



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, January 05, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

- [1.](#) December 15, 2022 Council Meeting Minutes

APPOINTMENTS

- [2.](#) Appointment and Swearing in of Municipal Court Judge
- [3.](#) Appointment and Swearing in of Assistant Municipal Court Judge

CONTRACTS/AGREEMENTS

- [4.](#) Cartersville Municipal Court Judges Contract
- [5.](#) TalenTrust Recruitment Agreement

BID AWARD/PURCHASES

- [6.](#) Generator Maintenance Invoices
- [7.](#) Monroe County Tax Bill

8. Steel Pipe Purchase

9. Line Stopper Fitting Purchase

OTHER

10. Election Qualifying Fees 2023

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	December 15, 2022 Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from December 15, 2022, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
December 15, 2022
7:00 P.M. – Council Meeting

WORK SESSION

Due to the limited number of items on the agenda, no work session was held.

OPENING MEETING

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Wren.

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

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

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. December 1, 2022 Council Meeting Minutes

Council Member Wren made a motion to approve the December 1, 2022, Meeting Minutes. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

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

SECOND READING OF ORDINANCES

2. T22-05 - Applicant: City of Cartersville

Randy Mannino, Planning and Development Director stated this is a text amendment to Chapter 9.25, Historic Preservation, Article II, Historic Preservation Commission, Sec. 9.25-32 (c), to amend ordinance to comply with the state Historic Preservation Act regarding member qualifications. A discrepancy was identified during the Certified Local Government audit which is performed every 4 years.

Council Member Fox made a motion to approve T22-05. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 4-0

Ordinance No. 31-22

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 9.25 - HISTORIC PRESERVATION. ARTICLE II. - HISTORIC PRESERVATION COMMISSION. SEC. 9.25-32. – HISTORIC PRESERVATION COMMISSION is hereby amended by deleting Paragraph (c) and replacing it as follows:

1.

Sec. 9.25-32. Historic Preservation Commission.

(c) *Historic preservation commission members: Number, appointment, terms, and compensation.* The commission shall consist of seven (7) members appointed by the City Council of the City of Cartersville. A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture; all the members shall reside within the historic preservation jurisdiction of the city.

Members shall serve three-year terms. In order to achieve staggered terms, initial appointments shall be: two (2) members for two (2) years; and three (3) members for three (3) years. Members shall not receive a salary, although they may be reimbursed for expenses by the city council. The city council will have the authority to remove any member of the historic preservation commission appointed by it for cause, on written charges, after a public hearing.

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: December 1, 2022
SECOND READING: December 15, 2022

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



APPOINTMENTS

3. Joint Cartersville/Bartow County Regional Industrial Development Authority

Freddy Morgan, Assistant City Manager, stated the terms for the terms for Sonny Miller, Tommy Strickland and James Jarrett will expire on December 31, 2022. They are willing to continue serving on the Joint Cartersville/Bartow County Regional Industrial Development Authority if reappointed. Their new terms will expire on December 31, 2026.

Council Member Fox made a motion to approve Joint Cartersville/Bartow County Regional Industrial Development Authority reappointment. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 4-0

4. Bartow-Cartersville Joint Development Authority

Mr. Morgan stated Beth Tilley, LaDonna Jordan and James Jarrett’s term will expire on December 31, 2022. They are willing to continue serving on the Bartow-Cartersville Joint Development Authority if reappointed. Their new terms will expire on December 31, 2026.

Council Member Fox made a motion to approve Bartow-Cartersville Joint Development Authority reappointment. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 4-0

BID AWARD/PURCHASES

5. GMA Membership Dues

Mr. Morgan stated these are the 2023 dues for membership in the Georgia Municipal Association (GMA). The total is \$8,659.71 for the year and is based on the City’s population.

Council Member Fox made a motion to approve GMA Membership Dues. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

6. Travelers Insurance Deductible Invoice

Mr. Morgan stated Travelers Insurance has settled an insurance claim from an incident that occurred in October 2020 and the city is responsible for the deductible payment. Approval was recommended to pay Travelers Insurance for our \$25,000 insurance deductible for the settlement of this claim.

