/23
Shannon Peters	42 Twelve Oaks Dr.	706-847-9339	Shannon Peters	3/11/23
Jason Lowe	33 Twelve Oaks Dr.	678-956-2323	Jason Lowe	3/25/23
Motie Lowe	33 Twelve Oaks Dr	770-757-5311	Motie Lowe	3/25/23

Residents Name	Address	Phone Number	Signature	
Sawyer Milton	30 Twelve oaks	470-529 9722		3-25-23
Jennifer Sawyer	30 Twelve Oaks Dr	770-547-0967		3-25-23
Daniel Beardland	2 Pebble Hill Court	678-986-3864		3-25-23
Dana Bradley	4 Pebble Hill Ct.	678-313-1867		3-28-23
Allan McCurry	58 Twelve Oaks Dr	706-936-6032		3-25-23
Daniel White	14 Catalpa Ct	678-986-2994		3-25-23
David Lindahl	12 Catalpa Ct	770-324-6397		3-25-23
PAUL HART	10 CATALPA CT	678-492-3011	Chart	3-25-23
Cassandra Wilkins	6 Catalpa Ct.	(4)4252160	Clunkers	3/25/23
CARLOS & KAREN NUNEZ	2 CATALPA CT	704-657-7243		3/5/23
Yan Jin	64 Twelve Oaks Dr	470-309-4989		3/25/23
PATRICK LATHAM	68 Twelve OAKS DR	404-626-6277	Patrick Latham	3/25/23
Amanda Schumacher	70 Twelve Oaks Dr	312-521-9961		3/25/23
Wanda Spencer	67 Twelve Oaks Dr	(7)715-1643		3/25/23
Lori Sadler	72 Twelve Oaks Dr	706-957-0860	Lori Sadler	3/25/23
William Soller	7 Twelve Oaks Dr.	706 372 0028		3/25/23
Brett Burch	75 Twelve Oaks	989-385-0717		3/25/23

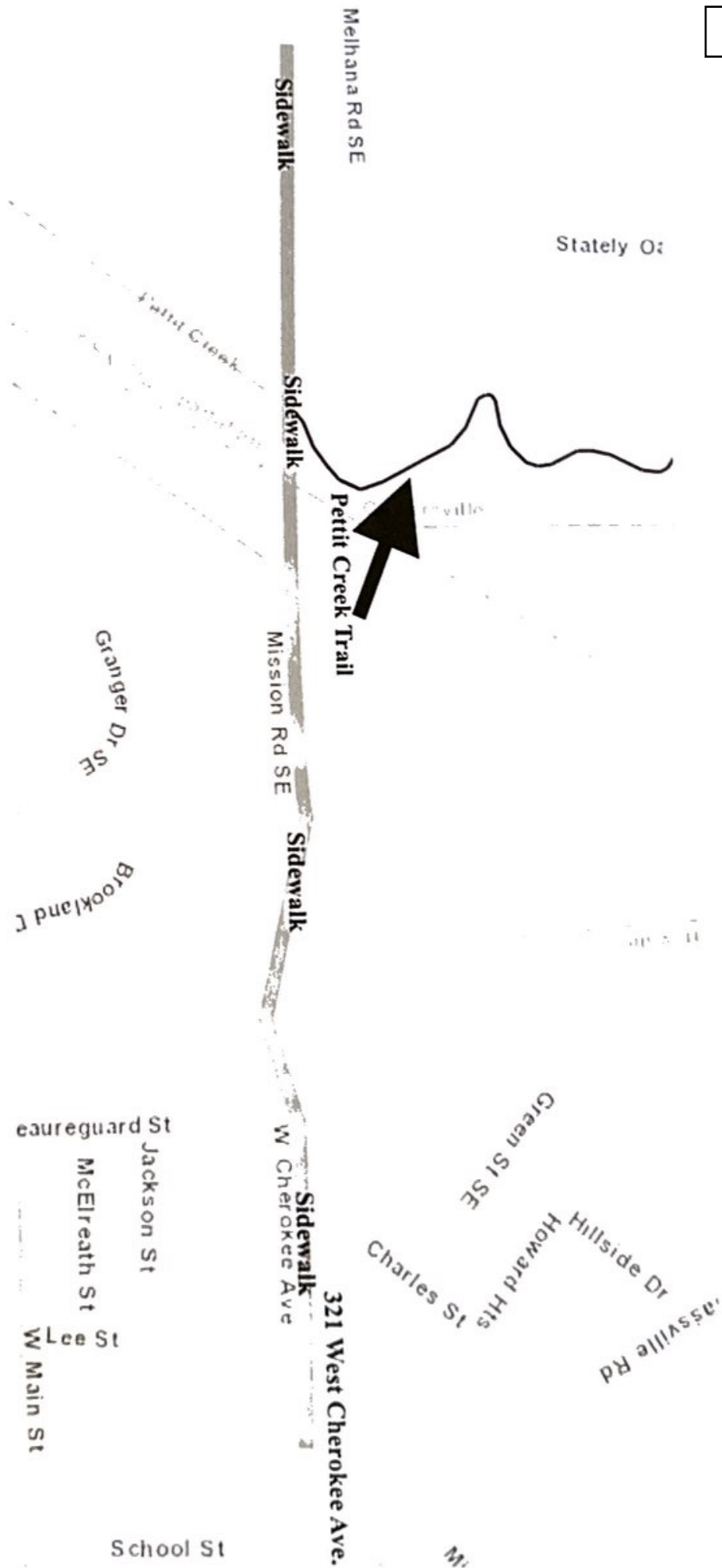
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Residents Name	Address	Phone Number	Signature	
Mason Greene	84 Twelve Oaks Dr	770-243-3071	Mason	3/24/23
Taylor Greene	84 Twelve Oaks Dr.	770-307-0631	Taylor	3/25/23
Colton Blake	83 twelve oaks Dr	770-878-8468	Colton	3-25-23
Kelly Blake	83 Twelve oaks Dr.	↑	Kelly	3/25/23
PAUL TRAIL	88 TWELVE OAKS DR	404-732-5185	Paul Trail	3/25/23
Erin Trail	88 Twelve Oaks Dr.	404-732-5186	Erin Trail	3/25/23
Hanna Massicott	95 Twelve Oaks Dr	678 982 6026	Hanna Massicott	3/25/23
Megan Tidwell	93 twelve Oaks Dr.		Megan	3/25/23
Angelo Mizzari	7 Tara Way SE	7-547 3693	Angelo	3/25/23
Adam Nelson	4 Tara way	603-731-6301	Adam	3/25/23
Tonya Simlard	40 Twelve Oaks Dr SE	678 986 7395	Tonya	3/26/23
HUGH SIMIARD	40 TWELVE OAKS DR.	770 655 6855	Hugh	3-26-23
Paul Quillen	99 Twelve Oaks Dr.	678-986-9602	Paul Quillen	3-26-23
Lidia Fabra	97 Twelve Oaks Dr.	(770) 718- <del>6543</del> <sup>6543</sup>	Lidia Fabra	3/26/23
Wendy Kay	91 Twelve Oaks DR		Wendy Kay	3/24/23
Ryan McCormick	89 Twelve Oaks Dr	255) 417 3071	Ryan	"
Bob Heiback	87 twelve OAKS DR.	7-316-6513	Bob	3/24/23



Map navigation controls including a scale bar, a 'Hide in MCEIF St' button, and a '360 West Cherokee Ave' label.









JACKSON FARM SUB.  
Approximately 50 homes  
occupied - eventually a  
total of 191 homes

RESERVE AT PETTIT CREEK SUB.  
160 total homes with approximately  
450 residents





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Public Hearing – 2 <sup>nd</sup> Reading of Zoning/Annexation Requests
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	Z23-01. 405-B Old Mill Rd. Applicant: Berrey Properties Inc.
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<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, 3<sup>rd</sup> 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>
<b>LEGAL:</b>	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: **4<sup>th</sup>** Section: **3<sup>rd</sup>** 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 4<sup>th</sup> District, 3<sup>rd</sup> 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 18<sup>th</sup> day of July 2002. First Reading  
**ADOPTED** this the 1<sup>st</sup> day of August 2002. Second Reading.

/s/ \_\_\_\_\_  
**Michael G. Fields**  
**Mayor**

**ATTEST:**

/s/ \_\_\_\_\_  
**Sandra E. Cline**  
**City Clerk**



15ft. utility easement

**MASSEY SURVEYING INCORPORATED**  
 P.O. Box 8122  
 Callahan, Georgia 30703  
 Phone/Fax: 706-699-0545  
 PROFESSIONAL LAND SURVEYING SERVICES



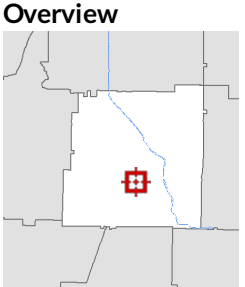
**GENERAL NOTES:**

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 325,590 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



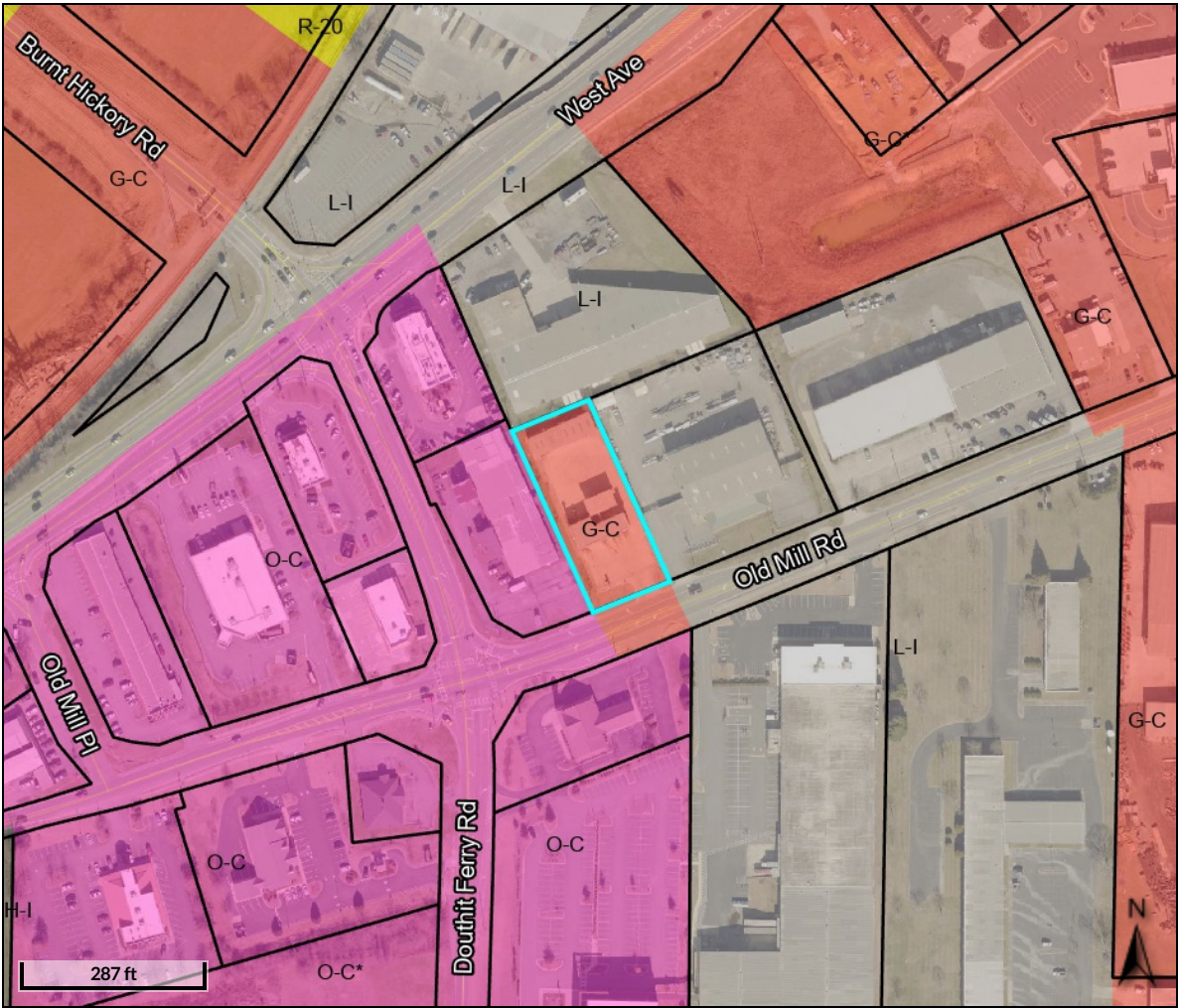
**Legend**  
 Parcels  
 Roads

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

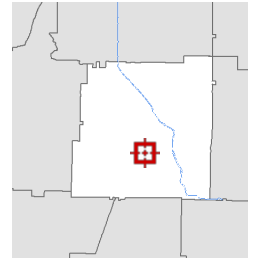
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Last Data Uploaded: 1/17/2023 10:40:18 PM

Developed by 





**Overview**



**Legend**

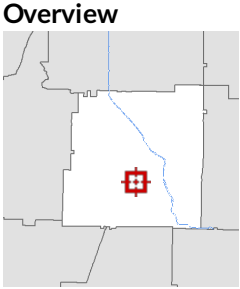
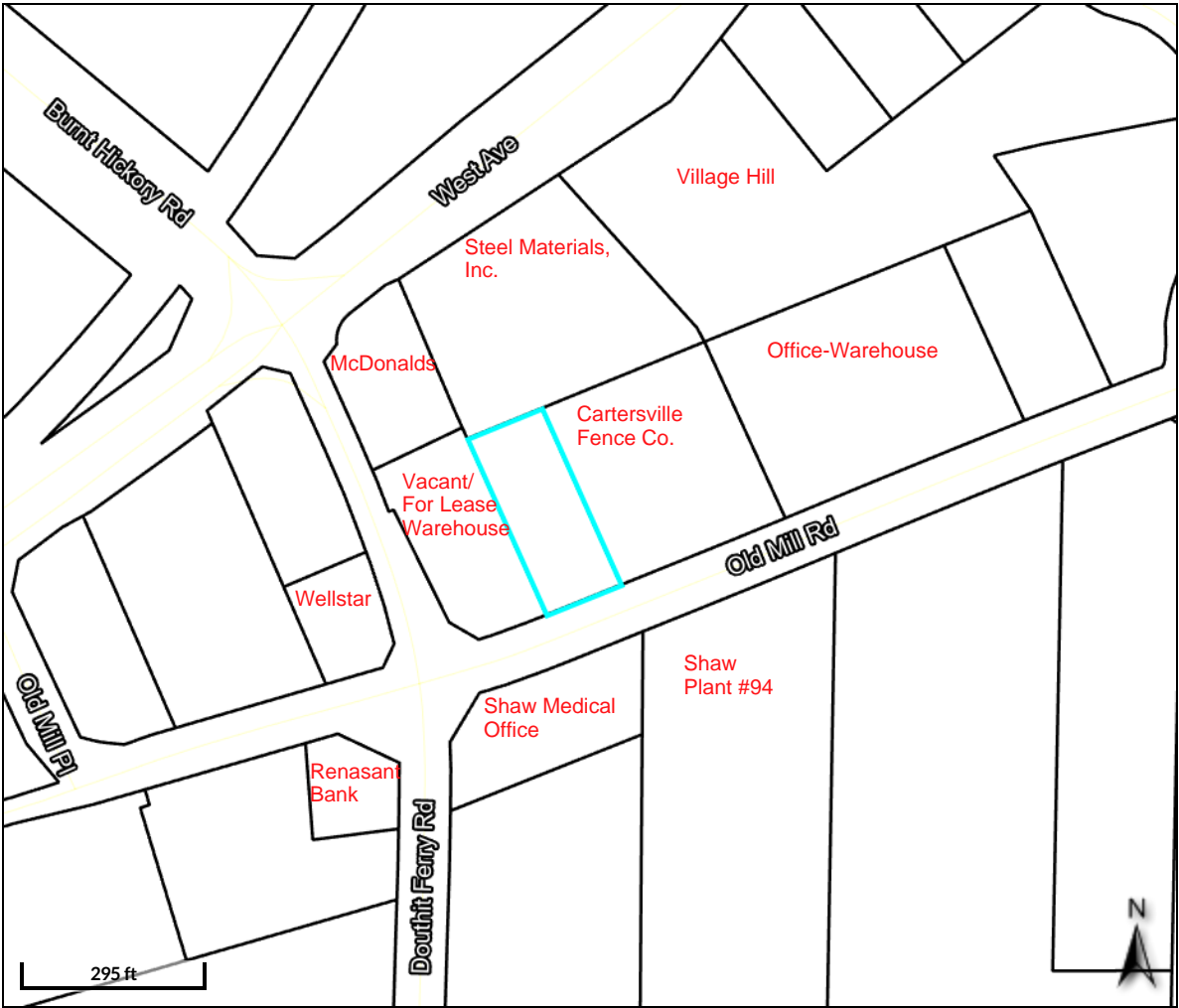
- Parcels
- Roads
- Cartersville Zoning**
- AG
- DBD
- G-C
- G-C\*
- H-I
- H-I\*
- L-I
- L-I\*
- M-U
- M-U\*
- MF-14
- MF-14\*
- MN
- O-C
- O-C\*
- P-D
- P-D\*
- P-I
- P-S
- P-S\*
- R-10
- R-10\*
- R-15
- R-15\*
- R-20
- R-20\*
- R-7
- R-7\*
- R-D
- RA-12
- RA-12\*
- RSL

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

<b>Parcel ID</b>	C022-0004-027	<b>Alternate ID</b>	34904	<b>Owner Address</b>	BERREY PROPERTIES INC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Commercial		650 HENDERSON DR PMB 450
<b>Property Address</b>	405 OLD MILL RD	<b>Acreage</b>	0.86		CARTERSVILLE, GA 30120
<b>District</b>	Cartersville				
<b>Brief Tax Description</b>	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: April 6, 2023 Item 4.