Council Member Fox made a motion to approve Travelers Insurance Deductible Invoice. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

7. Replacement Roll-Up Door at City Garage Facility

Mr. Morgan stated the vehicle roll-up door at the City Garage facility needs replacement. We received (2) two quotes for the replacement vehicle roll-up door. Overhead Door Company of Atlanta bid a series 610 rolling steel door in the amount of \$21,793.00. Metro Garage Door, Incorporated bid a rolling steel door in the amount of \$19,338.67. We are asking for approval to award the bid to Metro Garage Door, Incorporated. This is a non-budgeted item but will be paid through other departmental resources. It was recommended to award this bid to Metro Garage Door, Incorporated in the amount up to \$19,338.67.

Council Member Fox made a motion to approve the Replacement Roll-Up Door at City Garage Facility. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

8. Third Quarter 2022 Motorola Radio Invoice

Mr. Morgan stated Bartow County has submitted the third quarter 2022 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$37,784.10.

Council Member Roth made a motion to approve the Third Quarter 2022 Motorola Radio Invoice. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

9. Gas Meter Purchase

Michael Dickson, Gas Department Director, stated the Gas System is requesting the purchase of 288 Sonix IQ 250 Meters, 75 Sonix IQ 425 Meters, 50 Sonix 600 Meters and the associated electronics and brackets. Our sole source provider, Equipment Controls Company provided a quote of \$158,731.00. These are to replenish our current stock and to mitigate future downtime due to the current supply chain issues. These are budgeted items and Council’s approval is recommended.

Council Member Cooley made a motion to approve the Gas Meter Purchase. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 4-0

ADDED ITEMS

10. Repair of Warning Siren

Hagen Champion, Deputy Fire Chief, stated approval was requested to make repairs to one of the warning sirens. The warning siren is located on Church St. adjacent to the Main St. intersection. The siren was severely damaged in a motor vehicle crash during the early morning hours of 12/12/2022. The repairs will be paid for through the reimbursement of insurance claims with the at-fault driver. There will be no cost to our general budget. Approval was recommended for Mobile Communications America from Anniston, Alabama to complete the work by February 1, 2023 for the amount of \$16,891.00.

Council Member Cooley made a motion to approve the Repair of Warning Siren. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 4-0

11. Emergency Moratorium

Mr. Morgan requested consideration from the Mayor and City Council to impose an Emergency Moratorium Ordinance to address concerns about low pressure in the Carter Grove neighborhood. From a recent water flow test, it was determined that the water flow in this area was 525 GPM, well below the City’s standard of 1,000 GPM for residential areas as required by the City of Cartersville Code of Ordinances Sec. 7.5-123(b), and for this reason, it was recommended for approval of the passage of this Emergency Ordinance.

Mr. Mannino added that this would affect the issuance of new home construction permits.

Public hearing was opened and with no one to come forward to speak for or against the ordinance, the public hearing was closed.

Council Member Fox made a motion to approve the Emergency Moratorium Ordinance. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 4-0

CITY OF CARTERSVILLE EMERGENCY MORATORIUM

ORDINANCE NO. 32-22

AN ORDINANCE OF THE CITY OF CARTERSVILLE ADOPTING AND DECLARING A MORATORIUM UPON THE ISSUANCE OF BUILDING PERMITS FOR CONSTRUCTION OF BUILDING PROJECTS DUE TO LOW RESIDUAL FLOWS AT FIRE HYDRANTS ON THE BARTOW COUNTY WATER SYSTEM, IN THE EFFECTED AREA; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR SEVERABILITY; AND DECLARING THE SUBORDINANCE OF ALL ORDINANCES, RESOLUTIONS, AND ORDERS IN CONFLICT HEREIN.

WHEREAS, the City of Cartersville is tasked with providing for the general welfare of the citizens of the City of Cartersville; and

WHEREAS, one of the primary and essential services provided by the City of Cartersville is to provide fire protection through the City of Cartersville’s Fire Department; and

WHEREAS, a critical and necessary component to provide said services is the need to create and maintain adequate water pressure and flow for fire hydrants, and a system that can handle the number of users; and

WHEREAS, too many users and hookups onto the system can cause a dangerous reduction in water pressure that adversely impacts the City’s ability to provide adequate fire protection; and

WHEREAS, Bartow County has conducted a fire flow test for the hydrants servicing the area referred to as the Carter Grove Subdivision as indicated on the map attached hereto as Exhibit “A;” and

WHEREAS, the result of the water flow in said area was 525 GPM, well below the City’s standard of 1,000 GPM for residential areas as required by the City of Cartersville Code of Ordinances Sec. 7.5-123(b); and

WHEREAS, the City Fire Department has studied the fire hydrant system in said area and determined that the system does not meet the code requirements, and as such, the decreased water pressure adversely and dangerously impacts the ability to provide emergency fire suppression services; and

WHEREAS, the inadequacy of the hydrants to have sufficient water pressure constitutes an imminent peril to the public health, safety, or welfare of the citizens of the City of Cartersville; and

WHEREAS, the City Charter at Section 2.10, authorizes the City of Cartersville to adopt emergency ordinances if the Mayor and City Council finds that there is an imminent peril to the public health, safety and welfare; and

WHEREAS, the Mayor and City Council may upon such finding proceed to adopt a moratorium responding thereto; and

WHEREAS, the adoption of a moratorium may be accomplished upon abbreviated notice of hearings as the Mayor and City Council deems practical; and

WHEREAS, Bartow County is aware of the situation and is currently installing a new water infrastructure to resolve said issues, the project is currently slated to be completed and operational by no later than July 2023; and

WHEREAS, upon conducting said hearing, the Mayor and City Council have determined a moratorium is necessary.

NOW, IT AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Cartersville, Georgia, as follows:

1. Based on the above recitals and the facts and circumstances set forth therein, the Mayor and City Council find that there is an imminent peril to the public health, safety and welfare of the citizens of the City of Cartersville.
2. The foregoing recitals, being a true and accurate description of the imminent peril to the public health, safety, and welfare of the citizens of the City of Cartersville, a moratorium is hereby imposed upon the receipt, processing, and approval of applications for building permits on the Carter Grove area as depicted on Exhibit "A" attached hereto and incorporated herein which addresses the low water flow. This moratorium shall be in place for a period of two hundred and twenty-eight (228) days following adoption of this moratorium.
3. This moratorium shall not apply to any permit that has already been issued, nor shall it apply to any permit for which related application has already been requested from, filed with, or issued by the City. This limitation shall not prohibit the Mayor and City Council from exercising the control it is otherwise authorized to exercise over any such permit or construction project.
4. During the moratorium the City shall monitor the construction and completion of the current Bartow County Water Project. If the project is completed earlier, then the Fire Department may recommend the cessation of the moratorium, conversely, if it takes longer, they may recommend it be extended.
5. This moratorium shall be in full force and effect immediately upon the date of its passage.
6. This moratorium is hereby declared to be severable. If a portion hereof is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and this ordinance shall be read to carry out the purpose of this moratorium before the declaration of partial invalidity.
7. If a conflict exists between this moratorium and any other ordinance, resolution, or order of the City of Cartersville, this moratorium shall control until its expiration or termination by the Mayor and City Council.

8. This ordinance is deemed an emergency ordinance only requiring one reading due to the fire hydrant water flow in the Carter Grove area depicted on Exhibit "A" being well below that required of the City ordinances, and the imminent peril to the public health, safety, or welfare of the citizens of the City of Cartersville.

SO ORDAINED, this 15th day of December, 2022.

ATTEST: 
 JULIA DRAKE, CITY CLERK


 MATTHEW J. SANTINI, MAYOR



MONTHLY FINANCIAL STATEMENT

12. October 2022 Financial Report

Tom Rhinehart, Finance Department Director, reviewed the October 2022 Financial Report and compared the numbers to October 2021.

ADJOURNMENT

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

Meeting Adjourned at 7:19 P.M.

/s/ _____
 Matthew J. Santini
 Mayor

ATTEST:
 /s/ _____
 City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Appointment and Swearing in of Municipal Court Judge
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual reappointment of Municipal Court Judge Harry White, as required according to statute per Keith Lovell.
LEGAL:	Reviewed by Archer & Lovell.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Appointment and Swearing in of Assistant Municipal Court Judge
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual reappointment of Assistant Municipal Court Judge Jay Choate, as required according to statute per Keith Lovell.
LEGAL:	Reviewed by Archer & Lovell.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Cartersville Municipal Court Judges Contract
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual renewal of the Municipal Court Judges contract for providing services in the Cartersville Municipal Court in 2023.
LEGAL:	Approved by Archer and Lovell

CONTRACT TO PROVIDE MUNICIPAL JUDGE SERVICES

This Contract to Provide Municipal Judge Services (hereinafter the “AGREEMENT”) is made and entered into effective as of January 5, 2023, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia, (hereinafter referred to as “CITY”) and HARRY B. WHITE, Attorney at Law, and HAROLD J. CHOATE, III, Attorney at Law.