Date Received: 1-13-2023

**Public Hearing Dates:**

Planning Commission 3-7-2023 5:30pm 1<sup>st</sup> City Council 3-16-2023 7:00pm 2<sup>nd</sup> 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 \_\_\_\_\_  
 Signed, sealed and delivered in presence of \_\_\_\_\_ My commission expires: 1/23/23  
[Signature]  
 Notary Public

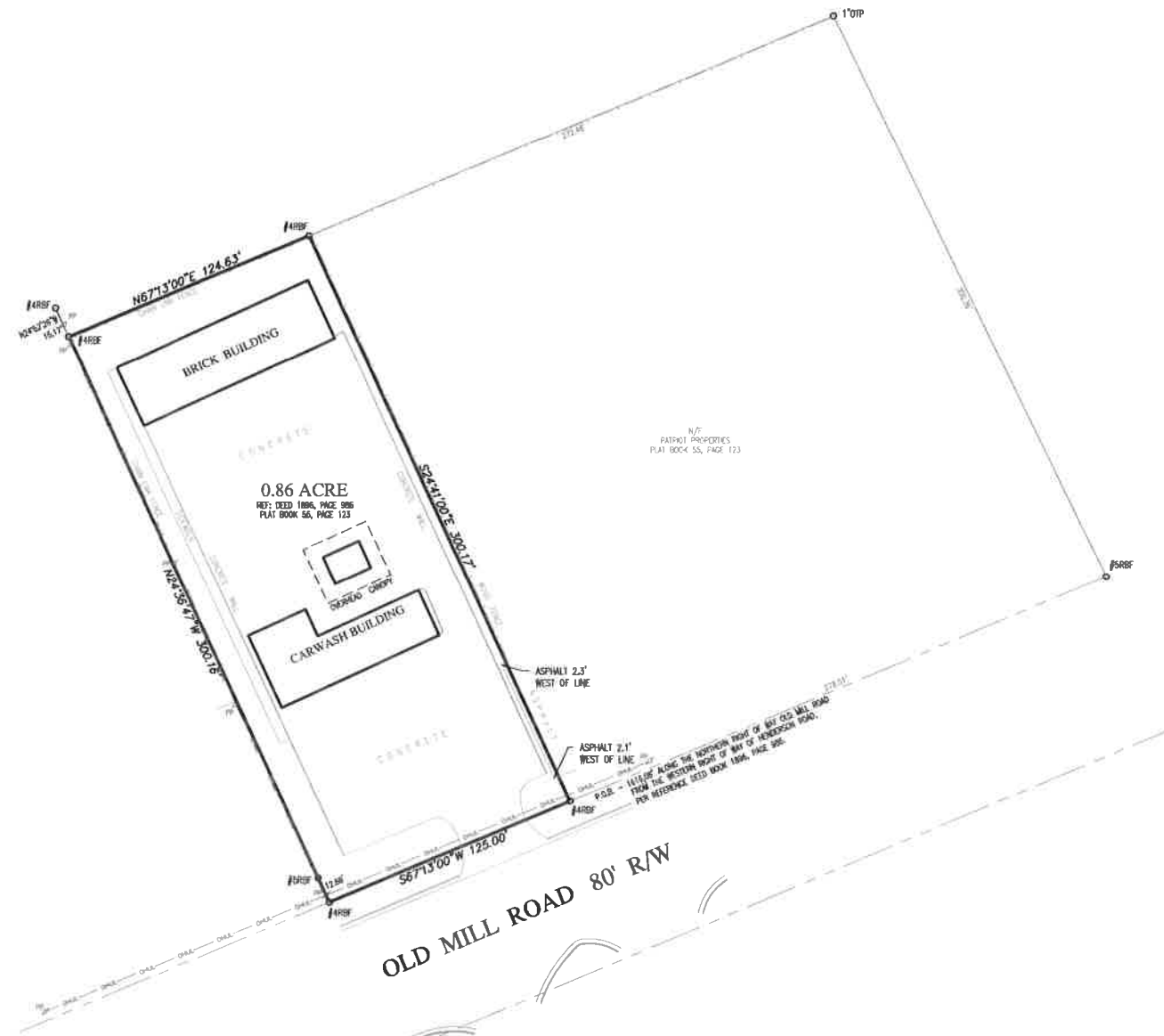


\* Titleholder Berry Properties Inc Phone 770-542-9982  
(titleholder's printed name)  
 Address 405 B Old Mill Rd Email randy@berryproperties.biz  
 Signature [Signature]  
 Signed, sealed, delivered in presence of: \_\_\_\_\_ My commission expires: 1/23/23  
[Signature]  
 Notary Public



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.O. 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: 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 55, PAGE 113

LEGEND			
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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 4<sup>th</sup> District, 3<sup>rd</sup> 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 6<sup>th</sup> day of April 2023. Second Reading.**

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

**ATTEST:**

/s/ \_\_\_\_\_  
**Julia Drake**  
**City Clerk**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Public Hearing – 2 <sup>nd</sup> Reading of Zoning/Annexation Requests
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	Z23-02. 8 Mimosa Terrace. Applicant: William Moore
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<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, 3<sup>rd</sup> 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"> <li>1. A natural or planted landscape buffer remains in place along the adjacent residential use properties.</li> <li>2. Hours of operation are limited to reasonable and customary hours.</li> <li>3. All G-C uses except “Offices, General” and “Barber Shops and Beauty Salons” are prohibited.</li> </ol> <p>Planning Commission recommended approval 6-0.</p>
<b>LEGAL:</b>	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: **4<sup>th</sup>** Section: **3<sup>rd</sup>** 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

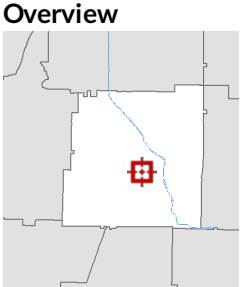
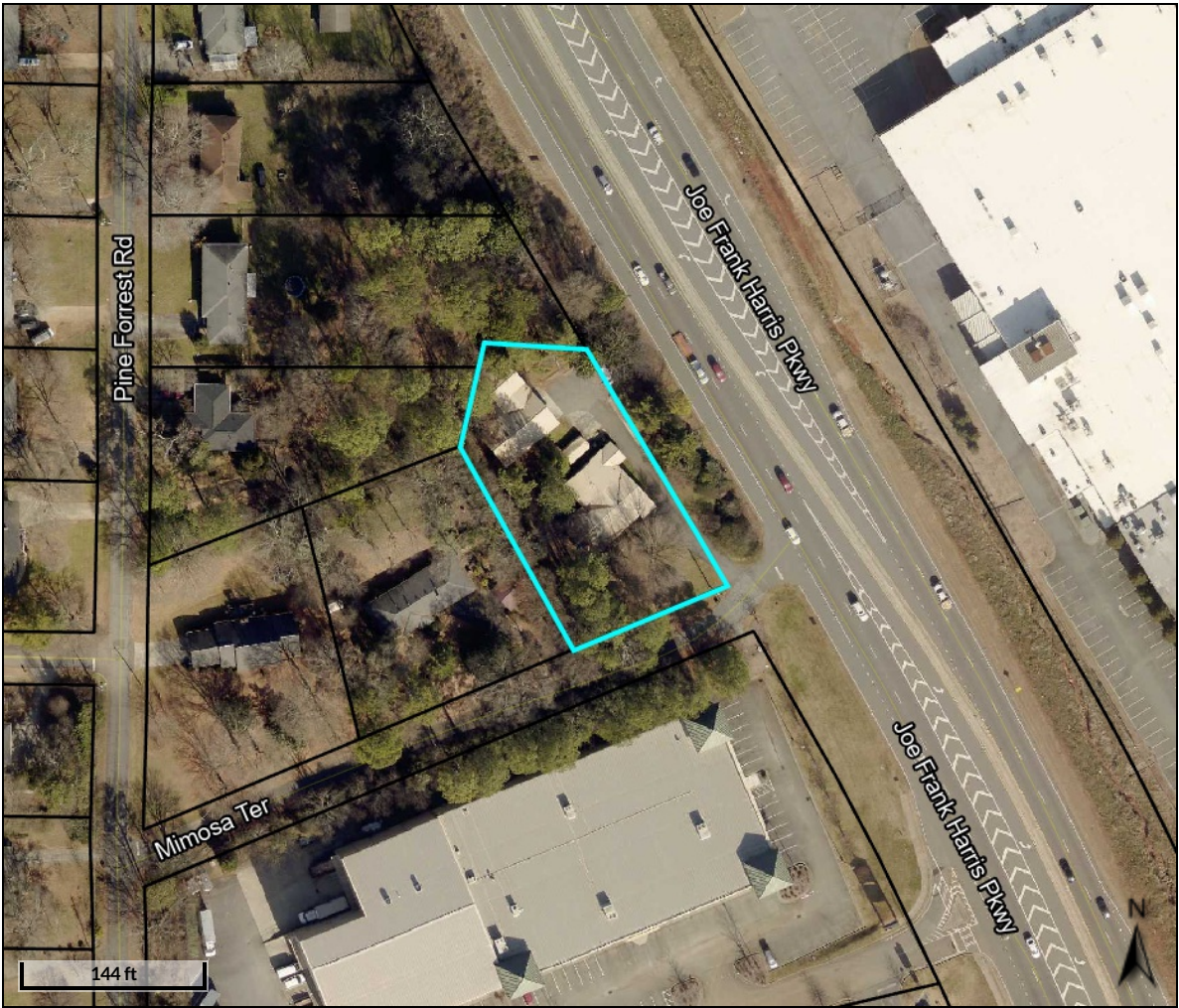
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*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





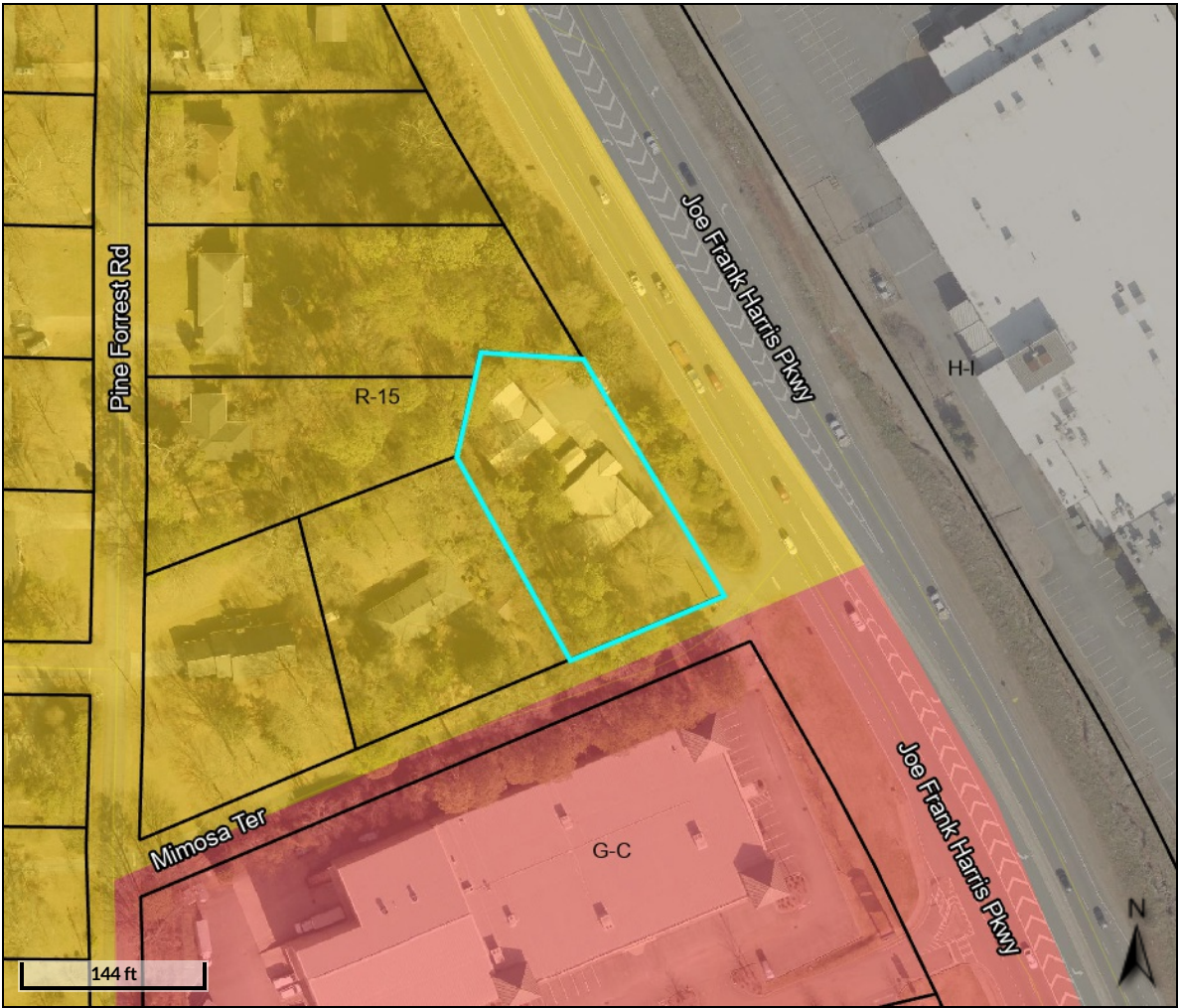
**Legend**  
 □ Parcels  
 — Roads

<b>Parcel ID</b>	C030-0007-007	<b>Alternate ID</b>	35715	<b>Owner Address</b>	HOMES BY T&E LLC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Residential		1009 N TENNESSEE ST STE B
<b>Property Address</b>	8 MIMOSA TERRACE	<b>Acreage</b>	0.5		CARTERSVILLE, GA 30120
<b>District</b>	Cartersville				
<b>Brief Tax Description</b>	LL 241 DIST 4 LOT 1 ARTHUR				

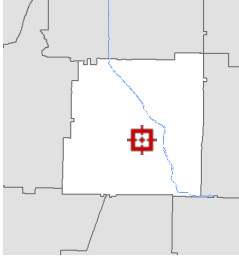
(Note: Not to be used on legal documents)

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\*
- 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 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: 2023-0007  
Date Received: 1-20-2023

Public Hearing Dates:

Planning Commission 3-7-2023 5:30pm    1<sup>st</sup> City Council 3-16-2023 7:00pm    2<sup>nd</sup> 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  
Email (Rep) jking@tdhtlaw.com  
Representative Signature Jessica King 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.

*[Signature]*  
 KEVIN COONEY - GA PLS 2980



## 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.



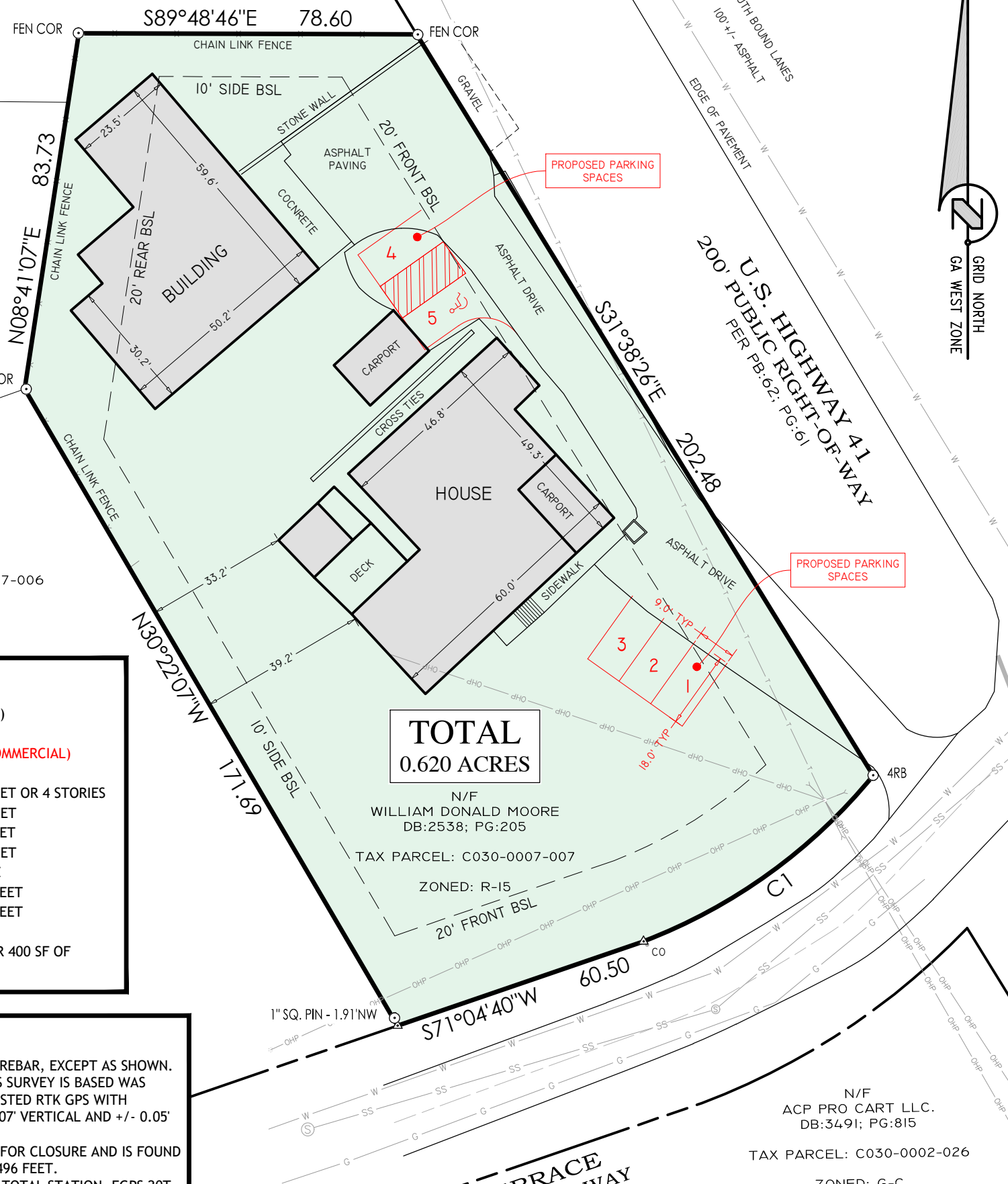
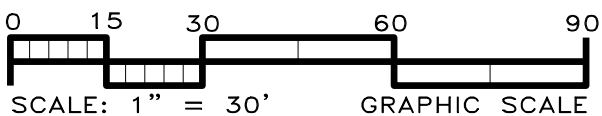
N/F  
 LILIA DE LA CRUZ RAMIREZ  
 DB:2822; PG:443  
 TAX PARCEL: C030-0007-003  
 ZONED: R-15

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

N/F  
 EDESEL 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

1. ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
2. 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.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 37,496 FEET.
4. EQUIPMENT USED: TOPCON 3005W TOTAL STATION, EGPS 20T BASE AND ROVER, WITH DATA COLLECTOR.
5. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
6. 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)

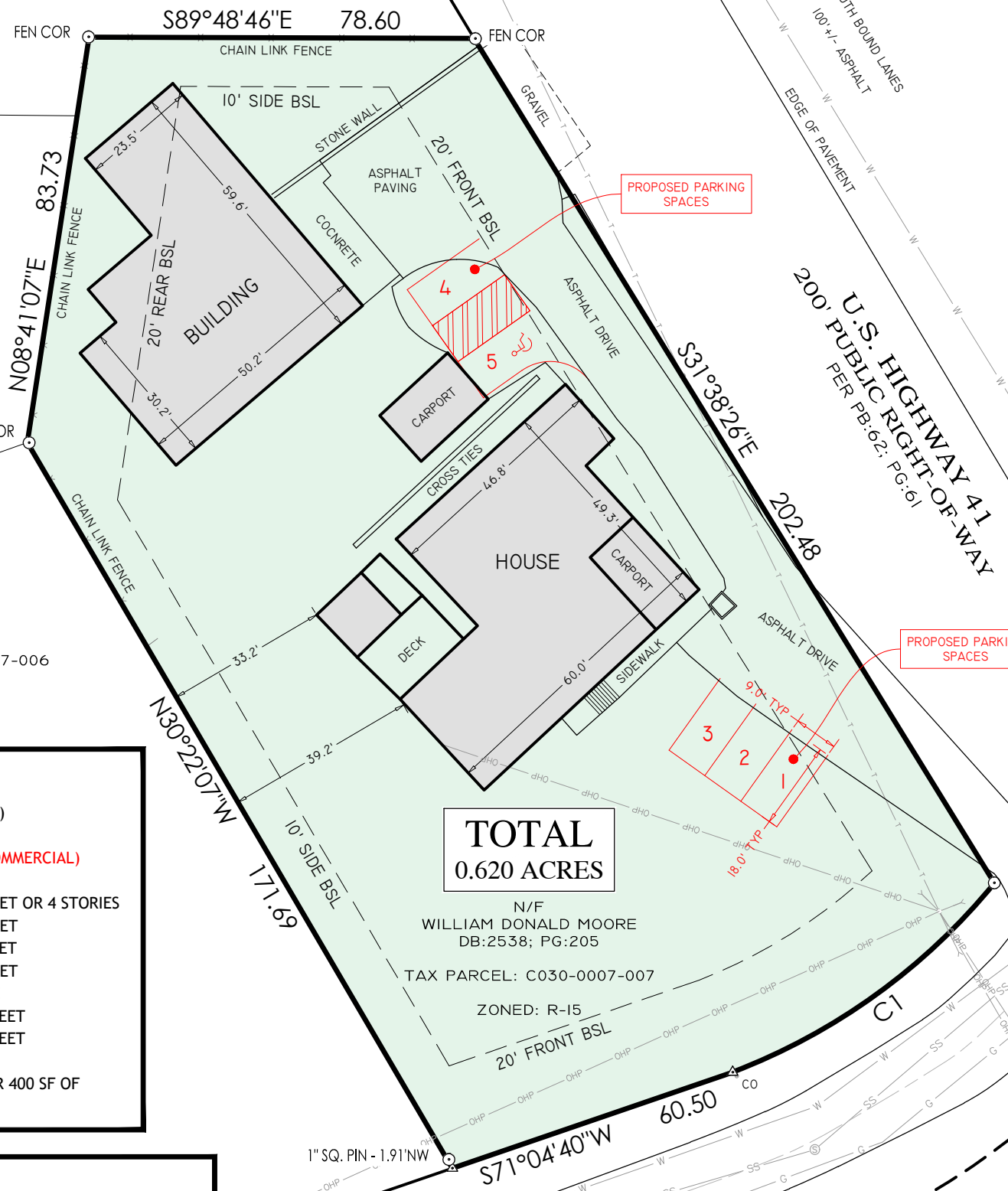
**PROPOSED ZONING: G-C (GENERAL COMMERCIAL)**

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





















\* 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 4<sup>th</sup> District, 3<sup>rd</sup> 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 16<sup>th</sup> day of March 2023.**  
**ADOPTED this the 6<sup>th</sup> day of April 2023. Second Reading.**

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

**ATTEST:**

/s/ \_\_\_\_\_  
**Julia Drake**  
**City Clerk**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Panhandling
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The proposed amendment to the Panhandling Ordinance, if approved, will provide additional regulations on the practice of panhandling, and is recommended for your approval.
<b>LEGAL:</b>	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

<b>MEETING DATE:</b>	March 16, 2023
<b>SUBCATEGORY:</b>	First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Parks & Recreation Ordinance Updates
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Several sections of the Parks & Recreation Ordinance Sections 15-4, 15-5 and 15-6 have been updated.
<b>LEGAL:</b>	N/A

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

IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF CARTERSVILLE, GEORGIA THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 15 – PARKS AND RECREATION. ARTICLE I. – IN GENERAL., SEC. 15-4. HOURS OF USE OF PUBLIC PARKS IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW; SEC. 15-5. PLAYING OR PRACTICING GOLF OR DRIVING GOLF BALLS IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW; AND SEC. 15-6. THROWING MISSILES IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW:

1.