WITNESSETH:

WHEREAS, the CITY desires the services of HARRY B. WHITE, as Chief Municipal Court Judge and HAROLD J. CHOATE, III, as Associate Municipal Court Judge (hereinafter collectively referred to as “**JUDGES**”) pursuant to Section 6.02(a) of the CITY Charter; and

WHEREAS, the **JUDGES** are qualified to serve as Municipal Court Judges pursuant to O.C.G.A. §36-32-1.1 and desire to serve as Chief Judge and Associate Judge, respectively, of the City of Cartersville Municipal Court; and

WHEREAS, **JUDGES** desire to serve in said capacity as independent contractors, rather than as employees of the CITY; and

WHEREAS, it is the desire of all parties hereto to establish and set forth their mutual responsibilities one to the other; and

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. **Duties.** The CITY hereby contracts with HARRY B. WHITE, to perform all functions and duties of the Chief Judge of the Municipal Court, and with Harold J. Choate, III, to perform all the functions and duties of Associate Judge of Municipal Court and to perform such other legally permissible and proper duties and function as said positions shall require. These duties shall include, but are not limited to, the following:
 - a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of *pro tem* judges, and annual reviews of the financial condition of the Municipal Court system;
 - b. Preside over civil and criminal violations in the City of Cartersville, traffic and parking cases, arraignments, trials, issue warrants, bond hearings, pretrial hearings, City of Cartersville Code violations, all other hearings, and set forth the courtroom calendar;
 - c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
 - d. Coordinate with the City Solicitor and Court Clerk to reduce or eliminate backlogs of pending cases;
 - e. Review annually, data gathered by the CITY regarding cases generated by the City of Cartersville Police Department, which are being filed in the Municipal Court;

- f. In conjunction with the City Attorney, prepare an annual report concerning Municipal Court operations and personally present that report to the Mayor and City Council, if so requested;
- g. In conjunction with the City Attorney, annually review and recommend changes to the City of Cartersville Municipal Code which relate to Municipal Court;
- h. Make recommendations to the CITY to improve the financial or other operational conditions of the Municipal Court;
- i. Appoint qualified members of the State Bar of Georgia to serve as Public Defenders for the Municipal Court pursuant to O.C.G.A. §36-32-1(f);
- j. Perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, they shall act in accordance with any published opinions of the Judicial Qualifying Committee or its successor;
- k. At all times faithfully and to the best of their ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance;
- l. In coordination with the City Attorney and the Court Clerk, approve court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law and updating such forms and procedures as necessary;
- m. In coordination with the City Attorney and the Court Clerk, provide proper training of court staff and officials subject to the **JUDGES'** direction and control regarding court procedures and the use of court forms and updating such training as necessary;
- n. Ensuring that court staff and officials subject to the **JUDGES'** direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances, and statutes;
- o. Notifying the City Attorney of additional resources necessary to ensure compliance with applicable laws and rules;
- p. Notifying the City Attorney of service provider performance deficiencies;
- q. Reviewing all reports and other communications from Probation Services and taking any actions the **JUDGES** deem necessary or appropriate;
- r. Conducting an initial hearing for any person detained in jail on a charge in Municipal Court within forty-eight (48) hours of said person being detained as scheduled in coordination with the Chief Judge;
- s. The **JUDGES** understand that court staff adhere to the same applicable personnel policies as other CITY employees. The parties agree that the **JUDGES** will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the **JUDGES'** rights and responsibilities with respect to court employees. The

JUDGES acknowledge that said employees may perform other duties for the CITY that are not in conflict with the separation of powers; and