**Sec. 15-4. Hours for public parking.**

- (a) It shall be unlawful for any person to be or to park any vehicle in any public park of the city or upon any roadway or parking lot in any public park between the hours of 12:00 a.m. and 5:00 a.m. daily without permission from the parks and recreation department.
- (b) Subsection (a) shall not apply to thoroughfares that are part of the system of streets and highways of the city.

2.

**Sec. 15-5. - Additional Rules and regulations for parks owned and operated by city.**

(a) *Adopted.* There shall be a set of rules and regulations developed to set standards of conduct in the parks and recreational facilities owned or operated by the City of Cartersville. These rules shall be designed to assure the safety and enjoyment of park participants in addition to all other rules and ordinances adopted by the City of Cartersville.

- (1) No person shall serve, consume, or transport in open containers any alcoholic beverage within a city park or recreation facility except in designated event venues during city sponsored festivals. For purposes of this section, the department of parks and recreation shall define "event venue" for each such event.
- (2) It shall be unlawful for any person to use tobacco products within a city park. Examples of tobacco products include, but are not limited to, cigarettes, e-cigarettes, cigars, chewing tobacco, snuff, pipes, etc.
- (3) The use of bicycles on sidewalks and trails is prohibited within city parks, except as follows:
  - a. Bicycles, including class 1 and 2 electric bicycles, may be used at a maximum speed of 15 miles per hour on the Etowah River Walk, Pine Mountain Recreation Area, and Pettit Creek Trail marked roads, driveways, or parking areas.

- b. Children under the age of six may use bikes with training wheels on park trails, when accompanied by an adult.
- (4) The use of skateboards is prohibited in city parks except in areas expressly designated for the use of skateboards.
- a. Designated areas will be posted with proper signage.
- (5) Park hours are set according to park categories and are posted at each park. Park categories and a listing of all park hours can be found on the City of Cartersville's website. Park categories and their normal respective park hours are also provided below:
- a. Active parks: 6:00 a.m. to 11:00 p.m., during Spring, Summer, and Fall, and 6:00 a.m. to 10:00 p.m. during Winter; or as may otherwise be posted or changed by the Parks and Recreation Director.
  - b. Etowah River Walk, Pine Mountain Recreation Area, Pettit Creek Trail, Dellinger Park Vita Course, and Cartersville Sports Complex Walking Trail: Dawn to dusk.
  - c. Neighborhood parks: Dawn to dusk.
  - d. Downtown parks: Dawn to midnight.
- (6) Littering, vandalism, and the damage or removal of city property is prohibited.
- (7) All pets must be on-leash and under physical control at all times, except at designated off-leash areas. Additionally, park guests must adhere to the following:
- a. No pets or animals are allowed on athletic fields;
  - b. Animals are prohibited inside buildings, in city swimming areas, the areas inside fencing around pools, and in concession and restroom facilities at swimming pools;
  - c. This section does not prohibit persons with disabilities from bringing service animals as defined under the Americans with Disabilities Act (ADA) into any such areas or into any city park or area owned or operated by the city for recreational purposes;
  - d. Any person owning, keeping, possessing or harboring any dog or cat shall promptly remove and dispose of all feces left by the dog or cat on any public parks, and recreation facilities, except in forest areas, not including trails and improved property; and
  - e. Any person, firm or corporation violating any provision of this article shall be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) for each offense.

- (8) All organized programs and activities must be approved by the city.
- a. Organized assemblies or groups of 25 or more persons are prohibited, unless approved by prior issuance of a permit by the Parks and Recreation Director.
  - b. When using an athletic field, a group of ten or more persons and private instruction require prior issuance of a permit by the Parks and Recreation Director.
- (9) It shall be unlawful for any person to build or maintain a fire in any park, except in city-provided pavilion grills.
- (10) The following are prohibited, except by permit issued by the city:
- a. Hunting;
  - b. Camping, urban camping, and/or tents;
  - c. Open fires, fireworks, and/or explosives;
  - d. Golfing, including practice driving, chipping, and putting;
  - e. Archery;
  - f. Soliciting, vending, peddling, or selling;
  - g. Cutting of trees, shrubs, or other plantings;
  - h. Removal or attachments of any kind to trees, plants, or structures;
  - i. Public address systems, loudspeakers, or amplifying devices, except City owned;
  - j. Overnight parking;
  - k. ***Drones***, unmanned aerial vehicles, rockets, or model aircraft;
  - l. ***Paramotors, and paragliders***, whether powered or non-powered;
  - m. Inflatables;
  - n. Petting zoos;
  - o. Metal detecting;
  - p. Construction of any structure (temporary or permanent); or
  - q. Throwing bottles, cans, stones, sticks or other missiles.
- (11) Disorderly conduct is not permitted in any city park or any other area owned or operated by the city for recreation purposes. For purposes of this section, disorderly conduct includes any conduct or behavior tending to a breach of the public peace, such as, but not limited to:
- a. Engaging in fighting or threatening, violent or tumultuous behavior;
  - b. Jostling or roughly crowding persons unnecessarily;
  - c. Creating a hazardous condition by any act which serves no legitimate purpose;
  - d. Causing or risking public inconvenience, annoyance or alarm; or
  - e. Making an obscene communication or display.
- (b) *City of Cartersville Trail System and designated parks.* For all purposes of this section, the City of Cartersville Trail System including, but not limited to: Etowah River Walk, Pine Mountain Recreation Area, Pettit Creek Trail, Dellinger Park Vita Course, and Cartersville Sports Complex Walking Trail shall be deemed as a park.

(c) *Enforcement.*

- (1) All city law enforcement officers, city officials, and other city officers are authorized, empowered, and directed to enforce compliance with this section.
- (2) Nothing in this section shall prevent the enforcement of city ordinances and regulations or state statutes or codes in any park or recreation facility owned or operated by the city.
- (3) Any person who violates any provision of this article shall be guilty of a misdemeanor and, upon conviction, shall be fined according to the penalties described in section 1-6, or sentenced to community service pursuant to Sec. 1-6.

(d) *Public notification.*

- (1) The Parks and Recreation Director shall reproduce the rules in a format suitable for public distribution. Such copies of the park rules and regulations shall be available to the public at all city recreation buildings and other city locations, as deemed necessary by the Parks and Recreation Director.
- (2) The Public Works Director shall have the rules and regulations reproduced on all-weather signs and shall post the signs in the city's parks. Locations of such signs shall be determined by the Parks and Recreation Director and shall be placed in plain public view.

3.

**Sec. 15-6. – Reserved.**

4.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_

JULIA DRAKE, CITY CLERK



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Steve Roberts
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	I would like to appoint Steve Roberts as the Parks & Recreation Director for the City of Cartersville.
<b>LEGAL:</b>	N/A





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Downtown Development Authority
<b>AGENDA ITEM TITLE:</b>	DDA Board Member
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The DDA Board would like to recommend the following candidate for appointment to the board beginning in April. Carrie Barnes will be replacing Justin Owen and her term will end February 18, 2027.
<b>LEGAL:</b>	N/A



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

Downtown is the heart of our community. We are fortunate to have a thriving downtown but I tell communities all the time that a vibrant community requires careful planning and continuous investment in leadership, community & economic development. Bartow County is on the brink of tremendous industrial growth. This will bring significant benefits and an equal number of challenges for our community. My vision for the future of downtown is to preserve the unique character of Cartersville while also managing the growth and change that we will experience in the next 5-10 years. My husband is a life-long resident of Cartersville and this is the place we've decided to put down our roots, establish our business, and raise our family. My hope is that we can continue to build a community that our children will also want to come back to and raise their future families.

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

*Carolyn Barnes*  
\_\_\_\_\_  
Signature

3/22/2023  
\_\_\_\_\_  
Date

Please return completed application to:

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

Or submit electronically to: [lread@downtowncartersville.org](mailto:lread@downtowncartersville.org)



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Resolutions
<b>DEPARTMENT NAME:</b>	Downtown Development Authority
<b>AGENDA ITEM TITLE:</b>	Creation of Festival Zones
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Request for creation of festival zones: April 22 - BBQ and Brews April 27 - Chamber Cookout October 15 – Ham Jam (Cartersville Bicycle Service and Supply) Staff recommends approval.
<b>LEGAL:</b>	N/A

**Resolution No. - \_\_\_\_\_**

**of the**

**City of Cartersville, Georgia**

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

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

April 22 - BBQ and Brews

April 27 - Chamber Cookout

October 15 – Ham Jam (Cartersville Bicycle Service and Supply)

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

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

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

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

**ADOPTED this the 6th day of April 2023.**

**/s/ \_\_\_\_\_  
Matt Santini  
Mayor**

**ATTEST:**

**/s/ \_\_\_\_\_  
Julia Drake  
City Clerk**









## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Other
<b>DEPARTMENT NAME:</b>	Downtown Development Authority
<b>AGENDA ITEM TITLE:</b>	Downtown 10-Year Plan Funding Request
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The DDA is requesting a \$15,000 contribution towards the funding of a 10-year plan. This is part of a funding application to the Appalachian Regional Commission which will provide a 50% match towards the total project cost of \$95,000. If approved, the ARC will contribute \$47,500 towards the project, to be matched by a community contribution of \$47,500. Bartow County has committed to a \$15,000 contribution, DDA is requesting \$15,000 from the City of Cartersville and they will cover the additional \$17,500.</p> <p>Staff recommends approval.</p>
<b>LEGAL:</b>	N/A



Dan Porta  
Cartersville City Manager  
10 N. Public Square  
Cartersville, GA 30120

March 28, 2023

Re: Downtown 10-Year Plan Funding Request

Dear Mr. Porta,

First, I would like to extend my thanks to you and the City Council for your support of our program during the last fiscal year. Downtown had a strong year in 2023, with five new business openings, over 95% occupancy, more than \$58,000 invested into capital improvements, the installation of five new murals, plus concerts, promotions, loyalty programs, and other initiatives. Downtown Cartersville is a GEMS designated community (Georgia’s Exceptional Main Streets) and we have just entered the UGA Archway Partnership Program to pursue Connected Resilient Community designation for the city.

In 2014 the DDA produced a 10-year plan for downtown which is set to expire in 2024. The plan was well utilized and produced strong results for downtown over the last decade. The DDA would like to pursue a new ten-year plan and has applied to the Appalachian Regional Commission to obtain a 50% funding match for this endeavor (\$47,500 from ARC and \$47,500 from local funds). The DDA is requesting \$15,000 from the City of Cartersville as a contribution towards the cost of this plan. This will match a generous contribution of \$15,000 from Bartow County, which they provided in addition to their annual funding.

As you know, the Downtown Development Authority works across city-county lines to forge partnerships that create economic multipliers for the community as a whole. As director, I serve on multiple boards, including Keep Bartow Beautiful, Art in Bartow, the Family and Consumer Science Advisory Committee, and the Farmers Market Advisory Committee. I work at the state level with the Georgia Downtown Association and at the national level with the Appalachian Regional Commission and Main Street America, Inc. The DDA also leverages downtown to support many community organizations such as Advocates for Children, Backpack Buddies, Cartersville City and Bartow County School System, Black Bartow Events, Intercultural Festival, and others.

Downtown is a proven economic engine, a tourism destination, a recruitment tool, and a resource for the entire community. I have attached a brief summary of our accomplishments for your review, and I hope they will make a compelling case for the work that we are doing to benefit the community at large. The DDA appreciates the City’s support, and we are eager to continue building downtown through this partnership. Please do not hesitate to reach out if you have any questions.

In public service,  
*Lillie Read*  
Lillie Read, Director  
Cartersville Downtown Development Authority



Since 2016

Maintained 95% building occupancy – or better – throughout downtown.

Reinvested over \$113,000 in façade and signage grants to downtown business and property owners.

Raised over \$56,600 for downtown businesses through our annual Pub Crawl events.

Raised over \$180,000 on behalf of Backpack Buddies through creation of Backpack Buddies 5K.

- Founding partner of event in 2017

Assisted Bartow County Schools with free book giveaway at Christmas Tree Lighting event.

- 6,000 books since 2019

Project manager for creation of Shakespeare Garden in alley next to Ross Diner – in partnership with Keep Bartow Beautiful.

Wrote two successful grants to Georgia Council for the Arts resulting in:

- Installation of 3 sculptures downtown
  - Leveraged \$5,000 match into \$10,000 project, which gained the community three permanent sculpture installations valued at over \$30,000.
- Installation of 5 panel (600+ sq. ft.) mural in Friendship Plaza
  - Leveraged \$5,000 match into \$17,000 project

Successful application to Georgia Humanities for a Project Grant.

- Leveraged \$2,000 of in-kind work into \$4,500 grant project.
- Created Downtown Walking Tour of African American History 1870-1940.

Created Bartow County African American Heritage Trail in partnership with 11 different civic and non-profit organizations across Bartow County.

- Project received Georgia Downtown Association *Award for Excellence in Organization* (statewide).
- Northwest Georgia Travel Association *Tourism Product Development of the Year Award* (regional).
- Heritage Trail archived for free and in perpetuity at Emory Center for Digital Scholarship.

Hosted more than 45 free music events for community.

Worked with CVB to develop and support creation of Public Art Coordinator position.

Worked with UGA Agriculture Extension and Bartow County Health Coalition to develop and support creation of a Farmers Market Manager position.

Conducted AARP Walkability Assessment of downtown with over 25 citizens and Tom Sills, Bartow County MPO.

Secured donation of community Christmas tree (\$26,000 value) and \$6,500 sponsorship to purchase holiday Photo-Op (lighted arch).

In 2017, top 20 national finalist in Deluxe Small Business Revolution competition.

In 2018, Cartersville receives award for best Live, Work, Play Cities from *Georgia Trend Magazine*.

In 2019, Travel Channel features Cartersville in article: "50 of the Most Charming Small Towns in America." (In other words, one per state, and we represented Georgia!)

In 2019, featured on Channel 11, ATL & Co., in an interview with Mayor Santini on historic downtown.

In 2020, Spoke on "Creating an Inclusive Downtown" at DCA Fall Conference with GA Main Street Director and Director of African American Programs at the Georgia Historic Preservation Division.

In 2020, spoke at Georgia Walks Summit on topic of "Creating an Award Winning African American Heritage Trail".

In 2021, Downtown Cartersville given GEMS (Georgia Exceptional Main Street) designation by Department of Community Affairs.

In 2022, installed over \$59,000 worth of capital improvements through use of Business Improvement District Funds. Saw 20% growth in Holiday Punch Card Campaign tracking holiday sales.

In 2023, chosen for participation in UGA Archway Partnership program for Connected Resilient Communities designation on behalf of the City of Cartersville.

Ongoing assistance coordinating event rentals & downtown usage for:

Dancers Against Cancer, Iron Order ride benefitting Good Neighbor Shelter, Can-A-Thon, Advocates for Children, Anchor Ministries, Music for Hope, Etowah Scholarship Fund, Daughters of the American Revolution, Cartersville-Bartow Chamber of Commerce, Bartow Rotary Club, Dixie Olds Car Show, Black Bartow Events, Intercultural Festival, Exchange Club, Etowah Valley Historical Society, Etowah Valley Humane Society, and others.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Other
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Deed of Dedication
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This Deed of Dedication is for the Taco Bell which will be located at 898 Joe Frank Harris Parkway and includes the two areas listed on the plats.
<b>LEGAL:</b>	N/A

BK:2023 PG:122-122

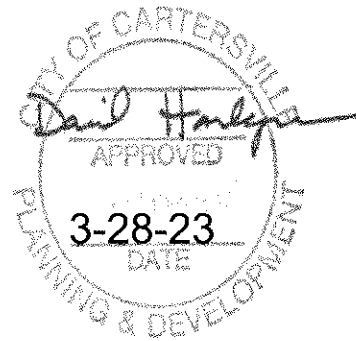
P2023000107

FILED IN OFFICE  
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03/28/2023 02:54 PM  
MELBA SCOGGINS, CLERK  
SUPERIOR COURT  
BARTOW COUNTY, GA

*Melba Scoggins*

1392277288  
PARTICIPANT ID

(CLERK OF COURT RECORDING INFORMATION)



**GENERAL NOTES**

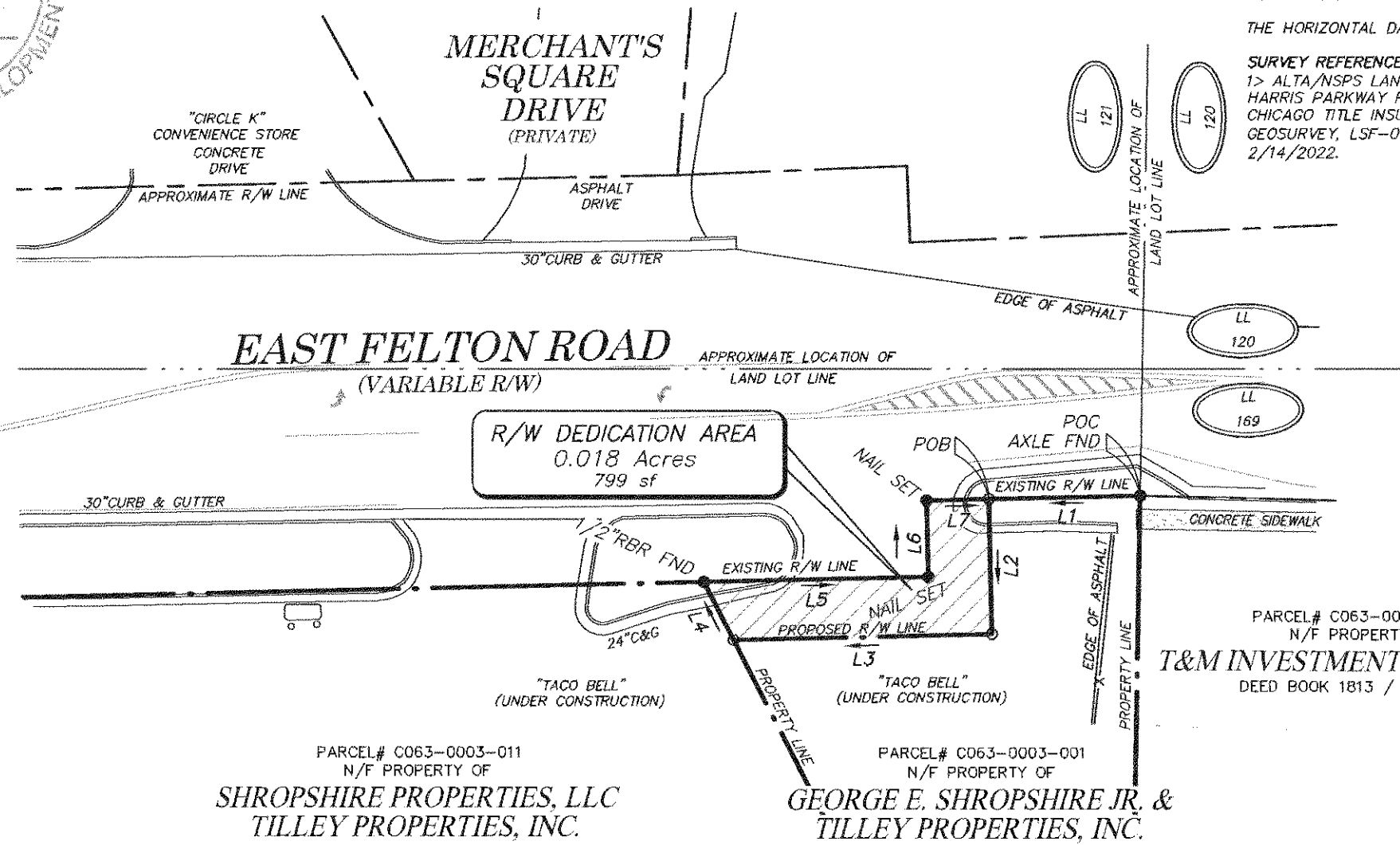
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THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 39,904 FEET.

THE HORIZONTAL DATUM IS BASED ON SURVEY REFERENCE 1.

**SURVEY REFERENCES**

1> ALTA/NSPS LAND TITLE SURVEY OF 898 JOE FRANK HARRIS PARKWAY FOR TACO BELL OF AMERICA, LLC & CHICAGO TITLE INSURANCE COMPANY, PREPARED BY GEOSURVEY, LSF-000621, 10/5/2021, LAST REVISED 2/14/2022.



**SURVEYOR CERTIFICATION**

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. 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.



*Jonathan E. Moeller*  
Jonathan E. Moeller  
Georgia Registered  
Land Surveyor # 3345

**LEGEND**

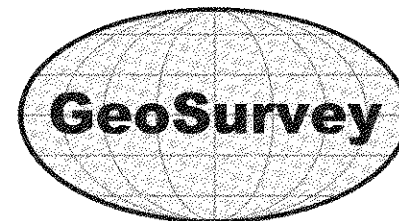
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- RBR IRON REINFORCING BAR
- RBS 5/8" REBAR SET
- O CALCULATED CORNER

GRAPHIC SCALE 1" = 30'



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S88°42'59"W	29.69'
L2	S01°17'01"E	26.52'
L3	S88°43'30"W	50.64'
L4	N27°05'45"W	12.80'
L5	N88°43'30"E	44.00'
L6	N01°16'29"W	15.00'
L7	N88°42'59"E	12.21'



Land Surveying • 3D Laser Scanning  
1660 Barnes Mill Road  
Marietta, Georgia 30062  
Phone: (770) 795-9900  
Fax: (770) 795-8880  
www.geosurvey.com  
EMAIL: info@geosurvey.com  
Certificate of Authorization #LSF-000621

RIGHT-OF-WAY DEDICATION EXHIBIT OF

**898 JOE FRANK HARRIS PARKWAY**

FOR

**CITY OF CARTERSVILLE**

GS JOB NO: 20217147-03	DRAWING SCALE: 1" = 30'	SURVEY DATE: 10-5-2021
FIELD WORK: JEM	CITY: CARTERSVILLE STATE: GEORGIA	REVISIONS (SEE GENERAL NOTES)
PROJ MGR: JEM	COUNTY: BARTOW	No.   Date   Description
REVIEWED: CAJ	LAND LOTS: 168	
DWG FILE: 20217147ROW_EXHIBIT.dwg	DISTRICT: 4	

GRID NORTH - GA. WEST ZONE





BK:2023 PG:123-123

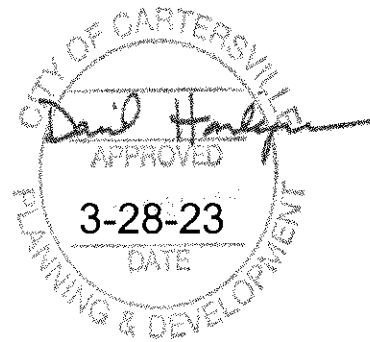
P2023000108

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*Melba Scoggins*

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PARTICIPANT ID

(CLERK OF COURT RECORDING INFORMATION)



**GENERAL NOTES**

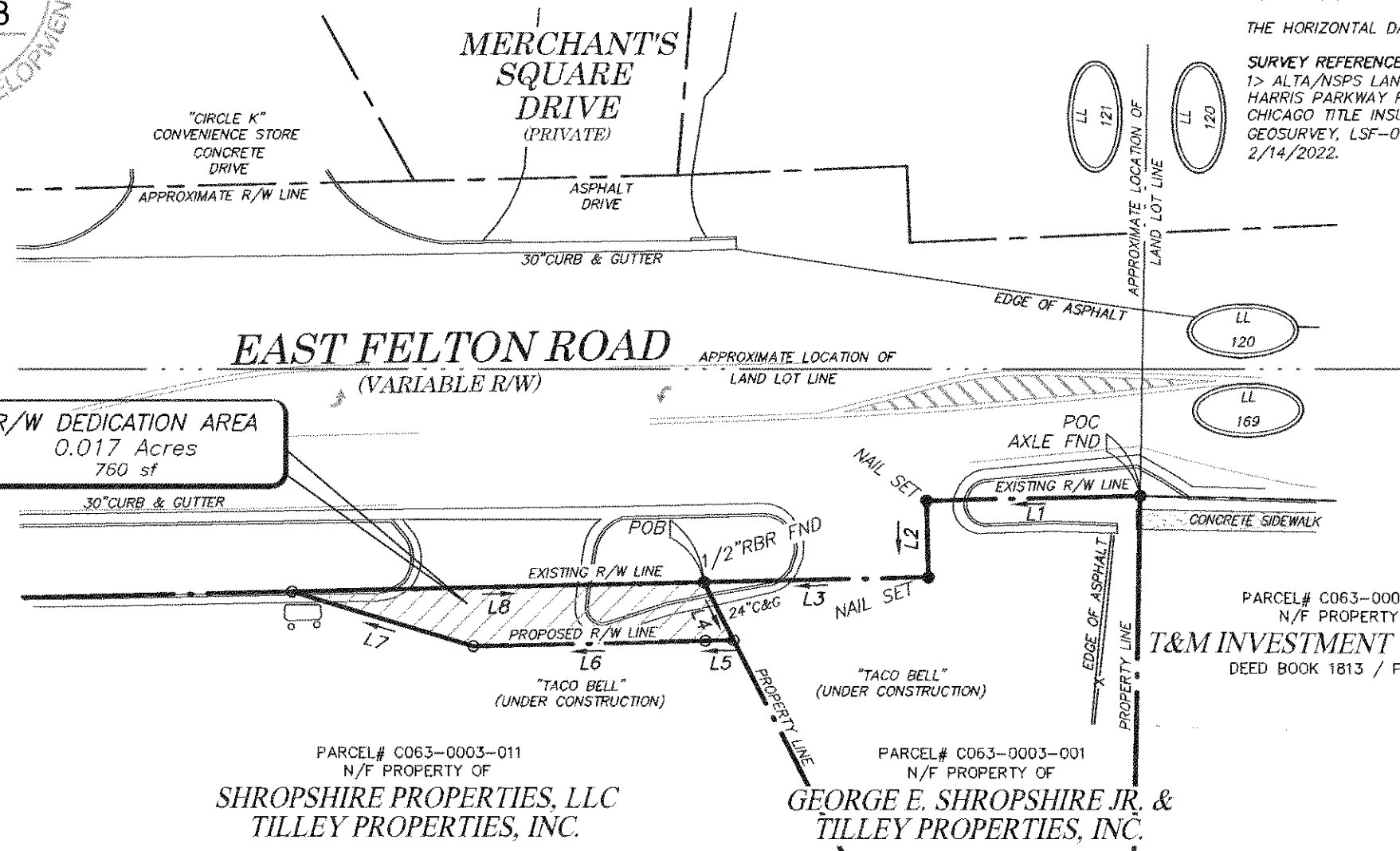
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THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 57,310 FEET.

THE HORIZONTAL DATUM IS BASED ON SURVEY REFERENCE 1.

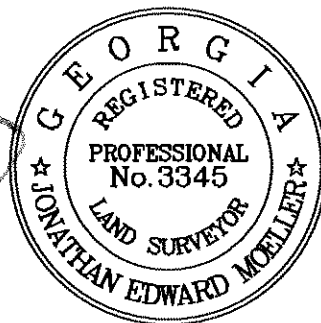
**SURVEY REFERENCES**

1> ALTA/NSPS LAND TITLE SURVEY OF 898 JOE FRANK HARRIS PARKWAY FOR TACO BELL OF AMERICA, LLC & CHICAGO TITLE INSURANCE COMPANY, PREPARED BY GEOSURVEY, LSF-000621, 10/5/2021, LAST REVISED 2/14/2022.



**SURVEYOR CERTIFICATION**

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. 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.

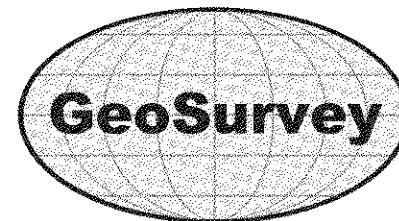


*Jonathan E. Moeller*  
Jonathan E. Moeller  
Georgia Registered  
Land Surveyor # 3345

PARCEL# C063-0003-028  
N/F PROPERTY OF  
**T&M INVESTMENT GROUP, LLC**  
DEED BOOK 1813 / PAGE 604

PARCEL# C063-0003-011  
N/F PROPERTY OF  
**SHROPSHIRE PROPERTIES, LLC**  
**TILLEY PROPERTIES, INC.**

PARCEL# C063-0003-001  
N/F PROPERTY OF  
**GEORGE E. SHROPSHIRE JR. &**  
**TILLEY PROPERTIES, INC.**



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1660 Barnes Mill Road  
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EMAIL: info@geosurvey.com  
Certificate of Authorization #LSF-000621

RIGHT-OF-WAY DEDICATION EXHIBIT OF

**898 JOE FRANK HARRIS PARKWAY**

FOR

**CITY OF CARTERSVILLE**

GS JOB NO: 20217147-03	DRAWING SCALE: 1" = 30'	SURVEY DATE: 10-5-2021
FIELD WORK: JEM	CITY: CARTERSVILLE STATE: GEORGIA	REVISIONS (SEE GENERAL NOTES)
PROJ MGR: JEM	COUNTY: BARTOW	No. Date Description
REVIEWED: CAJ	LAND LOTS: 168	
DWG FILE: 20217147ROW_EXHIBIT.dwg	DISTRICT: 4	

**LEGEND**

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- RBR IRON REINFORCING BAR
- RBS 5/8" REBAR SET
- O CALCULATED CORNER

GRAPHIC SCALE 1" = 30'



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S88°42'59"W	41.90'
L2	S01°16'29"E	15.00'
L3	S88°43'30"W	44.00'
L4	S27°05'45"E	12.80'
L5	S88°43'30"W	5.57'
L6	S88°41'53"W	45.50'
L7	N73°13'40"W	37.13'
L8	N88°41'53"E	80.80'

**RETURN TO:**  
**Archer & Lovell PC**  
**PO Box 1024**  
**Cartersville GA 30120**

**STATE OF GEORGIA**  
**COUNTY OF BARTOW**

**RIGHT OF WAY DEED OF DEDICATION**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between,

**TILLEY PROPERTIES, INC. and SHROPSHIRE PROPERTIES, LLC**

the County of Bartow, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

**CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia,**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits). The words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

**W I T N E S S E T H**

**FOR AND IN CONSIDERATION** of the sum of **TEN and 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, dedicated, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 168, 4th District, 3<sup>rd</sup> Section of Bartow County Georgia; consisting of a 0.017 acres/760 and 0.018 acres/799 City of Cartersville right-of-ways and being more particularly described on surveys for the City of Cartersville entitled Right-of-Way Dedication Exhibit of 898 Joe Frank Harris Parkway, prepared by Jonathan Edward Moeller, GRLS No. 3345, on October 5, 2021, and recorded in Plat Book 2023, Page 122 and Plat Book 2023, Page 123, in the Office of the Clerk of the Superior Court of Bartow County, Georgia.

This deed is given to dedicate the described roads, utility easements, water easements, sewer easements, gas easements, stormwater easements and related infrastructure to the City of Cartersville, as indicated on said plat. As a condition to grantee's acceptance hereof, grantor must, and does hereby, agree to maintain said roads and easements as required by the City of Cartersville for a period of one year commencing with the acceptance hereof by grantee, as evidenced below.

The Grantor his/her successors and assigns, shall agree to hold the City of Cartersville harmless and indemnify the city from all liabilities, claims, suits, injuries or actions arising from defects in design, installation and/or maintenance of said infrastructure during the twelve-month maintenance period.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

**AND THE SAID** Grantor will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:** TILLEY PROPERTIES, INC.

*Jerrit Shumles*  
\_\_\_\_\_  
Witness  
*Nancy B. Pollock*  
\_\_\_\_\_  
Notary Public

*Beth Tilley*  
\_\_\_\_\_  
Beth Tilley, CEO  
*George E. Shropshire III*  
\_\_\_\_\_  
SHROPSHIRE PROPERTIES, LLC  
George E. Shropshire III  
Managing Member



**SIGNATURES CONTINUED ON NEXT PAGE-**

-USE THIS PAGE ONLY IF APPLICABLE-

**THIS DEED OF DEDICATION IS HEREBY CONSENTED TO BY TENANT, Taco Bell of America, LLC, PURSUANT TO THAT MEMORANDUM OF LEASE BETWEEN Tilley Properties, Inc. and Shropshire Properties, LLC, AS LANDLORD AND Taco Bell of America, LLC, AS TENANT.**

Tenant shall agree to hold the City of Cartersville and Grantor harmless and indemnify each from all liabilities, claims, suits, injuries or actions arising from defects in design, installation and/or maintenance of said infrastructure during the twelve-month maintenance period.

Signed, sealed and delivered  
in the presence of:

TENANT: Taco Bell of America,  
LLC

D. Errington  
Witness

By: [Signature]  
Eric Hayden

[Signature]  
Notary Public

Its: Assistant Secretary

My commission expires:  
September 7, 2023

[NOTARIAL SEAL]



-SIGNATURES CONTINUED ON NEXT PAGE-

**ACCEPTANCE OF DEDICATION BY CITY OF CARTERSVILLE**

**THE CITY OF CARTERSVILLE, GEORGIA, HEREBY ACCEPTS THE DEDICATION TO WHICH IS ACCEPTANCE IS ATTACHED, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

CITY OF CARTERSVILLE, GEORGIA

Attested to by:

By: \_\_\_\_\_  
Calvin Cooley, Mayor Pro Tem

\_\_\_\_\_  
Julia Drake, City Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	115 Woodland Drive
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This is an acceptance of the 115 Woodland Drive contract for sale as part of a Public Works ARPA Project.
<b>LEGAL:</b>	N/A



### Contract for Sale of Realty

Date: 3/22/2023

The undersigned Buyer agrees to buy, and the Seller agrees to sell, all that certain tract or parcel of land in Bartow County Georgia; having an address of:

**115 Woodland Drive, Cartersville, Georgia 30120**

and being further described as follows:

**All that tract or parcel of land lying and being in the City of Cartersville, being in Land Lot 558 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section of Bartow County, Georgia; and being Lot 118 and part of Lot 119 of Terrell Heights, as per plat recorded n Plat Book 38, page 214, Bartow County, Georgia records, which plat is incorporated herein and made a part hereof by reference.**

**Parcel ID # C015-0008-013**

The purchase price of said property shall be \$425,000.00 (Four Hundred Twenty Five Thousand Dollars and no/100s), to be paid as follows:

- Conventional Financing
- Owner Financing (see special stips for details)
- All Cash at Closing

Buyer has deposited with Seller, \$0.00 as earnest money, to be applied as part payment of the purchase price of said property at the consummation of this sale; and if sale, due to Buyer's default, is not consummated, seller may apply the earnest money toward Seller's damages caused by Buyer's default. In the event the sale is not consummated for reasons other than the default of Buyer, said earnest money is to be refunded to Buyer.

Seller agrees to furnish good and marketable title to said property and Buyer shall have a reasonable time in which to examine the same. If Buyer finds any legal defects to title, Seller shall be furnished with a written statement thereof and given a reasonable time in which to correct the same. It is agreed that such papers that may be legally necessary to carry out the terms of this contract shall be executed and delivered by the parties at interest as soon as the validity of the title to said property has been established.

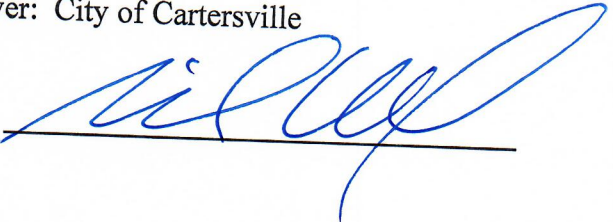
This contract constitutes the sole and entire agreement between parties and no modification hereof shall be binding unless attached hereto and signed by each; and no representations, promises or inducements shall be binding upon either party except as herein stated.

The following special stipulations shall, if conflicting with the printed matter, control:

SPECIAL STIPULATIONS:

1. The closing shall take place at the law office of Leslie Vaughan Simmons (770-382-4702).
2. Closing shall take place on or before June 30, 2023.
3. All buildings, fixtures and items attached to the property shall remain.
4. Property is sold as-is, where-is, and in its current condition.
5. Taxes will be prorated as of the date of closing.

Buyer: City of Cartersville

By: 

The above proposition is hereby accepted, this 22nd day of March, 2023.

  
Seller: Joshua W. Gullick

**ACCEPTANCE BY CITY OF CARTERSVILLE**

I hereby certify that the foregoing Contract for Sale of Realty of 115 Woodland Drive (Public Works ARPA Project) 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 \_\_\_\_.

\_\_\_\_\_  
Calvin Cooley, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Julia Drake, Clerk

**ACCEPTANCE BY CITY OF CARTERSVILLE**

I hereby certify that the foregoing Contract for Sale of Realty of 115 Woodland Drive (Public Works ARPA Project) 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 \_\_\_\_.

\_\_\_\_\_  
Calvin Cooley, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Julia Drake, Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	GMA Customer Service Training
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Georgia Municipal Association (GMA) will provide Customer Service Training to all City employees.
<b>LEGAL:</b>	N/A



**AGREEMENT FOR GEORGIA MUNICIPAL ASSOCIATION, INC. TO PROVIDE  
CONSULTING SERVICES FOR CITY OF CARTERVILLE**

**THIS AGREEMENT FOR CONSULTING SERVICES** (“Agreement”) is made and entered into by and between CITY OF CARTERVILLE, (“CITY”) and Georgia Municipal Association, Inc. ("GMA"), a private, nonprofit organization incorporated in the State of Georgia, located at 201 Pryor Street, S.W., Atlanta, Georgia, and is effective on the date when it is signed by both of them (the “Effective Date”).

**RECITALS**

WHEREAS, CITY has requested that GMA provide the services described in **Exhibit A**; and

WHEREAS, GMA and CITY (the "Parties") wish to enter into an Agreement pursuant to which GMA will provide the services described in **Exhibit A** ("Services") to CITY for the compensation set forth in **Exhibit A**.

WHEREAS, GMA may provide such Services directly or indirectly through a subcontracting arrangement;

THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMA and CITY (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows:

**1. Definitions**

“Confidential Information.” Confidential Information means all confidential and proprietary information of either party or any third party disclosed by one party to the other, which in the case of written information is marked “trade secret,” “confidential” or “proprietary”, and which in the case of information disclosed orally, is identified at the time of the disclosure as confidential or proprietary. All oral disclosures of Confidential Information to the other party will be summarized and confirmed as confidential or proprietary by the disclosing party in writing within ten (10) business days of the disclosure.

**2. Services and Compensation**

GMA will perform the services set forth in the attached **Exhibit A** for the compensation set forth in **Exhibit A**. **Exhibit A** is expressly incorporated in this Agreement as if fully restated. CITY shall facilitate GMA's delivery of the Services by providing to GMA any documents and information held by CITY that is necessary for GMA's performance of this agreement. The Services shall not include any legal or tax advice, and CITY shall not regard or treat the Services as containing any legal or tax advice.

### 3. Term

This Agreement shall start on the Effective Date and shall end one year from the effective date. If this Agreement has not been terminated and Services have not been completed or compensation has not been paid at the end of one year from the Effective Date, this Agreement shall automatically renew.

### 4. Ownership and Use of Work Product

CITY shall retain ownership of all data and materials, and the intellectual property rights in that data, provided to GMA by CITY or its representatives. GMA provides similar consulting services for other Eligible Governments, and all of them benefit by GMA's ability to re-use and repurpose its intellectual property when providing such services. Unless otherwise stated in **Exhibit A**, GMA retains ownership of any intellectual property it develops in the performance of consulting services ("Work Product") and grants CITY a permanent, non-exclusive license to use the Work Product for its intended purpose. CITY shall not reference or distribute the Work Product without prior written consent of GMA or as required by law.

### 5. Confidential Information and Sensitive Personally Identifiable Information

Each party must hold the other party's Confidential Information in confidence and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information.

These obligations do not apply to information which was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party, or is or becomes a matter of public knowledge through no fault of the recipient, or is rightfully received by the recipient from a third party without a duty of confidentiality, or is independently developed by the recipient without reliance on the Confidential Information, or is disclosed under operation of law, or is disclosed by the disclosing party to third parties habitually without restriction on subsequent disclosure.

The Parties may use and disclose Confidential Information for the purposes of performing services under this Agreement, exercising rights under this Agreement, and associated recordkeeping.

If GMA must create or obtain sensitive, personally identifiable information such as social security numbers, account numbers or payment method information in order to perform Services, GMA shall protect such information in accordance with applicable law and GMA's applicable information privacy and security policies.

If either Party receives a request for disclosure of the other Party's Confidential Information or sensitive personally identifiable information pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient of the open records request shall inform the other Party immediately and may make only disclosures required by law.

### 6. Hold Harmless

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this Agreement. To the extent permitted by law, CITY holds harmless GMA for liability for the negligence or willful misconduct of CITY, its officers, agents, employees or subcontractors arising out of this

Agreement. GMA holds harmless CITY for the negligence or willful misconduct of officers, agents, employees or subcontractors arising out of this Agreement.