- t. The **JUDGES** will confer with the City Manager or his/her designee, to coordinate administrative activities concerning CITY procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the CITY.
2. **Independent Contractor.** In performing the duties of Municipal Court Judge, HARRY B. WHITE and HAROLD J. CHOATE, III, shall serve as independent contractors and not as employees of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which the **JUDGES** carry out their judicial responsibilities, save and except that the **JUDGES** agree to carry out their duties in a timely, consistent, and impartial manner. If any employee or agent of the **JUDGES** is tasked to assist with the duties of the **JUDGES** under this AGREEMENT, such employee/agent shall remain solely the employee/agent of the **JUDGES** and agree to comply with Title 34, Chapter 9, and all other applicable laws as to such persons. The **JUDGES** may engage in the private practice of law; provided, however, the **JUDGES** may not appear and represent a client before the City Municipal Court. The **JUDGES** are independent from the CITY when performing judicial responsibilities and nothing contained herein shall be construed to interfere with the **JUDGES** when performing judicial duties. The *pro tem* judge, when serving in the absence of the **JUDGES**, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.
3. **Pro Tem Services.** While it is agreed that the **JUDGES** shall personally serve as the Municipal Court Judges and shall be available to fill the duties of that office generally not less than ninety percent of the time, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appoint of *pro tem* municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of *pro tem* judges so that the work for the Municipal Court will not be interrupted when the **JUDGES** must be absent from that position. Therefore:
- a. **JUDGES** shall be subject to City Council approval, and shall appoint *pro tem* judges to serve as necessitated by the circumstances. The **JUDGES** in the Order approving *pro tem* shall set their fees and expenses; and
 - b. **JUDGES** shall instruct all *pro tem* municipal judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
4. **Term.** This AGREEMENT shall commence on the date set forth on page one and shall continue until January 5, 2023. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually agreeable to both parties.

5. **Compensation.** Effective January 5, 2023, the compensation shall be as follows:
- a. The Chief Judge, HARRY B. WHITE, and the Associate Judge, HAROLD J. CHOATE, III, shall be jointly paid the total lump sum of Two Thousand Fifty (\$2,050.00) Dollars per month;
 - b. Additionally, the **JUDGES** shall be entitled to mileage expenses at the prevailing I.R.S. standard rate for travel related to official duties;
 - c. The **JUDGES'** salary shall be set and approved through the CITY's budget process. The **JUDGES'** compensation within the adopted budget may be increased, but not decreased, during the **JUDGES'** terms of office;
 - d. The **JUDGES'** salary shall be reviewed annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of Municipal Court;
 - e. The CITY shall pay for the cost of ICJE professional judicial education classes required for judges, including registration, lodging, per diem and mileage expenses in accordance with established CITY travel policies;
 - f. As independent contractors, the **JUDGES** expressly understand and are aware that the CITY will not deduct Federal and State taxes, Social Security, or Medicare/Medicaid from compensation paid to the **JUDGES**. The CITY will issue a Form 1099 to the **JUDGES** at year and the **JUDGES** shall be solely responsible for any taxes or other deductions on compensation paid to the **JUDGES** under this AGREEMENT; and.
 - g. The **JUDGES** will not receive any benefits from the CITY, including but not limited to medical coverage, vacation pay, and retirement pay.
 - h. The Judges shall be compensated Fifty and No/100 (\$50.00) Dollars per jail visitation, warrant request, or probable cause hearing, held at the Bartow County Jail. Payment shall be made within thirty (30) days of receipt of an invoice from the **JUDGES**.
6. **Removal.** **JUDGES** may be removed from the position as Municipal Judge during the term of this Contract for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.2
7. **Court Schedule.** The Municipal Court shall convene four (4) Mondays per month as provided for in Section 13.2 and 13.3 of the City of Cartersville Code of Ordinances, unless otherwise scheduled or cancelled by the Mayor and City Council or the Chief Judge. The Chief Judge shall modify the schedule as needed to avoid CITY and State holidays.
8. **Hours of Work.** It is recognized that the hours devoted by the **JUDGES** in the performance of responsibilities may vary with the caseload of the Court. The **JUDGES** shall report, when requested by the City Council, an account describing the amount of time being devoted to judicial duties.