CITY acknowledges that visiting GMA/LGRMS Workers have no obligation to enforce CITY's safety policy or remind attendees of CITY's safety policy during the meeting.

GMA affirms that the GMA/LGRMS Worker will comply with CITY 's safety guidelines during the visit.

**7. Limitation of Liability**

Notwithstanding anything to the contrary in this Agreement, the Parties agree to the following limitation of liability. CITY agrees that the aggregate limit of liability of GMA for any claims or damages arising from the Services provided under this Agreement shall be an amount equal to the fees paid to GMA pursuant to this Agreement. In no event shall either party, or its employees, officers, subcontractors or agents, be liable to the other for any incidental, consequential, or special damages for actions or omissions in providing services or otherwise complying with this Agreement.

**8. Independent Contractor Relationship**

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the Parties. Neither Party is an agent of the other Party for any purpose except as expressly stated in **Exhibit A**.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party. Notwithstanding the foregoing, GMA may serve as an agent of CITY to the extent set forth in **Exhibit A**.

**9. Excused Performance**

Neither GMA nor CITY shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which GMA is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by CITY, provided however, that GMA notifies CITY in writing within ten (10) business days of discovering such delays.

**10. Termination**

- a) Termination by GMA.

Termination for Cause. GMA shall have the right to terminate this Agreement: if CITY fails to make any payment of undisputed amounts or commits any other material breach of this Agreement and fails to cure such breach within 30 days after receiving written notice of the failure or other material breach and GMA's intention to terminate the Agreement unless cured.

Termination for Convenience. GMA may terminate this Agreement for convenience as follows:

GMA may terminate this Agreement with 120 days written notice to CITY.

b) Termination by CITY.

Termination for Cause. CITY shall have the right to terminate this Agreement if GMA commits any material breach of this Agreement and fails to cure such breach within 30 days after receiving written notice of the material breach and CITY 's intention to terminate the Agreement unless cured.

Termination for Convenience. CITY may terminate this Agreement for convenience as follows:

CITY may terminate this Agreement with 120 days written notice to GMA.

c) Effect of Termination.

Upon termination of this agreement, GMA shall be entitled to payment for services rendered to CITY pursuant to this Agreement through the effective date of the termination.

After submission of any documentation to CITY's as required by the agreement, GMA shall be entitled to reimbursement for any expenses incurred on behalf of CITY.

d) Survival. The terms of the following Sections shall survive any termination of this Agreement.

Ownership and Use of Work Product

Confidential Information

Hold Harmless

Limitation of Liability

Miscellaneous (Records Maintenance, Retention and Audit, Notices, Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries)

**11. Miscellaneous**

a) Records Maintenance, Retention and Audit. GMA shall maintain all records pertaining to this Agreement for the later of three (3) years or the date set forth by the GMA Record Retention Policy. GMA's accounting procedures and practices shall conform to generally accepted accounting principles and the costs properly applicable to this Agreement shall be readily ascertainable from the records. Upon the request of GMA after reasonable notice to CITY, CITY shall make available to GMA such records as may be necessary to enable GMA to conduct an audit to assure that the appropriate fees have been paid to GMA.

b) Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempted assignment or delegation without such consent shall be void.

c) Subcontracting.

GMA may subcontract the performance of Services in whole or in part.

d) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the

Parties.

- e) No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- f) Notices. All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email to the address/s supplied below. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

GMA:  
 Georgia Municipal Association, Inc.  
 c/o Mr. Pete Pyrzenski, Member Services Consultant  
 201 Pryor Street, S.W.  
 Atlanta, Georgia 30303  
[ppyrzenski@gacities.com](mailto:ppyrzenski@gacities.com)  
 404-967-5514

CITY:  
 City of Cartersville  
 c/o Mr. Dan Porta, City Manager  
 City of Cartersville  
 P.O. Box 1390  
 1 N. Erwin St.  
 Cartersville, GA 30120  
[dporta@cartersville.org](mailto:dporta@cartersville.org)  
 770-387-5616

- g) Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- h) Governing Law. This Agreement will be governed in all respects by the laws



of the state of Georgia, without regard to any conflict of laws principle, common law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be in the Superior Court of Fulton County.

i) Dispute Resolution.

i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.

ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of the State of Georgia.

j) No Third Party Beneficiaries. This Agreement is between GMA and CITY alone and neither intends there to be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services to CITY, GMA is not assuming any duty or obligation to any of CITY's residents, employees, vendors, clients, subcontractors or agents.

**[Signatures on Page to Follow]**

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

Georgia Municipal Association, Inc. (GMA)

CITY OF CARTERVILLE

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

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

Name: Pam Helton

Name: Julia Drake

Title: Director of Member Services

Title: City Clerk

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

Name: Matt Santini

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED**  
*By Ryan Bowersox at 4:00 pm, Mar 26, 2023*

**City of Cartersville Customer  
Service Training Class**

**Scope of Work:**

GMA Member Services Consultant(s) will conduct onsite Customer Service training classes for the City of Cartersville and its employees.

- Training attendees will be selected and invited by City of Cartersville Human Resources Department.
- Specific dates of training sessions will be agreed upon by GMA and the City of Cartersville. The maximum number of attendees is 40 per session.
- Training sessions will be 3 hours each to be held on dates & times established by City of Cartersville & GMA.
- GMA will provide City of Cartersville with an electronic copy of each presentation.
- Any food or beverages will be provided by the city if it so chooses to do so. The city will have available all AV equipment which includes (1) LCD projector and (1) screen or equivalent; (2) six ft. tables for the use of GMA consultants during the workshop; and classroom style set-up with tables and chairs. The city of Cartersville agrees to provide a list of employees and job titles of those attending within 10 days of the workshop date.
- Each participant will receive a "Certificate of Attendance" at the end of the workshop.

**Cost:** For 10 scheduled classes, total costs will be \$8,500,

plus travel expenses for instructor (s)

**Completion Date:** Agreed upon by GMA & City of Cartersville

**Instructor(s):** GMA Member Service Consultants

**Invoices:** Payment shall be due no later than 30 days from completion of the Training. GMA will send all invoices via email to Anne Trent [atrent@cityofcartersville.org](mailto:atrent@cityofcartersville.org)

**Location and Set-Up:** The Training location and set up will be provided by City of Cartersville. Location must conform to all CDC COVID-19 protocols and guidance, if applicable.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	1 <sup>ST</sup> Amendment to Jackson Farms Development Agreement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Developer of Jackson Farm Subdivision requests an additional six months to complete the road topping work that is part of the original Development Agreement. After discussing this internally with staff, we do not have any concerns with extending the terms of the agreement and recommend approval of the First Amendment to Development Agreement.
<b>LEGAL:</b>	Amendment approved by Archer & Lovell Law office.

**PREPARED BY AND RETURN TO:**

McMICHAEL & GRAY, PC  
2055 N. BROWN RD SUITE 250  
LAWRENCEVILLE GA 30043-4920  
FILE #: CONST-

**CROSS REFERENCE:**

Development Agreement at Deed Book 3426, Page 338, Bartow County, Georgia records.

**FIRST AMENDMENT TO DEVELOPMEN AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “*Amendment*”) is made and effective on the \_\_\_\_ day of \_\_\_\_\_, 2023 (“*Amendment Effective Date*”) by and between THE CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia (“*City*”) and SDH Atlanta LLC, a Georgia limited liability company (“*Developer*”), and JACKSON FARM 106, LLC, a Delaware limited liability company (“*Owner*”). The City and Developer are sometimes referred to collectively as the “*Parties*” or individually as a “*Party*”.

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into that certain Development Agreement with an Effective Date of December 16, 2021 and recorded in Deed Book 3426, Page 338, Bartow County, Georgia records (the “*Agreement*”) for the terms upon which the Developer could develop its proposed project with approved variance conditions and to provide for payment and performance bonds; and

**WHEREAS**, the Parties desire to modify the Agreement as further set forth herein, and Owner as the vested title holder of the Property for which the Developer is improving agrees and consents to this Amendment.

**AMENDMENT:**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are true and correct to the best of their knowledge, information, and belief and that these representations are material terms of this Amendment.
2. All capitalized terms defined in the Agreement shall have the same meaning when used in this Amendment.



3. Section 2.03.4 and Exhibit “B”(4) of the Agreement is amended to provide that Developer shall be granted six (6) additional months from the Amendment Effective Date ending at 11:59 pm, Eastern Time to complete the road topping for all interior roads beginning from STA 0-40 on Silo Drive. Developer will complete the interior roads in phases as follows:

- a. Developer will complete the base, binder, and topping of Phase 2, Unit 1 as reflected on Exhibit 1 prior to the approval of the final plat of Phase 2, Unit 1 by the City.
- b. Additionally, Developer will complete the road topping for Phase 1, Unit 1 as reflected on Exhibit 2 and Phase 1, Unit 2 as reflected on Exhibit 3 prior to the approval of the final plat of Phase 2, Unit 1 by the City.

4. Section 2.03.8 is added to the Agreement and provides that “as to any future or additional phases not otherwise addressed herein, the Developer shall complete the base, binder, and topping of the roads prior to the final platting of any new phase.”

5. Section 2.03.5 and Exhibit “B”(5) of the Agreement is amended to provide that “the Developer shall within 3 months from the date this Amendment is approved by both Parties shall submit plan revisions for the sidewalks along the frontage of Mission Road and said sidewalks shall be completed within ninety (90) days after the City’s approval of said submission and the City’s gas line and gas main relocation.”

6. Section 2.03.7 and Exhibit “B”(7) of the Agreement is amended to provide that, “notwithstanding the foregoing or any other term contained herein, the Parties agree that all variances granted pursuant to the Agreement shall be extended, renewed, and remain in full force and effect for six (6) additional months from the Amendment Effective Date until 11:59 pm, Eastern time or the time otherwise provided for in the Agreement, whichever is **later**.”

7. Section 2.03.2(f) and Exhibit “B”(2) of the Agreement is amended to include the following: “notwithstanding the foregoing or any other term contained herein, the Parties agree that all payment and performance bonds under the Agreement shall be extended, renewed, and remain in full force and effect for six (6) additional months from the Amendment Effective Date until 11:59 pm, Eastern time or the time otherwise provided for in the Agreement, whichever is **later**.”

8. Section 3.01 of the Agreement is amended to include the following, “notwithstanding the foregoing or any other term contained herein, the City agrees that all permits issued pursuant to the Agreement shall be extended, renewed, and remain in full force and effect for six (6) additional months from the Amendment Effective Date until 11:59 pm, Eastern time or the time otherwise provided for in the Agreement, whichever is **later**.”

9. Section 4.08 of the Agreement is amended to change the address for Notices for Developer as follows:

SDH Atlanta LLC  
Attn: Scott Bowles  
110 Village Trail  
Suite 215  
Woodstock, GA 30188  
[sbowles@smithdouglas.com](mailto:sbowles@smithdouglas.com)  
[bsteale@smithdouglas.com](mailto:bsteale@smithdouglas.com)

With a copy to:

McMichael & Gray, P.C.  
Attn: Randy McMichael  
Attn: Nathan Byerly  
2055 North Brown Rd NW  
Suite 250  
Lawrenceville, GA 30043  
[randy@mcmichaelandgray.com](mailto:randy@mcmichaelandgray.com)  
[nathan@mcmichaelandgray.com](mailto:nathan@mcmichaelandgray.com)

10. Section 4.13 is hereby added to the Agreement and provides as follows: “the date for Developer’s performance obligations under the Agreement shall be automatically extended pro rata for the time Developer and/or its agents, contractors, subcontractors, employees, materialmen, or suppliers are prevented by causes beyond Developer’s control from performing. Such causes beyond Developer’s control include by way of illustration but are not limited to: (i) the unavailability of materials or supplies, (ii) fire, (iii) inclement weather, (iv) acts of God, (v) civil unrest, strikes, riots, lockouts or other labor disputes, (vi) differing or unexpected site conditions, (vii) casualties, (viii) changes in government regulations, (ix) increases in cost of materials or labor, (x) acts or delays of the City, governmental, administrative, or licensing agencies or authorities or their employees, (xi) government moratoria, (xii) declarations of war or national emergencies, or (xiii) delays occasioned by an epidemic, pandemic, or public health emergency (including but not limited to the Corona Virus, Covid-19, flu, disease, infection, contagion, bacteria, and all variations, strains, and mutations of the same). Provided however that Developer shall give City notice of these delays.”

11. This Amendment has been negotiated by the Parties and represents their mutual agreement; moreover, both Parties are sophisticated and have had the right to consult independent counsel of their choosing to advise them of the terms of this Amendment. Accordingly, no rule requiring contracts or terms be construed against the drafter shall apply to the terms of this Amendment.

12. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument.

13. Except as amended herein, all terms and provisions of the Agreement, shall remain unmodified and in full force and effect. To the extent of any inconsistency between the Agreement and this Amendment, this Amendment shall control and prevail.

*Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the Amendment Effective Date.

Signed, sealed, and delivered in the presence of:

CITY:

THE CITY OF CARTERSVILLE, of the County of Bartow, a political subdivision of the State of Georgia

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (SEAL)  
Matthew Santini in his capacity as Mayor of the City of Cartersville, Georgia

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (SEAL)  
By: Julia Drake in her capacity as the Clerk of the City of Cartersville, Georgia

My commission expires:

[NOTARY SEAL]

[AFFIX CITY'S SEAL]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the Amendment Effective Date.

Signed, sealed, and delivered in the presence of:

DEVELOPER:

SDH Atlanta LLC  
a Georgia limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (SEAL)

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:

[NOTARY SEAL]

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARTERSVILLE, GEORGIA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA (“CITY”) AND SDH ATLANTA LLC, A GEORGIA LIMITED LIABILITY COMPANY (“DEVELOPER”), AND JACKSON FARM 106, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“OWNER”) FOR JACKSON FARM SUBDIVISION IS CONSENTED TO AND APPROVED BY OWNER, THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the Owner has caused this Amendment to be executed on the date listed above.

Signed, sealed, and delivered in the presence of:

OWNER:

JACKSON FARM 106, LLC  
a Delaware limited liability company

\_\_\_\_\_  
Unofficial Witness

By: Builder Capitol, LLC  
a Delaware limited liability company  
Its: Manager

\_\_\_\_\_  
Notary Public

By: Arizona Crows Next Ventures, LLC  
an Arizona limited liability company  
Its: Manager

My commission expires:

[NOTARY SEAL]

By: \_\_\_\_\_ (SEAL)  
Name: William Southworth  
Its: Sole Member





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Resolutions
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Deannexation of Water Dept Tracts
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This resolution will authorize and approve the deannexation of the Water Department properties from Emerson.
<b>LEGAL:</b>	N/A

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE AUTHORIZING THE DEANNEXATION OF PROPERTY OWNED BY THE CITY OF CARTERSVILLE FROM THE CITY OF EMERSON; AND AUTHORIZING THE ANNEXATION OF SAID PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CARTERSVILLE**

**WHEREAS**, the City of Cartersville owns seven properties currently being identified and designated by the Bartow County Tax Assessor’s Office as the following Bartow County Tax Parcels:

- E009-0005-001 – containing approximately 11.1 acres off of Allatoona Dam Road;
- E009-0005-003 – containing of approximately 1.23 acres off of Allatoona Dam Road;
- E009-0003-007 – containing of approximately 2.0 acres off Allatoona Dam Road;
- E009-0003-004 – containing of approximately 0.33 acres off of Allatoona Dam Road;
- 0093-0545-002 - containing approximately 6.85 acres at 237 Allatoona Dam Road;
- 0093-0545-001 – containing approximately 137.88 acres at 480 Joe Frank Harris Parkway;
- 0093-0608-005 – containing approximately 1.18 acres off of Old Allatoona Dam Road; and

**WHEREAS**, the City of Cartersville has existing facilities or plans to have facilities on these properties; and

**WHEREAS**, when practicable, the City of Cartersville desires that the properties it owns be in the City limits of the City of Cartersville, so that its facilities are built to the City of Cartersville’s specifications and in order to provide emergency services to said properties, including police and fire; and

**WHEREAS**, the Mayor and City Council hereby direct the City Attorney’s Office to file the necessary paperwork and take the necessary steps to deannex the tracts in Emerson, and then annex all tracts into the City of Cartersville, including but not limited to requesting a resolution approving the deannexation from Emerson, and a request to Bartow County to approve a resolution of non-objection to the deannexation from Emerson, and then annexation into the City of Cartersville.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, THAT THE CITY ATTORNEY’S OFFICE AND MAYOR AND CITY CLERK ARE HEREBY AUTHORIZED TO TAKE THE NECESSARY STEPS TO DO THE FOLLOWING:**

1. File a Request for a Resolution of non-objection to Bartow County, for the deannexation of the following properties from the City of Emerson:
  - a. E009-0005-001 – containing approximately 11.1 acres off of Allatoona Dam Road;
  - b. E009-0005-003 – containing of approximately 1.23 acres off of Allatoona Dam Road;
  - c. E009-0003-007 – containing of approximately 2.0 acres off of Allatoona Dam Road; and
  - d. E009-0003-004 – containing of approximately 0.33 acres off of Allatoona Dam Road.
  
2. If the above is approved, to file a deannexation request from the City of Emerson for the following properties:
  - a. E009-0005-001 – containing approximately 11.1 acres off of Allatoona Dam Road;
  - b. E009-0005-003 – containing of approximately 1.23 acres off of Allatoona Dam Road;
  - c. E009-0003-007 – containing of approximately 2.0 acres off of Allatoona Dam Road; and
  - d. E009-0003-004 – containing of approximately 0.33 acres off of Allatoona Dam Road.

And to authorize the City of Cartersville, Mayor Pro Tem, to sign the deannexation applications.

3. If the deannexation is approved, to file for annexation into the City of Cartersville for the following properties:
  - a. E009-0005-001 – containing approximately 11.1 acres off of Allatoona Dam Road;
  - b. E009-0005-003 – containing of approximately 1.23 acres off of Allatoona Dam Road;
  - c. E009-0003-007 – containing of approximately 2.0 acres off of Allatoona Dam Road;
  - d. E009-0003-004 – containing of approximately 0.33 acres off of Allatoona Dam Road;
  - e. 0093-0545-002 - containing approximately 6.85 acres at 237 Allatoona Dam Road;

- f. 0093-0545-001 – containing approximately 137.88 acres at 480 Joe Frank Harris Parkway;
- g. 0093-0608-005 – containing approximately 1.18 acres off of Old Allatoona Dam Road; and

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this \_\_\_\_ day of \_\_\_\_\_, 2023.**

ATTEST:

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

/s/ \_\_\_\_\_  
Calvin Cooley, Mayor Pro Tem  
City of Cartersville, Georgia



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	West Avenue Sewer Replacement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>A section of sanitary sewer in West Avenue between Erwin Street and the railroad, consisting of approximately 142 feet of 8-inch clay pipe is in poor condition and is a source of stormwater inflow to the sanitary sewer.</p> <p>The Water Department solicited bids from contractors to replace this section of sewer and four bids were received and opened. We recommend awarding this work to the low bidder, C.H. Kirkpatrick &amp; Sons for their bid of \$131,872.42.</p> <p>This is not a budgeted expense, but funds are available from sewer revenue, which will be paid through account #505.3320.52.2341.</p>
<b>LEGAL:</b>	N/A





**WEST AVENUE SEWER MAIN REPLACEMENT  
BID TABULATION**

The Cartersville Water Department completed its bid process for the replacement of 150 LF of existing 8 inch VCP sewer pipe with new 8 inch PVC sewer pipe. The bids were collected and opened on 3-2-23 with the following results:

CONTRACTOR	BID AMOUNT	ALL INFORMATION PROVIDED
1. Kirkpatrick and Sons	\$131,872.42	Yes
2. S.H. Creel	\$149,888.56	Yes
3. Complete Site	\$220,750.00	Yes
4. K.M. Davis	\$248,240.00	Yes

All four bidders provided all the information needed for the bid. The winning bidder/contractor that the Cartersville Water Department is recommending to construct the project is Kirkpatrick and Sons.