- 9. **Dues and Subscriptions.** The Municipal Court Judges shall maintain membership in the Georgia Council of Municipal Court Judges, and all fees required for such membership shall be paid by the CITY.
- 10. **Qualifications of Judges.** The **JUDGES** shall be, and remain, attorneys admitted to practice law in the State of Georgia. The **JUDGES** must also be citizens of the United States of America and the State of Georgia. The **JUDGES** must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all judicial training requirements.
- 11. **General Provisions.** This AGREEMENT shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provision or a portion thereof contained in this AGREEMENT is held to be unconstitutional, invalid, or unenforceable, the remainder of this AGREEMENT, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from the CITY as set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this AGREEMENT, as of the date and year so listed above.

CITY OF CARTERSVILLE:

JUDGES:

By: _____
Matthew J. Santini, Mayor

Harry B. White

Attested to:
by: _____
Julia Drake, City Clerk

Harold J. Choate, III

[AFFIX CITY SEAL]

APPROVED AS TO FORM:

E. Keith Lovell, Assistant City Attorney
City of Cartersville, Georgia



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	TalenTrust Recruitment Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department Engineer is scheduled to retire in May of 2023. In order to be proactive and fill this important job, the position was opened and advertised for hiring in December of 2021. We have had very little success in this process. Additionally, we have a need and workload for a second, but potentially less experienced engineer as well. The consequences of not filling this position are the delay of capital improvement projects, developer plan review delays, and the costs of contracting daily work required to be performed by a licensed Professional Engineer.</p> <p>Based on references within the water industry, the Water Department and Human Resource Director have engaged with TalenTrust to draft a Recruitment and Consulting Service agreement.</p> <p>The costs of this service would be a flat monthly fee of \$7,560.00 per month for up to four (4) months, plus a success fee of \$5,040.00 for each position filled. This includes a twelve (12) month replacement guarantee for each position filled.</p> <p>I recommend contracting with TalenTrust for the stated services for up to four (4) months.</p> <p>This is not a budgeted expense, but funds are available from Water Department revenue. These expenses will be paid from account 505.3320.52.1200.</p>
LEGAL:	Contract has been reviewed by the City Attorney.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Generator Maintenance Invoices
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department hired Nixon Power Services to perform work on two emergency diesel generators.</p> <p>The #1 generator at the Water Treatment Plant, installed in 1990, required a 20-year cooling system maintenance and rebuild for a cost of \$11,515.48. The standby generator for the Main Street sewer lift station required cooling system repair for a cost of \$8,199.96.</p> <p>The total cost for both generators is \$19,715.44. These are budgeted expenses to be paid from each plant's maintenance account.</p>
LEGAL:	N/A



PLEASE NOTE NIXON'S NEW
REMIT TO ADDRESS!
You can now pay your bill online!
<https://epay.nixonpower.com>

INVOICE
SLS000417478
11/2/2022

BILL TO:
City of Cartersville Attn: Teresa Myrick 237 Allatoona Dam Rd SE Cartersville, GA 30120

REMIT PAYMENT TO:
Nixon Power Services LLC P.O. Box 306448 Nashville, TN 37230-6448 800-766-4966 ext: X5--

CUSTOMER ID	PO #	PAYMENT TERMS		DUE DATE
1300000		NET 30		12/02/2022
SERVICE CALL	DESCRIPTION	CALL TYPE	AREA	LOCATION
22-30694	13206 - Conduct 20 Year Coolan	Quoted T&M	NASHVILLE	Cartersville WTP - Unit 1
ServiceAddress	237 Allatoona Dam Rd SE Cartersville GA, 30120			

Completed Approved Quoted Repairs

[10/16/2022 9:15:48 PM SHULAR, CYRUS]
REMOVED AND REPLACED THE HIGH TEMP SIDE WATERPUMP AND THERMOSTATS.