Brent Beck  
Project Manager  
Cartersville Water Department  
678-472-0575

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



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

February 6, 2023

City of Cartersville

**PROJECT: WEST AVENUE SEWER LINE REPLACEMENT**

ITEM DESCRIPTION	QUAN.	U/M	UNIT PRICE	TOTAL
MOBILIZATION	1	EA	\$ 4,000.00	\$ 4,000.00
TRAFFIC CONTROL (PER DAY)	10	EA	\$ 1,500.00	\$ 15,000.00
LOCATE UTILITES	1	EA	\$ 4,500.00	\$ 4,500.00
TIE TO EXISTING MANHOLES	2	EA	\$ 4,500.00	\$ 9,000.00
8" SDR26 PVC WITH WIRE	143	LF	\$ 81.20	\$ 11,611.60
CUT & PLUG EXISTING	2	EA	\$ 1,874.01	\$ 3,748.02
SAWCUT PAVEMENT	325	LF	\$ 10.00	\$ 3,250.00
CONCRETE 3000 PSI	25	CY	\$ 415.00	\$ 10,375.00
MILLING STREET 1.25" 600 SY	1	LS	\$ 18,920.01	\$ 18,920.01
APSHALT STREET OVERLAY 1.25" 600 SY	600	LS	\$ 41.61	\$ 24,966.00
HAUL OFF EXCESS DIRT	11	EA	\$ 250.00	\$ 2,750.00
BEDDING STONE	80	TN	\$ 53.85	\$ 4,308.00
TESTING	1	LS	\$ 1,509.00	\$ 1,509.00
ROAD PLATES	1	LS	\$ 1,500.00	\$ 1,500.00
8" BOOTS	2	EA	\$ 258.43	\$ 516.86
6" SEWER LATERAL(8" X 6" TWYE W/ MAX 10' 6" SDR26)	1	EA	\$ 3,359.93	\$ 3,359.93
STRIPPING	1	LS	\$ 3,450.00	\$ 3,450.00
GAB	207	TN	\$ 44.00	\$ 9,108.00
<b>TOTAL</b>				<b>\$ 131,872.42</b>

Rock Clause if encountered:

- A. 210 Excavator w/ 4000 lb. hammer, \$400.00 per hour with 8 hr. minimum charge.
- B. Shot rock \$125.00 per c.y. with \$7500.00 minimum charge, minimum pay width 5' wide
- C. Rip Rock \$15.00 per c.y.

Payment net 30 days, 1 1/2% interest per month charged on past due accounts

Attorney's fees will be added if necessary for collection.

Sincerely,  
  
 Tim Kirkpatrick

S.H. Creel Contracting  
756 WHITE BLOSSOM CT  
POWDER SPRINGS, GA 30127-6416  
screel@shcreel.com



### Estimate

#### Address

City of Cartersville  
Water Department  
148 Walnut Grove Road  
Cartersville, GA

**ESTIMATE #** West Ave Sewer  
Replacement Project  
**DATE** 3/2/2023

DESCRIPTION	AMOUNT
<p><b>West Avenue Sewer Replacement</b> Work Includes:</p> <p>Sewer Replacement of 150 LF of Existing 8" VCP with 8" PVC Abandon Existing Sewer in place, plugged both ends Reuse Existing Manholes, provide new boots</p> <p>Asphalt Demo/Replacement - remove &amp; replace asphalt from edge of pavement to edge of pavement from EX MH 1 to EX MH 2</p> <p>Asphalt Striping - required at Asphalt Replacement Area per Cartersville Public Works regulations</p> <p>All required Traffic Control GAB trench backfill - 95% Compaction Required Potholing</p>	<p><b>\$ 149,888.56</b></p>
<b>TOTAL \$</b>	<b>149,888.56</b>



**Complete Site LLC**

3049 Marietta Highway Canton, GA 30114

President Jason Moody

Phone number 404-849-1343

Email jasonm.completesite@gmail.com

Assistant Williams Perez

Phone Number 762-241-0346

Email assist.completesite@gmail.com

March 2, 2023

Jason Moody  
Complete Site

West Avenue Sewer Replacement.

We offer our proposal on the above referenced project as follows:

Traffic Control
Open Cut
Road Plates
Outside Drop
Paving
Bedding
Sewer pipe and ACC
Geotech for compaction
Sawcut as needed
Striping
New Boots
Plugs as needed

**Lump Sum Price: 220,750.00**

# Bid

Made To: City of Cartersville Water Department

Project Name: West Avenue Sewer Replacement Project

Contractor's Name: K.M. Davis Contracting Co., Inc.

## Bid Schedule

<u>Item No.</u>	<u>Description</u>	<u>Units</u>
1.	Mobilization	1 LS
2.	8 Inch PVC	150 LF
3.	Manhole 1 (Boots)	1 EA
4.	Manhole 2 (Boots)	1 EA
5.	Concrete Trench Cap	160 SY
6.	Pavement Striping	200 LF
7.	Asphalt Overlay	600 SY
8.	Bypass Pumping	1 LS
9.	GAB Trench Backfill	378 Tons
10.	Erosion Control	1 LS

**TOTAL BID PRICE      \$248,240.00**



**GAS NOTES:**

1. PRIOR TO ANY WORK BEING DONE, POT HOLE DOWN ON EXISTING GAS SERVICE TO DETERMINE DEPTH. IF IN CONFLICT WORK IS NOT TO BEGIN UNTIL CONFLICT CAN BE RESOLVED.
2. THERE SHALL BE 24" OF VERTICAL SEPARATION BETWEEN EXISTING GAS FACILITY AND PROPOSED SEWER LINE IF POSSIBLE.
3. WHEN BACKFILLING AROUND EXISTING GAS LINE, USE SOIL FREE OF ANY ROCKS, GRAVEL OR ABRASIVE MATERIAL NOT SUITABLE FOR GAS LINE BACKFILL. BACKFILL 1 FT AROUND GAS LINE THE LENGTH OF THE OPEN TRENCH.
4. WHEN EXISTING GAS LINE IS EXPOSED, CONTACT JASON HUBBARD AT 678-300-7615 SO THAT IT CAN BE INSPECTED PRIOR TO BACKFILL.

**SEWER NOTES:**

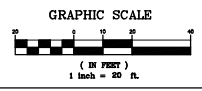
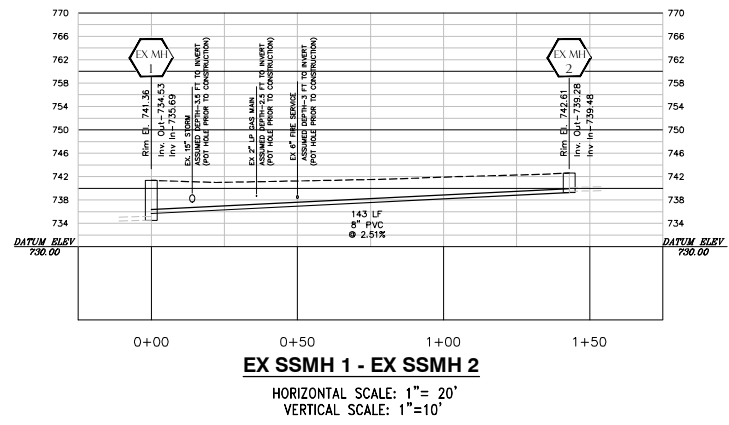
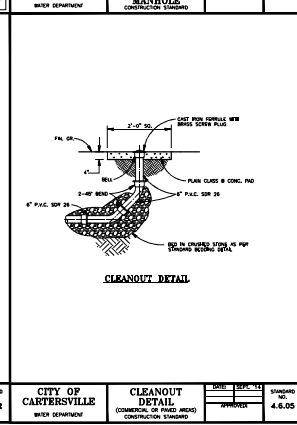
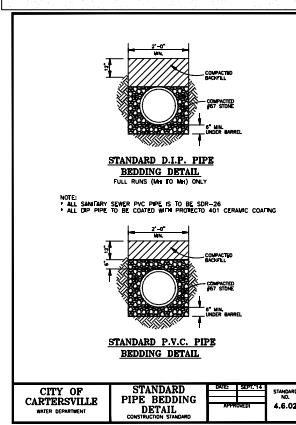
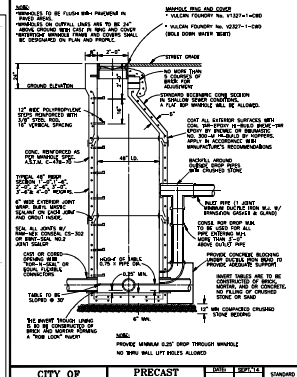
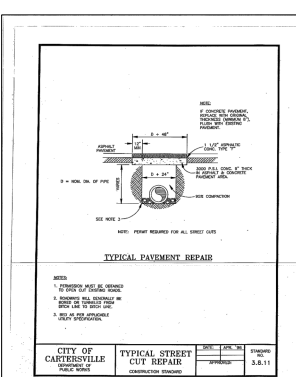
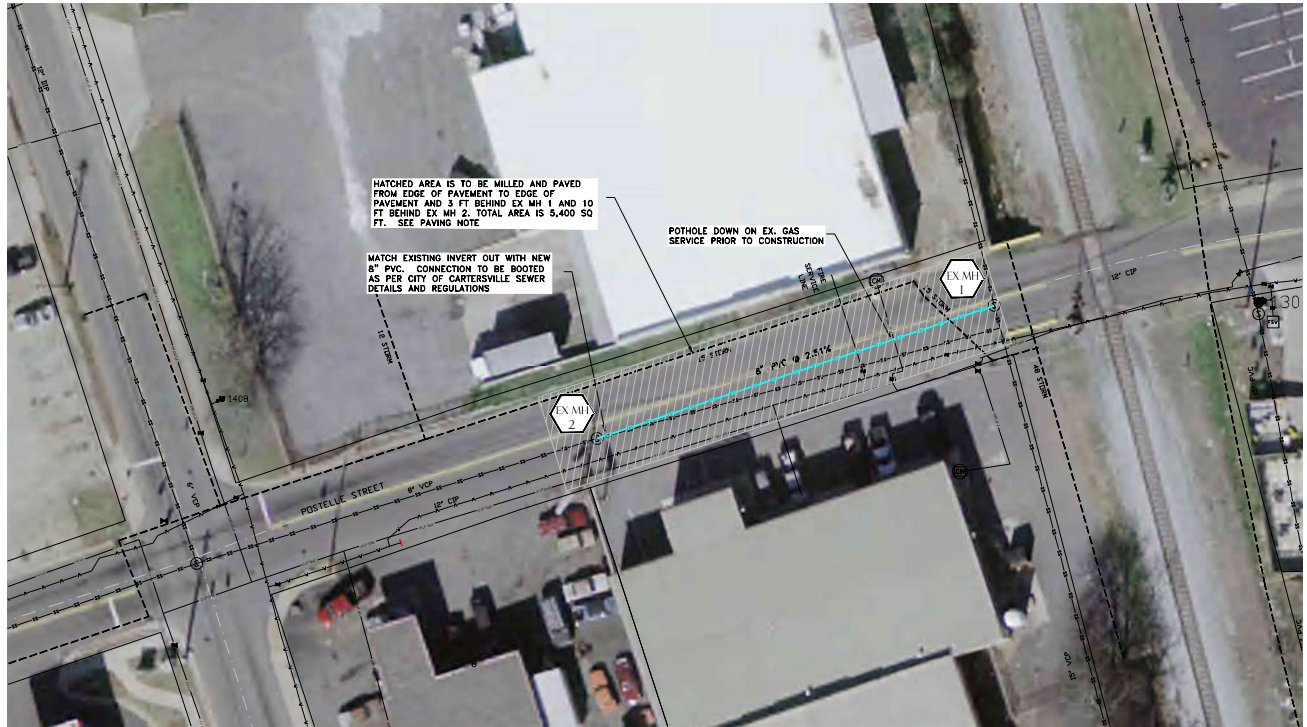
1. EXISTING 8" VCP SANITARY SEWER IS TO BE REPLACED BY 8" PVC PIPE IN NEW TRENCH AND AT THE SLOPE OF 2.51%.
2. RECONNECT ALL EXISTING SANITARY SEWER SERVICES.
3. RECONNECT SEWER AT TEN END OF EACH DAY AS NEEDED AND PLATE ROADWAY.
4. EXISTING SANITARY SEWER IS TO BE ABANDONED IN PLACE. PLUG EACH END DURING CONSTRUCTION.

**PROJECT NOTES:**

1. TRAFFIC CONTROL - KEEP ONE LANE OF TRAFFIC OPEN IF POSSIBLE. IF ROAD IS CLOSED, IT CAN ONLY BE CLOSED BETWEEN THE HOURS OF 9:00 AM-4:00 PM. FOR ALL ROAD CLOSURE QUESTIONS CALL WADE WILSON, 770-383-1432.
2. AT THE END OF EACH DAY, TRENCH IS TO BE BACKFILLED AND PLATED OR MADE SAFE IN ACCORDANCE TO THE PUBLIC WORKS REGULATIONS.

**PAVING NOTES:**

1. PAVING WILL BE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT AND 160 LF. AREA TO BE PAVED IS 5,400 SQ FT. AREA IS TO BE MILLED AND PAVED AT 1.25".



**WEST AVENUE SEWER LINE REPLACEMENT**

City of Cartersville

DESIGNED BY	DATE	SHEET	PROJECT
11-122			WEST AVENUE SEWER LINE REPLACEMENT



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Road Tractor & Dump Trailer
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The oldest of the two-day cab tractor-trailers used by the Water Pollution Control Plant to transport biosolids to land application sites is a 1998 Kenworth and 1998 East dump trailer. Both the tractor and trailer need to be replaced, as maintenance has become more frequent and expensive for each.</p> <p>The Water Department and Garage solicited and received two bids for replacement vehicles. We recommend approval of the best bid from Peterbilt of Atlanta for the 2024 Peterbilt 567-day cab tractor and MAC 28-foot dump trailer for a total price of \$242,150.00. This is the best bid as it meets or exceeds all bid specifications and the tractor delivery time is 26-30 weeks versus 55 weeks for Nextran. The tractor is the most pressing need for this purchase. The MAC trailer delivery lead time is longer than the East trailer but is \$21,214 less than the East trailer from this vendor.</p> <p>The purchase price will be added to the FY23-24 budget since delivery will not occur until approximately September 2024. Expenses will be charged to account 505.3330.54.2200.</p>
<b>LEGAL:</b>	N/A

Peterbilt of Atlanta  
2395 Old 41 Hwy NW, Kennesaw, GA 30144  
404-808-7868 cell  
jusher@peteatlanta.com  
www.peteatlanta.com



FEBRUARY 21, 2023

**Bill Trott**

City of Cartersville Water Department, 1 North Erwin Street, Cartersville, GA 30120

Dear Bill Trott,

I am pleased to quote you the following Peterbilt Road Tractor and Trailer:

Option 1: 2024 Peterbilt 567 Day Cab with MAC 28FT Aluminum Trailer. Delivery in 40-60 weeks.

TRACTOR 26 WEEKS.  
- TRAILER 40-60 WEEKS.

- \$242,150

Option 2: 2024 Peterbilt 567 Day Cab with East 28FT Aluminum Trailer. Delivery in 26-30 weeks.

- \$263,364

Specs for the truck and trailers are attached for your review.

Warm regards,

**Joel Usher**

VOCATIONAL SALES





**Bulk Dump Bed:**

	YES	NO	Comments
Rear Aluminum Dump	YES		
Twin Cylinder Hoist		NO	
Non Stick Coating Inside Bed	YES		
30 Ton	YES		
Tandem Axles	YES		
ABS	YES		
Mudflaps	YES		
LED Lighting	YES		
Cam Locks	YES		
King Pin	YES		
Motorized Tarp System Cab Controlled	YES		
<b>CAB CONTROLLED DUMP SYSTEM</b>	YES		

Total Chassis Price \$175,480  
 Total Dump Body Price \$ 65,529  
 Anticipated number of weeks until delivery (after approval): 45 - 60 WEEKS ARO

List additional options or other pertinent information.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Bid Submitted By: Vendor PETERBILT OF ATLANTA  
 Contact Person JOEL USHER  
 Telephone Number 404-808-7868



BIDDERS DECLARATION

The bidder understands, agrees and warrants:

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

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

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

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **February 24, 2023 @ 10:00am** but may not be withdrawn after such date and time.

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

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

If a partnership, a general partner must sign.

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

BIDDER:

PETERBILT OF ATLANTA, LLC



Name Title

JOEL USHER, VOCATIONAL SALES

Name Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

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

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

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

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

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

PETERBILT OF ATLANTA

Bidder



Signature

VOCATIONAL SALES

Title

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF GEORGIA

COUNTY OF COBB

Owner, Partner or Officer of Firm

Company Name, Address, City and State PETERBILT OF ATLANTA  
2395 OLD 41 HWY NW  
KENNESAW, GA 30144

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

PETERBILT OF ATLANTA

Firm Name



Signature

VOCATIONAL SALES

Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

**City of Cartersville**  
 Water Department  
 Contact: Sidney Forsyth 770-607-6232

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

**BULK HAUL ROAD TRACTOR**

Model Year: Current                      Quantity: 1  
 Specify Year: 2025

**Vendor Information:**

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

**Supporting Data:**

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

**Meets or Exceeds Specifications**

**BULK HAUL ROAD TRACTOR**

**ENGINE**

cummins X15 14.9 liter  
 450-600 HP  
 1450-2050 lb-ft of torque  
 Engine Brake

**TRANSMISSION**

Eaton Fuller 13 Speed Manual  
 PTO

**ELECTRICAL**

Multiplex w/central power distribution  
 12 volt lighting system  
 Circuits Numbered and Color Coded  
 Key Start and Shutdown

**STARTING AND CHARGING**

160 amp Alternator  
 12 Volt Starter  
 3 Dual Purpose Batteries

YES	NO	Comments
	✓	MACK NP-8
✓		505 HP
✓		1850 LB FT
✓		
✓		
✓		
✓		
✓		
✓		



**Bulk Dump Bed:**

	YES	NO	Comments
Rear Aluminum Dump	✓		
Twin Cylinder Hoist		✓	Single
Non Stick Coating Inside Bed	✓		
30 Ton			SEE ATTACHED TRAILER SPECS
Tandem Axles	✓		
ABS	✓		
Mudflaps	✓		
LED Lighting	✓		
Cam Locks	✓		
King Pin	✓		
Motorized Tarp System Cab Controlled	✓		
<b>CAB CONTROLLED DUMP SYSTEM</b>	✓		

Total Chassis Price \$ 160,318.<sup>00</sup>      \$ 225,791 TONR  
 Total Dump Body Price \$ 65,473.<sup>00</sup>  
 Anticipated number of weeks until delivery (after approval): 55

List additional options or other pertinent information.  
 \_\_\_\_\_  
 \_\_\_\_\_

Bid Submitted By: Vendor  
 Contact Person PAUL DEMPSEY  
 Telephone Number 678-409-6231



BIDDERS DECLARATION

The bidder understands, agrees and warrants:

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

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

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

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **February 24, 2023 @ 10:00am** but may not be withdrawn after such date and time.

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

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

If a partnership, a general partner must sign.

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

BIDDER:

PAUL DEMPSEY NEXTRAN TRUCK CENTERS

Name Title

ACCOUNT MANAGER

Name Title

AFFIX CORPORATE SEAL (If Applicable)

### CERTIFICATE OF NON-DISCRIMINATION

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

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

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

PAUL DEMBSEY

Bidder

[Signature]

Signature

ACCOUNT MANAGER

Title

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

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

NEXTRAN TRUCK CENTERS

Firm Name

JDA

Signature

SALES ACCOUNT MANAGER

Title

Subscribed and sworn to before me this 16 day of February 2023.

Kimberly Marie Frelander

Notary Public



### CITY OF CARTERSVILLE DRUG-FREE WORKPLACE CERTIFICATE

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

The Bidder further certifies that:

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

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

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

NEXTRAN TRUCK CENTER

Bidder

JDM

Authorized Signature

PAUL DEMPSEY

Printed Name

ACCOUNT MANAGER

Title

2-16-2023

Date



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	FiberCom
<b>AGENDA ITEM TITLE:</b>	Fiber Optic Conduit
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This item is the purchase of 15,000 feet of 1 1/4" conduit for stock. This is a budgeted item but will be funded by the 2020 SPLOST. The total amount is \$10,800.00 from Utilicom Supply Associates and it is recommended for your approval.
<b>LEGAL:</b>	N/A



4400 Shackleford Road  
 Norcross GA 30093  
 P: 404-298-7700 F: 404-298-8810

Meeting: April 6, 2023 Item 19.		
COPY		
Order	Date	Page
40910	03/20/23	Page 1 of 1
Valid Until		
04/20/23		

**Bill To:**

City of Cartersville  
 PO Box 1390  
 Cartersville GA 30120  
 USA

**Ship To:**

City of Cartersville- Big Materials  
 4 Cook St  
 Cartersville GA 30120

Customer ID	Purchase Order Number	Inside Sales	Salesperson		
C000830		Andy Nelson	Greg Duke		
Due Date	Ship Via	Terms	Currency		
04/20/23		Credit Card on File, run b4 del	US Dollars		
QUANTITY ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	U/M	AMOUNT
15,000	HDPE1251352W7.5EMPSP	1 1/4", SDR13.5, 2way, Smooth/Smooth, Empty, 3,750' Or & 3,750' White,7500' Reel (SPAGHETTI WRAPPED)	0.7200	ea	10,800.00
<i>Unless otherwise specified, this quote is valid for a period of 30 days. This document contains privileged and confidential information and may not be disclosed to any third party without the express written consent of Utilicom Supply Associates, LLC.</i>					
Merchandise	Discount	Freight	Tax	Applied	Total Due
\$10,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800.00

All returns subject to 15% restocking fee.





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Fire
<b>AGENDA ITEM TITLE:</b>	Fire Fighter Uniforms
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Respectfully request approval to purchase uniforms for FY 22/23. This is being done with a single source provider since this vendor has all Cartersville patches, specifications and required embroidery in stock. There are no local vendors who can supply this specialized order. The vendor is T & T Uniforms of Smyrna. The total of the 4 invoices will be \$31,362.40. This is a budgeted purchase. We thank you in advance for your positive consideration.
<b>LEGAL:</b>	N/A



**T&T Uniforms**  
 2279 S Cobb Dr SE  
 Smyrna, GA 30080 US  
 brandon@ttuniforms.com

# Invoice 165088

<b>BILL TO</b> CHIEF SCOTT CARTER CARTERSVILLE FIRE DEPT. Scott Carter P.O. BOX 1390 CARTERSVILLE, GA 30120	<b>SHIP TO</b> Cartersville Fire Department SCOTT CARTER PO BOX 1390 CARTERSVILLE, GA 30120 US	<b>DATE</b> 03/23/2023	<b>PLEASE PAY</b> \$2,328.40	<b>DUE DATE</b> 04/22/2023
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**PURCHASE ORDER  
ADMIN**

DESCRIPTION	QTY	RATE	AMOUNT
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Landon Ratcliff (Order #10080974)	3	134.00	402.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 31, LENGTH: 30) - Herod Moore (Order #10080994)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 40) - Herod Moore (Order #10080994)	2	134.00	268.00T
#Z3310N TexTrop2 100% Poly Short Sleeve Shirt with Hidden Zipper - Mens (SIZE: 17.5) - Chris Edge (Order #10081000)	1	36.00	36.00T
#E314RN ADMIN - 4-Pocket Pants - Mens (SIZE: 36) - Chris Edge (Order #10081000)	1	42.00	42.00T
#Z3310N TexTrop2 100% Poly Short Sleeve Shirt with Hidden Zipper - Mens (SIZE: 18) - Jason Amerson (Order #10081002)	3	43.50	130.50T
#E314RN ADMIN - 4-Pocket Pants - Mens (SIZE: 44) - Jason Amerson (Order #10081002)	3	49.50	148.50T
#50 Reeves 50 (COLOR: GOLD) - Jason Amerson (Order #10081004)	1	20.00	20.00T
#Z3310N TexTrop2 100% Poly Short Sleeve Shirt with Hidden Zipper - Mens (SIZE: 16) - Mark Hathaway (Order #10081012)	2	36.00	72.00T
#E314RN ADMIN - 4-Pocket Pants - Mens (SIZE: 36) - Mark Hathaway (Order #10081012)	2	42.00	84.00T
#5001B 1 3/4 Garrison Belt Basketweave - Perfect fit (SIZE: 38) - Mark Hathaway (Order #10081012)	1	29.00	29.00T
#5001B 1 3/4 Garrison Belt Basketweave - Perfect fit (SIZE: 56) - Chad Hendrix (Order #10081015)	1	34.40	34.40T
#Z3310N TexTrop2 100% Poly Short Sleeve Shirt with Hidden Zipper - Mens (SIZE: 16.5) - Hagen Champion (Order #10081189)	3	36.00	108.00T
#FSC3NV Short Sleeve Shirt Nomex (WOMEN) (SIZE: SM) - Tracey McFadden (Order #10081369)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 30, LENGTH: 31) - Tracey McFadden (Order #10081369)	2	140.00	280.00T
#E314RN ADMIN - 4-Pocket Pants - Mens (SIZE: 35) - Hagen Champion (Order #10081837)	3	42.00	126.00T

Meeting: April 6, 2023 Item 20.

SUBTOTAL	2,328.40
TAX	0.00
TOTAL	2,328.40

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TOTAL DUE	<b>\$2,328.40</b>
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THANK YOU.



**T&T Uniforms**  
 2279 S Cobb Dr SE  
 Smyrna, GA 30080 US  
 brandon@ttuniforms.com

# Invoice 165090

<b>BILL TO</b> CHIEF SCOTT CARTER CARTERSVILLE FIRE DEPT. Scott Carter P.O. BOX 1390 CARTERSVILLE, GA 30120	<b>SHIP TO</b> Cartersville Fire Department SCOTT CARTER PO BOX 1390 CARTERSVILLE, GA 30120 US	<b>DATE</b> 03/23/2023	<b>PLEASE PAY</b> \$13,246.00	<b>DUE DATE</b> 04/22/2023
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**PURCHASE ORDER**  
A-SHIFT

DESCRIPTION	QTY	RATE	AMOUNT
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 40, LENGTH: 30) - John Paschal (Order #10081168)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 48) - John Paschal (Order #10081168)	1	134.00	134.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 48) - John Paschal (Order #10081168)	1	134.00	134.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 48) - Eric Mewbourne (Order #10081169)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 32) - Eric Mewbourne (Order #10081169)	2	140.00	280.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 34, LENGTH: 32) - Terry Griffith (Order #10081170)	3	140.00	420.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Terry Griffith (Order #10081170)	2	134.00	268.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Terry Griffith (Order #10081170)	1	134.00	134.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Dave Williams (Order #10081173)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 33) - Dave Williams (Order #10081173)	2	140.00	280.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 32) - Mathew Sharp (Order #10081174)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Mathew Sharp (Order #10081174)	2	134.00	268.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Robert Mealer (Order #10081175)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 35, LENGTH: 32) - Robert Mealer (Order #10081175)	2	140.00	280.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 32) - Michael Mitchell (Order #10081176)	2	140.00	280.00T

DESCRIPTION	QTY	RATE	AMOUNT
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 50) - Michael Mitchell (Order #10081176)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 34, LENGTH: 32) - E. HORTON (Order #10081177)	3	140.00	420.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - E. HORTON (Order #10081177)	3	134.00	402.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 40, LENGTH: 32) - Heath Patterson (Order #10081178)	1	140.00	140.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 50) - Heath Patterson (Order #10081178)	1	134.00	134.00T
#CS410 Snag-Proof Tactical Polo With LOGO and Name Emb (SIZE: 2XL , LENGTH: REG, COLOR: CHARCOAL) - Heath Patterson (Order #10081178)	1	47.00	47.00T
#CS410 Snag-Proof Tactical Polo With LOGO and Name Emb (SIZE: 2XL , LENGTH: REG, COLOR: DARK NAVY) - Heath Patterson (Order #10081178)	1	47.00	47.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 35, LENGTH: 33) - DERRICK DODSON (Order #10081179)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - DERRICK DODSON (Order #10081179)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 32) - Ryan Bray (Order #10081180)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - Ryan Bray (Order #10081180)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 34, LENGTH: 32) - Adam Owenby (Order #10081182)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 40) - Adam Owenby (Order #10081182)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 32) - Corey Sutton (Order #10081186)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - Corey Sutton (Order #10081186)	2	134.00	268.00T
#FP50NV Men's Nomex Pants (SLIM CUT) (SIZE: 32, LENGTH: 34) - Kelsey Collum (Order #10081188)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 40) - Kelsey Collum (Order #10081188)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 31) - Rusty Gwin (Order #10081190)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Rusty Gwin (Order #10081190)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 40, LENGTH: 30) - Kyle Hudson (Order #10081192)	3	140.00	420.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 50) - Kyle Hudson (Order #10081192)	3	134.00	402.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 33, LENGTH: 32) - Alex Powell (Order #10081193)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - Alex Powell (Order #10081193)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 32) - A. SAMBOR (Order #10081195)	3	140.00	420.00T

DESCRIPTION	QTY	RATE	AMOUNT
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - A. SAMBOR (Order #10081195)	3	134.00	402.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 35, LENGTH: 30) - Paul Varvel (Order #10081197)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 42) - Paul Varvel (Order #10081197)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 42, LENGTH: 31) - Tyler Brown (Order #10081202)	3	140.00	420.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 50) - Tyler Brown (Order #10081202)	3	134.00	402.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 34) - Dustin Hall (Order #10081203)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Dustin Hall (Order #10081203)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 34, LENGTH: 32) - Ryan McGivern (Order #10081205)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 42) - Ryan McGivern (Order #10081205)	2	134.00	268.00T

SUBTOTAL 13,246.00  
TAX 0.00  
TOTAL 13,246.00

**TOTAL DUE \$13,246.00**

THANK YOU.







**T&T Uniforms**  
 2279 S Cobb Dr SE  
 Smyrna, GA 30080 US  
 brandon@ttuniforms.com

# Invoice 165091

<b>BILL TO</b> CHIEF SCOTT CARTER CARTERSVILLE FIRE DEPT. Scott Carter P.O. BOX 1390 CARTERSVILLE, GA 30120	<b>SHIP TO</b> Cartersville Fire Department SCOTT CARTER PO BOX 1390 CARTERSVILLE, GA 30120 US	<b>DATE</b> 03/23/2023	<b>PLEASE PAY</b> <b>\$7,410.00</b>	<b>DUE DATE</b> 04/22/2023
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**PURCHASE ORDER**  
B-SHIFT

DESCRIPTION	QTY	RATE	AMOUNT
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 35, LENGTH: 36) - Brandon Lee (Order #10081335)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Brandon Lee (Order #10081335)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 34, LENGTH: 34.5) - Stetson Mealer (Order #10081337)	2	140.00	280.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 33, LENGTH: 34) - Axel Agan (Order #10081339)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 38) - Axel Agan (Order #10081339)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 34, LENGTH: 33) - Brad Williams (Order #10081340)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - Brad Williams (Order #10081340)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 42, LENGTH: 36) - Eric Huskins (Order #10081342)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 52) - Eric Huskins (Order #10081342)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 32) - Adam Moore (Order #10081344)	2	140.00	280.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 34) - Kenneth Mills (Order #10081345)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 48) - Kenneth Mills (Order #10081345)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 32) - Jared Robison (Order #10081346)	3	140.00	420.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 50) - Jared Robison (Order #10081346)	3	134.00	402.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 32, LENGTH: 32) - Tim McClung (Order #10081348)	1	140.00	140.00T

DESCRIPTION	QTY	RATE	AMOUNT
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - Tim McClung (Order #10081348)	1	134.00	134.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 33) - Shawn Huskins (Order #10081352)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 42) - Shawn Huskins (Order #10081352)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 32) - Joseph Hill (Order #10081353)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 46) - Joseph Hill (Order #10081353)	2	134.00	268.00T
#FP50NV Men's Nomex Pants (SLIM CUT) (SIZE: 33, LENGTH: 36) - Tony Griffin (Order #10081354)	3	140.00	420.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 42) - Tony Griffin (Order #10081354)	3	134.00	402.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 34) - Matthew Daniell (Order #10081355)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - Matthew Daniell (Order #10081355)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 33) - Matthew Hyde (Order #10082889)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - Matthew Hyde (Order #10082889)	2	134.00	268.00T

	SUBTOTAL	7,410.00
	TAX	0.00
	TOTAL	7,410.00

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	TOTAL DUE	<b>\$7,410.00</b>
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THANK YOU.



T&T Uniforms
2279 S Cobb Dr SE
Smyrna, GA 30080 US
brandon@ttuniforms.com

Invoice 165092

Table with columns: BILL TO, SHIP TO, DATE, PLEASE PAY, DUE DATE. Includes details for Chief Scott Carter and Cartersville Fire Dept.

PURCHASE ORDER
C-SHIFT

Main invoice table with columns: DESCRIPTION, QTY, RATE, AMOUNT. Lists various uniform items like Men's Nomex Pants and Short-Sleeve Shirts for multiple employees.

DESCRIPTION	QTY	RATE	AMOUNT
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 42) - David Noll (Order #10080998)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 42, LENGTH: 32) - D. SANFORD (Order #10081005)	3	140.00	420.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 52) - D. SANFORD (Order #10081005)	3	134.00	402.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 30) - Anthony Dutton (Order #10081010)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 44) - Anthony Dutton (Order #10081010)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 33.5) - Mike Elrod (Order #10081020)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 48) - Mike Elrod (Order #10081020)	2	134.00	268.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 33) - Ronald Ray (Order #10081028)	2	140.00	280.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 38, LENGTH: 30) - Daniel Lanier (Order #10081032)	1	140.00	140.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 48) - Daniel Lanier (Order #10081032)	1	134.00	134.00T
#FP52NV Men's Nomex Pants (FULL CUT) (SIZE: 36, LENGTH: 34) - Wayne Terry (Order #10081033)	2	140.00	280.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 48) - Wayne Terry (Order #10081033)	1	134.00	134.00T
#FSC2NV Short-Sleeve Shirt Nomex (MEN) (SIZE: 48) - Wayne Terry (Order #10081033)	1	134.00	134.00T

SUBTOTAL 8,378.00  
TAX 0.00  
TOTAL 8,378.00

TOTAL DUE **\$8,378.00**

THANK YOU.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Fire Department
<b>AGENDA ITEM TITLE:</b>	Station 2 Gate Motor Replacement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Respectfully request to replace the existing 2002 motor and swing gate operators at Station 2 as they cannot be repaired. We have been quoted a price of \$7,850.00 from Auto Gate Solutions to remove the existing gate operators and replace with two new ones. The new gate operators will have a 5-year manufacturer's warranty on parts and a 1-year warranty of labor and workmanship. This will be paid from regular budget maintenance funds. Your positive consideration is appreciated.
<b>LEGAL:</b>	N/A



**Prepared For**

Cartersville Fire Department

**Auto Gate Solutions**

333 Sewell Road  
Aragon, GA. 30104  
Phone: (678) 858-4269

Estimate # 368  
Date 03/28/2023

**Description**

---

Install  
Remove the old existing gate operators, and replace with two new swing gate operators.

---

<b>Subtotal</b>	\$7,850.00
<b>Total</b>	<b>\$7,850.00</b>

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**Notes:**

The new operators will be installed at the Peoples Valley road location.  
The gate operators will have a 5 year manufactures warranty excluding any damage due to lightning & 1 year labor and workmanship.

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Cartersville Fire Department

# Station 2 Gate Motor and Swing Arm Replacement







## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Electric
<b>AGENDA ITEM TITLE:</b>	Bucket Truck Replacement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Electric Department is requesting authorization to purchase a replacement for Truck #516, which is a 2003 Model, 55' reach Bucket Truck. We recommend approval to purchase a replacement 60' Bucket truck on a Freightliner chassis from Altec for a cost not to exceed \$335,000, with approximately 1/3 of the cost of the truck to be saved annually in reserves, then paid upon the delivery date in 2026. This has been/will be accounted for in the existing and future budgets.
<b>LEGAL:</b>	N/A

March 2, 2022  
 Our 93rd Year

**Ship To:**  
 CITY OF CARTERSVILLE  
 ALTEC GEORGIA SERVICE CENTER  
 287 FIRST STREET  
 FOREST PARK, GA 30297  
 US

**Bill To:**  
 CITY OF CARTERSVILLE  
 PO BOX 1390  
 CARTERSVILLE, GA 30120-0000  
 United States

Attn:  
 Phone:  
 Email:

**Altec Quotation Number:** 1109762 - 1  
**Account Manager:** Tim Luker  
**Technical Sales Rep:** Eric Byron Walker

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Unit</u>			
1.	<p>Altec Model AA60E Articulating Non-Overcenter Aerial Device with a fiberglass upper boom and fiberglass insulator in the lower boom and the Altec ISO-Grip system, an upper control system incorporating high resistance components at the boom tip. Built in accordance to ALTEC's standard specifications and to include the following features:</p> <ul style="list-style-type: none"> <li>A. Ground to Bottom of Platform Height: 60.1 ft at 11.0 ft from centerline of rotation (18.3 m at 3.4 m)</li> <li>B. Working Height: 65.1 ft (19.8 m)</li> <li>C. Maximum reach to edge of platform: 46.8 ft at 30.7 ft platform height (14.3 m at 9.4 m)</li> <li>D. Rotation: Continuous</li> <li>E. Upper Boom Articulation: 0 to 173 degrees. Insulator provides a minimum of 192 in (488 cm) of isolation.</li> <li>F. Lower Boom Articulation: 0 to 120 degrees. Insulator provides a minimum of 24 in (610 mm) of isolation.</li> <li>G. Lower Boom Stow Protection: To help prevent excessive down pressure by boom structures when stowing.</li> <li>H. The Altec ISO-Grip System (U.S. Patent No. 7,416,053) includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. Control Handle is a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary control covers are non-tested blue silicon covers. The control console in non-tested non-metallic control console plate. The boom tip covers are non-tested non metallic and are not dielectrically tested, but they may provide some protection against electrical hazards.</li> <li>I. Lower Controls: A lower control station is located on the curb side of the turntable with the control valves under a protective cover. A selector valve at the lower control station is provided to override the upper controls.</li> <li>J. Platform Leveling System: The platform is leveled by a single leveling chains with</li> </ul>	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<p>fiberglass rods in lower and upper boom, designed to maintain the dielectric integrity of the aerial device. Controls for tilting the platform are located at the platform. The mechanism for tilting the platform includes one dual acting cylinder incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure.</p> <p><b>K.</b> Control Purging System: The hydraulic system contains a continuous automatic purge feature, which provides for oil flow through the control system, to eliminate trapped air. This feature is operational any time the selector at the lower controls is in the upper control position and the pump is operating.</p> <p><b>L.</b> Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays.</p> <p><b>M.</b> Upper Boom Compensation: Hydraulically compensated upper boom controlled through the main control valve pilot system. Booms are compensated from upper controls with the ability to independently control the upper boom. From lower controls the booms can be operated individually without compensation. A non-overcenter system monitors the position of the upper boom and when activated disables both the pilot system and main boom spools.</p> <p><b>N.</b> Unit meets or exceeds ANSI 92.2 standards.</p>		
2.	375 - Automatic stow system	1	
3.	<p>217- Single, two-man platform mounted on curbside, 24 x48 x 42 inches (610 x 1219 x 1067 mm). Platform is rated at 700 pounds (317.5 kg) and rotates 90 degrees to end of boom. Includes two sets of quick disconnect couplings and controls for hydraulic tools. Includes hydraulically articulating and extending material handling jib with winch and rope mounted on opposite side of upper boom.</p> <p>Platform to have two (2) steps on the side for entry.</p> <p><b>A.</b> Material handling jib capacity is in addition to platform capacity. Jib and winch system includes hydraulic tool lines in boom to furnish 8.0 gpm at 2,000 psi (30.3 lpm/13 800 kPa) and includes:</p> <p><b>B.</b> Material handling, hydraulically articulated jib, -30 degree to +90 degree tilt angle (relative to the upper boom). Jib also extends from 43 to 67 inches ( 1092 x 1702 mm) in five pinning positions.</p> <p><b>C.</b> One (1) piece 4.0 inch (101.6 mm) square jib</p> <p><b>D.</b> Hydraulically powered winch rated to 2,000 pounds (907.2 kg) full drum, mounted on the side of the upper boom</p> <p><b>E.</b> 80 feet of 7/16 inch (24.4 m of 11.1 mm) double-braided synthetic rope</p> <p><b>F.</b> Control valves at platform for hydraulic tools, platform rotation, jib tilt, jib extend and winch control</p> <p><b>G.</b> Auxiliary winch line control valve and platform rotation valve at the turntable to allow rescue</p> <p><b>H.</b> Valve at boom tip relieves pressure from quick disconnect couplings in Off position. Open-center or closed-center tools may be operated from tool circuit</p> <p><b>I.</b> Fiberglass covers</p>	1	
4.	259 Polyethylene platform liner for two man platform, 50 kV rating (minimum)	1	
5.	297 Outrigger control valves with tool circuit, contains four spools that control each outrigger and a fifth spool to control tool function. Hydraulic tool circuit includes one set of quick disconnect couplings, installed at tailshelf to supply 8.0 gpm and 2,000 psi to operate either open or closed center tools.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
6.	Electric Over Hydraulic Outrigger Controls	1	
7.	315 Engine start/stop with Secondary Stowage System, 12 VDC electric powered. Includes auxiliary pump and electric motor, powered by the chassis battery. Control is captive air operated from the platform and toggle switch operated from the lower controls. This option allows the operator to completely stow the booms and platform in a situation wherein the engine, PTO or pump fails.	1	
8.	319 - Category C 46 kV and below	1	
9.	470 - Outrigger X-Frame with fold-up shoe - 174 inch max spread	1	
10.	460 - Outrigger X-Frame with flat shoe - 172.8 inch max spread	1	
11.	Powder coat unit Altec White.	1	
12.	380 - Manual, extra Operator's and Maintenance/Parts	1	
<b><u>Unit &amp; Hydraulic Acc.</u></b>			
13.	Scuff Pad 24 x 48 No Step For Use With Platform Liner (U&H Acc)	1	
14.	Platform Cover, 24 x 48, Soft Vinyl	1	
15.	Swivel Hook For Winch Load Line, Material Handling, 1-Ton With Latch, Aerials	1	
16.	AA/AN/E/E-OC Subbase	1	
17.	Insert Center Section Storage Stop at Custom Depth at 6'	1	
18.	Insert Subbase Side Tube Storage Stop for Both Tubes at Custom Depth at 9'	1	
19.	Subbase Storage with Drop Down Door (Paddle Latch) at Rear, 6 Inch High	1	
20.	30 Gallon Reservoir, Triangular, Mounted in Cargo Area, Standard	1	
21.	HVI-22 Hydraulic Oil (Standard)	38	
22.	Standard Pump for PTO	1	
23.	Muncie PTO	1	
24.	Hot Shift PTO (for Automatic Transmission)	1	
25.	Altec PTO/Transmission Functionality with Winch Recovery for Allison Automatic Transmissions: -Once the PTO switch is on and transmission is in first, neutral, or reverse the PTO will engage. -Once the Parking Brake is engaged and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced into neutral. -PTO will disengage when RPM limits are exceeded (chassis speed of approximately 5	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	mph).		
26.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
27.	Braden PD18 Bumper Package, 20,000 LB Planetary Gear Single-Speed Hydraulic Winch With Tool Box and RH Extended Shaft	1	
28.	Winch Cable 250 Ft Of 1/2 In IWRC 6 X 36	1	
29.	Quick Hook 5 TON	1	
30.	Winch Controls, Dual Location (In-Cab And Remote Mounted), Air, Single Axis Control Levers (Non-Meterable), Altec Preferred Dual Location Air Controllers, Guard	1	
31.	Collapsible Reel (CR Reel) (Utility Tool And Body Co. #176-A-78)	1	
32.	Fold-Over Storage Bracket For Collapsible Reel (CR Reel) Typically Mounts On Front Bumper	1	
33.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
34.	Install Tool Circuit With Quick Disconnects Below Rotation (Male Pressure Female Return), No Hose Reel	1	
35.	AA/AN50/55 Series Unit Installation Components	1	
	<b><u>Body</u></b>		
36.	Altec Body	1	
37.	Steel Body	1	
38.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	<ul style="list-style-type: none"> <li>A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.</li> <li>B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.</li> <li>C. Heavy-Gauge Welded Steel Frame Construction.</li> <li>D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.</li> <li>E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.</li> <li>F. Steel Treated For Improved Primer Bond And Rust Resistance.</li> <li>G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.</li> <li>H. B-Line Channel Installed In Compartments</li> </ul>		
39.	Smooth Galvanneal Steel Floor	1	
40.	Aerial Service Line With Step (ASLS)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
41.	Finish Paint Body Altec White	1	
42.	Undercoat Body	1	
43.	Approximate Body Length (Engineering to Determine Final Length) 190"	1	
44.	94" Body Width	1	
45.	46" Body Compartment Height	1	
46.	18" Body Compartment Depth	1	
47.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
48.	5 Inch Drop-In Metal Cargo Retaining Panel At Top Of Side Access Step	1	
49.	Custom Body Compartment Top Surface  Treadplate on street side and curb side compartment tops	1	
50.	Dome Lights (LED) Installed On Horizontal Compartment Tops And On Vertical Compartment Doors, One Per Compartment (Installed At Body Plant)	10	
51.	Stainless Steel Rotary Paddle Latches With Keyed Locks	10	
52.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
53.	Standard Master Body Locking System	10	
54.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
55.	Chains On All Horizontal Doors	1	
56.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel	1	
57.	Hotstick Shelf Extending From Rear Of Third Vertical To Rear Of Body On Streetside	1	
58.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
59.	1st Vertical (SS) - Custom Shelf Option  One (1) Plain Shelf 18" deep to extend out all the way to the door.	1	
60.	1st Vertical (SS) - Full Transverse Compartment Extending Through the Curbside Vertical	1	
61.	1st Vertical (SS) - Transverse Shelf  Two (2) Plain through shelves to extend out all the way to the door.	2	
62.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
63.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
64.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
65.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
66.	4th Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
67.	4th Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
68.	4th Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
69.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers	1	
70.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	3	
71.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
72.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	3	
73.	1st Vertical (CS) - First and Second Verticals Combined, Opened With Two (2) Overlapping Doors	1	
74.	1st Vertical (CS) - Custom Miscellaneous Body Option  46" Wide -Front 24" portion of the compartment to be the transverse section with two (2) plain through shelves, transverse shelves are to stop flush with back of the bin. -Blanket arm to be mounted as high as possible to allow storage of hoods in bottom bin. Hooks to hang blankets on should be at 0", 16 1/2" and 33 1/4". They must be able to hang blankets on both sides. The customer will provide the rubber blanket for manufacture to ensure no wrinkles are on the blanket when hung up. Hooks should tall enough so that the bottom of the blanket does not touch the bottom of the compartment	1	
75.	2nd Vertical (CS) - Adjustable Shelf With No Dividers	1	
76.	2nd vertical (CS) - 5 in high drawer kit on slides, as wide as possible, latched  Three (3) horizontal drawers with removable dividers on 4" centers mounted on rollers midway in the bin. -Use standard 5" high drawers -Fixed shelf to be installed just above the drawer kit to protect the drawer kit	3	
77.	3rd Vertical (CS) - Treadplate Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock)	1	
78.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers	1	
79.	1st Horizontal (CS) - Custom Shelf Option  Adjustable sloped dividers on 6" centers in the bottom of the compartment. Front dividers to be thinner than the rear ones	1	
80.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
81.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
82.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
83.	D-Ring Recessed In Body Floor 360 Degree Rotation Evenly spaced across tailshelf	4	
84.	Custom Tailshelf Dimensions/Material 22"L Steel Tailshelf	1	
85.	3" Fixed Steel Retaining Rail On Sides And Rear Of Tailshelf With Corner Wash-Out	1	
86.	Smooth Galvanneal Steel Tailshelf	1	
87.	Custom Steel Ladder Storage Fully Enclosed Ladder Box, Steel, Roller At Rear, Retaining Chain -144"L. 21"W x minimum of 7.5"H. -Mounted on top of street side compartments	1	
88.	Inverter Storage In Remote Steel Enclosure, Located Outside Of Body Compartments With Provisions For Remote GFCI Receptacle In Curbside 1st Vertical 18"W x 24"L x 16"H. -Mounted as far forward as possible on top of 1st vertical curbside. -Box is to have a hinged outward facing door. -To be vented for storage of Inverter.	1	
89.	Battery Storage In Remote Steel Enclosure, Located Outside Of Body Compartments	1	
90.	Steel Open Top Storage Bin, Punched Metal 144" x 18" x 5" -Mounted on top of the ladder rack and level with the 48" bin.	1	
91.	Additional Steel Open Top Storage Bin Expanded metal basket, with divider -48" x 18" x 14" -Mounted on street side compartment top, in front of ladder rack	1	
92.	Additional Body Option Metal storage box to be incorporated into the transverse section of the 1st verticals. The box to be the width of the bed, the height extending 12" inches above the body height, and box to have a bottom at 12" down from the top of the box separating the top opening box from the transverse shelf. (Reference DJ 31856648 ) Box to have a metal locking hinged lid starting 10" from forward edge of the body so as not to interfere with the material hanging above the bed when opening and closing	1	
93.	Additional Body Option Steel eyebrow located above the light bar for protection.	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<b><u>Body and Chassis Accessories</u></b>			
94.	Dock Bumpers (Pair), Rectangular, installed at Rear Frame Rail at the furthest point back	1	
95.	Set of Safety Chain D-Rings	1	
96.	Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11-Bolt T-Mount, Altec Preferred (T-125 Style), D-Rings, Dock Bumper, 4X2/6X4	1	
97.	ICC (Underride Protection) Bumper, Installed at Rear	1	
98.	Cab Guard, Mounted on Front Winch  6" lip around all the sides	1	
99.	Cable Step Installed at Rear, Single Step, Work From Only  One (1) on each side -Steps should not extend lower than 24" down from the top of the tailshelf	2	
100.	Cable Step, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)	1	
101.	Compartment Top Access Step from Body Floor	1	
102.	Platform Access Step From Top of Body Compartment	1	
103.	Single Platform Access, One Step Mounted to Turntable	1	
104.	U-Shaped Grab Handle  One (1) on each side of tailshelf	2	
105.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
106.	Lower Boom Rest	1	
107.	Lower Boom Rest Cradle, Large Aerials	1	
108.	Platform Rest, Rigid with Rubber Tube	1	
109.	Plastic Outrigger Pad, 18" x 18" x 1", With Handle	4	
110.	Outrigger Pad Holder, 20 L x 20 W x 3 H Fits 19.5 x 19.5 x 2 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel  Located under 1st vertical compartments, Two (2) on each side	4	
111.	Pendulum Retainers For Stacked Outrigger Pad Holders, 11 Inch Long	2	
112.	Outrigger Control Guards, Underhung Tailshelf Mount (Altec Preferred)	1	
113.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	2	
114.	Mud Flaps with Altec Logo (Pair)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
115.	Post Style Cone Holder For Installation On A Front Bumper (Holds up to four 15 x15 large cones)	2	
116.	10 LB Fire Extinguisher with Light Duty Bracket Shipped Loose (Amerex #B456)	2	
117.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	4	
118.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
119.	Slope Indicator Assembly for Machine with Outrigger	1	
120.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
121.	Additional Body/Chassis Accessory	1	
	Guards to be installed on the backside of the recessed cargoclights that are in the compartments in the body.		
122.	Additional Body/Chassis Accessory	12	
	Total of (12) Standard perform tubes		
	-Two (2) rows of Three (3) tubes mounted side by side on each side under the tailshelf.		
	-Tubes are for wire tie storage.		

**Electrical Accessories**

123.	Compartment Lights Wired To Dash Mounted Master Switch	1	
124.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
125.	Strobe Beacon, Amber, LED, With Brush Guard (Tecniq #K10-AAAD-1), Class II (Permit May Be Required)	2	
	Located on front corners of cabguard. One (1) on each side.		
126.	Directional Light Bar, Amber, LED, 34.5" Long	1	
	Located at the rear, center of tailshelf		
127.	Post Mounted Spot Light, LED, 6 DIA, With Chrome Housing, Installed On Streetside Of Cab (Unity)	1	
128.	Cargo Light, LED, 4 DIA, Grommet Mounted (Tecniq #T41-WC0T-1)	9	
	Five (5) located in the cargo area		
	-One (1) on the backside of the 2nd vertical and rear vertical on curbside		
	-One (1) on the backside of the 3rd vertical and rear vertical on street side		
	-One (1) on the right side of the side access steps		
	Four (4) Lights on outside of body, these lights are to be Shaded on the top half of the light		
	-Two (2) in the wheel wells, one (1) on each side		
	-Two (2) at the rear, one (1) on each side		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
129.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
130.	Altec Standard Multi-Point Grounding System	8	
131.	Grounding Cable Storage Bracket Located in the curb side rear vertical compartment, on the outrigger housing	1	
132.	Grounding Cable Option Grounding Cable, #2/0 GA, Clear Jacketed	50	
133.	Grounding Lug, Copper, U-Shaped, Threaded One (1) located at front and rear, curb side	2	
134.	Grounding Clamp, Aluminum C-Clamp Style With Serrated Jaws (Includes Ferrule And Heat Shrink Tubing), #2/0 GA Cable	1	
135.	Altec Backup Camera System, 7 Inch Color LCD Monitor, Heated Infrared Camera With Day/Night Sensor And Audio  <ul style="list-style-type: none"> <li>A. 7 Inch Color LCD Monitor With LED Backlighting And Proximity Indicators</li> <li>B. 2 Inputs With Independent Triggers</li> <li>C. Heated Infrared Camera With Day/Night Sensor And Audio</li> <li>D. Mirror/Normal View</li> <li>E. IP68 Rated</li> <li>F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)</li> <li>G. 20 Meter Cable Assembly</li> </ul>	1	
136.	Install backup camera monitor on the front windshield in lieu of the rearview mirror.	1	
137.	PTO Hour Meter, Analog, With 10 000 Hour Display	1	
138.	Relocate Trailer Receptacle Supplied With Chassis	1	
139.	Trailer Receptacle, 7-Way (Pin Type) Installed At Rear	1	
140.	Trailer Brake Controller, Electric (Tekonsha Voyager #9030)	1	
141.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
142.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N) Located in inverter enclosure, on top of curb side 1st vertical	1	
143.	Inverter Wired Ignition Hot To Switch Mounted In Chassis Cab	1	
144.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) (Specify a Location) Located in battery enclosure on top of street side front outrigger	1	
145.	Battery Box, Polypropylene 12VDC With Stainless Steel Frame, With Tie Downs Located on street side front outrigger	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
146.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure  Located in curb side 1st vertical compartment	2	
147.	120 Volt Non-GFCI Receptacle Includes Weather-Resistant Enclosure Requires at least 1 GFCI Receptacle  One (1) in rear light channel on curbside, -One (1) on front of body on curbside	2	
148.	GFCI Receptacle Hardwired To Protect Additional Non-GFCI Receptacles	1	
149.	Electrical Receptacle, 12 Volt (Cigarette Lighter Style), Weatherproof  One (1) at the rear, near the trailer light socket. -One (1) in the front of the body panel.	2	
150.	Pre-Wire Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1	
<b><u>Finishing Details</u></b>			
151.	Front and Rear Frame Mounted Components and Under Body Mounted Components Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
152.	Finish Paint Option 1  Paint Red, FLNA 3711 -Grab Handles -Steps (excluding chassis)	1	
153.	Powder Coat Unit Altec White	1	
154.	Finish Paint Body Accessories Above Body Floor Altec White	1	
155.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
156.	Safety and Instructional Decals English	1	
157.	Vehicle Height Placard Installed In Cab DEPS 002	1	
158.	HVI-22 Hydraulic Oil Placard	1	
159.	DOT Certification Required  City of Cartersville 10 N. Public Square Cartersville, Georgia 30120	1	
160.	Dielectric Test Unit According to ANSI Requirements	1	
161.	Stability Test Unit According to ANSI Requirements	1	
162.	Focus Factory Build	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
163.	Delivery Of Completed Unit	1	
164.	Inbound Freight	1	
165.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
166.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
<b><u>Chassis</u></b>			
167.	Altec Supplied Chassis	1	
168.	Chassis	1	
169.	2026 Model Year	1	
170.	Freightliner M2-106	1	
171.	4x2	1	
172.	144 Clear CA (Round To Next Whole Number)	1	
173.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
174.	Chassis Cab	1	
175.	Dual Rear Wheel	1	
176.	Set Back Axle	1	
177.	Cummins L9	1	
178.	Diesel	1	
179.	300 HP Engine Rating	1	
180.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
181.	GVWR 39,000 LBS	1	
182.	16,000 LBS Front GAWR	1	
183.	Spring Suspension	1	
184.	23,000 LBS Rear GAWR	1	
185.	315/80R22.5 Front Tire	1	
186.	11R22.5 Rear Tire	1	
187.	Air Brakes	1	
188.	Park Brake In Rear Wheels	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
189.	016-1DE - Freightliner Exhaust (Right-Horizontal-Undercab-Vertical) (Extended Cab Only)	1	
190.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1	
191.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	
192.	Freightliner - Radiator (1100 Square Inch) for ISL/L9 or DD8.2 (DS) (266-013)	1	
193.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
194.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1	
195.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1	
196.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1	
197.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1	
198.	No Idle Engine Shut-Down Required	1	
199.	EPA Emissions	1	
200.	No Clean Idle Certification Required	1	
201.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
202.	Other Chassis DEF Tank 23U-001 6 GALLON DIESEL EXHAUST FLUID TANK	1	
203.	Front Frame Extensions	1	
204.	Battery Under Cab Left Hand	1	
205.	Air Horn Under Cab	1	
206.	AM/FM Radio	1	
207.	Bluetooth	1	
208.	Weather Band	1	
209.	Air Conditioning	1	
210.	Cruise Control	1	
211.	Block Heater	1	
212.	Driver Controlled Locking Differential	1	
213.	Trailer Air Brake Package	1	
214.	Air Ride Drivers Seat	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
215.	Air Ride Passenger Seat	1	

**Additional Pricing**

216.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
217.	Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing.	1	

<b>Unit / Body / Chassis Total</b>	<b>311,943.00</b>
<b>FET Total</b>	<b>0.00</b>
<b>Total</b>	<b>311,943.00</b>

**Altec Industries, Inc.**

BY \_\_\_\_\_

Eric Byron Walker

**Notes:**

- 1 Altec will make every effort to honor this quotation. However, if major and irregular cost inflation occurs, price may be reviewed and confirmed closer to the production date.  
  
For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.
- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:  
  
  - Outrigger pads (When Applicable)
  - Fall Protection System
  - Fire extinguisher/DOT kit
  - Platform Liner (When Applicable)
  - Altec Sentry Training
  - Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.
- 3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing

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capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - #FOB\_TERMS#

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches,



pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: 46-49 months after receipt of order PROVIDING:  
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.  
B. Customer approval drawings are returned by requested date.  
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.  
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

16 This quotation is valid until MAR 24,2022. After this date, please contact Altec Industries, Inc. for a possible extension.

17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email [finance@altec.com](mailto:finance@altec.com) for more information.

18 Please direct all questions to Tim Luker at (540) 992-5300



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	April 6, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Tourism Product Development Funds for CVB Marketing
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	I request the expenditure of \$20,000 in Tourism Product Development funds to partner with the Convention and Visitors Bureau (CVB), Bartow County and LakePoint for an interactive community corner inside the Champions Center. The purpose of this is to provide information to LakePoint visitors about things to do, restaurants and places to stay in Cartersville and Bartow County. This is not a budgeted expense.
<b>LEGAL:</b>	N/A



# INVOICE

Cartersville-Bartow County Tourism Council, Inc.  
 PO Box 200397, Cartersville GA 30120  
 770-387-1357 extension 3748

Date: 03.21.2023  
 INVOICE # 20230321

To Dan Porta, City Manager  
 City of Cartersville  
 770-387-5684  
 dporta@cityofcartersville.org

Salesperson	Job	Payment Terms	Due Date
Requested by CVB President Schumacher and Tourism Council Board of Directors	Cartersville-Bartow Community Corner Partnership Lakepoint Champions Center	Due Upon Receipt	Due Upon Receipt

Qty	Description	Unit Price	Line Total
	Cartersville-Bartow County Tourism Council Board of Directors approved a partnership with LakePoint Sports to construct an interactive community corner inside the Champions Center to provide digital marketing content to welcome guests and entice them to downtown Cartersville attractions, restaurants and shops.		
	<i>Complete project costs will exceed \$40,000 and should be completed by April-May. See supporting documentation attached:</i>		
	<i>Inv3363- \$10,000 paid by CVB</i>		
	<i>Inv3418- \$10,000 paid by CVB</i>		
	<i>Images of work completed to date</i>		
	<b>Payment requested from City of Cartersville</b>		\$20,000.00
		Total	\$20,000.00

**Make check payable to CARTERSVILLE-BARTOW CVB**  
 Internal use only: #XXXX = 20,000.00



Community Corner at Lake Point as of March 2023. Site incomplete, slated for completion by May 1, 2023.



LakePoint Services, LLC

PO Box 640  
Emerson, GA 30137

Meeting: April 6, 2023 Item 23.

Date	Invoice #
1/30/2023	3363

<b>Bill To</b>
Cartersville Bartow-CVB PO Box 200397 Cartersville, GA 30121

<b>Terms</b>
Due on receipt

Quantity	Description	Rate	Amount
	January 2023 Partnership Payment #1	10,000.00	10,000.00

We appreciate your prompt payment.	Remit to: LakePoint Services, LLC PO Box 640 Emerson, GA 30137	<b>Total</b>	\$10,000.00
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<b>Payments/Credits</b>	\$0.00
	185
<b>Balance Due</b>	\$10,000.00



LakePoint Services, LLC

PO Box 640  
Emerson, GA 30137

Meeting: April 6, 2023 Item 23.

Date	Invoice #
3/15/2023	3418

<b>Bill To</b>
Cartersville Bartow-CVB PO Box 200397 Cartersville, GA 30121

<b>Terms</b>
Due on receipt

Quantity	Description	Rate	Amount
	March 2023 Partnership Payment #2	10,000.00	10,000.00
We appreciate your prompt payment.		Remit to: LakePoint Services, LLC PO Box 640 Emerson, GA 30137	<b>Total</b> \$10,000.00
			<b>Payments/Credits</b> \$0.00
			<b>Balance Due</b> \$10,000.00

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