[10/24/2022 6:51:51 PM Austin, William]
Conducted Repair As per Quote

SUBTOTAL	\$11,515.48
TAX	\$0.00
TOTAL	\$11,515.48

Thank you for your business!
155 Franklin Rd Ste 255 Brentwood, TN 37027-4693 | 1-800-766-4966
We greatly appreciate your business and want you to be completely satisfied. If, for any reason, Nixon Power Service has not met your expectations, please contact us toll-free at (800) 766-4966 or e-mail your comments to service@nixonpower.com. Your total satisfaction is very important to us.
To view invoices or make payments, please visit epay.nixonpower.com



PLEASE NOTE NIXON'S NEW
REMIT TO ADDRESS!
You can now pay your bill online!
<https://epay.nixonpower.com>

INVOICE
SLS000417452
10/31/2022

BILL TO:

City of Cartersville
Attn: Teresa Myrick
102 Walnut Grove Rd SE
Cartersville, GA 30120

REMIT PAYMENT TO:

Nixon Power Services LLC
P.O. Box 306448
Nashville, TN 37230-6448
800-766-4966 ext: X5--

CUSTOMER ID	PO #	PAYMENT TERMS		DUE DATE
1300000		NET 30		11/30/2022
SERVICE CALL	DESCRIPTION	CALL TYPE	AREA	LOCATION
22-21572	11859 - Cooling system repair/	Quoted T&M	NASHVILLE	Cartersville WTP Main
ServiceAddress	102 Walnut Grove Rd SE Cartersville GA, 30120			

Completed Approved Quoted Cooling System Repair

[10/28/2022 5:56:43 PM Austin, William]
Assisted in Quoted Repair

[10/28/2022 7:17:16 PM Tefft, Cullen]
Performed Quoted Cooling System Repair

SUBTOTAL	\$8,199.96
TAX	\$0.00
TOTAL	\$8,199.96

Thank you for your business!

155 Franklin Rd Ste 255 Brentwood, TN 37027-4693 | 1-800-766-4966

We greatly appreciate your business and want you to be completely satisfied. If, for any reason, Nixon Power Service has not met your expectations, please contact us toll-free at (800) 766-4966 or e-mail your comments to service@nixonpower.com. Your total satisfaction is very important to us.

To view invoices or make payments, please visit epay.nixonpower.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Monroe County Tax Bill
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual property tax bill for our natural gas storage facility in Monroe County, Mississippi. The bill is in the amount of \$12,495.91. This is a budgeted item and Council's approval is recommended.
LEGAL:	N/A



Please Remit To

**ALYSIA WRIGHT
MONROE COUNTY TAX COLLECTOR**
PO Box 684 • 301 S. Chestnut Street
Aberdeen, MS 39730

FORWARDING SERVICE REQUESTED

2022 MONROE COUNTY PERSONAL PROPERTY TAX NOTICE

Meeting: January 5, 2023 Item 7.

PPIN	3566	Total Due	\$12,495.91
DELINQUENT TAX YEARS		<input type="text"/>	
ADDRESS CHANGE			
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			



90602

**CITY OF CARTERSVILLE
SEGAS-CITY OF CARTERSVILLE
P.O. BOX 1390
CARTERSVILLE GA 30120**

MONROE COUNTY TAX COLLECTOR

PO Box 684
Aberdeen, MS 39730-0684



Card Number <input type="text"/>	Expiration Date <input type="text"/>
--	--

Check for Debit or Credit

Signature of Applicant or Licensee

Phone

DETACH BOTTOM PORTION TO KEEP FOR YOUR RECORDS AND RETURN TOP PORTION WITH PAYMENT.

This is a *courtesy notice* of Ad Valorem taxes due. This tax notice is for Business Personal Property located in Monroe County, Mississippi. **Taxes are Delinquent after February 1st 2023.** It is your responsibility to ensure payment of taxes. If you have questions, please notify the Tax Collector's office at 662.369.6484.

Delinquent taxes are due to the Monroe County Tax Collector (662.369.6484).

2022 PERSONAL PROPERTY TAX NOTICE

Parcel Number:	3566	County Tax:	\$6,489.89
PPIN:	3566	School Tax:	\$6,006.02
Total Value:	\$672,037	City Tax:	\$0.00
Assessed Value:	\$100,806	Net Advalorem:	\$12,495.91
Tax District:	4010		
			Total Tax Due: \$12,495.91

Description:
INVENTORIES 672037 100806

DEC 12 2022

Due on or before February 1, 2023

Please Note: Name Changes after January 1st, 2022 will reflect on next year's tax roll.
We accept Cash, Check, Money Order, Master card, and Visa.
Please do NOT staple or paper clip your payment. Please do NOT send cash through the mail.
We do NOT take payments over the phone.

2022 MONROE COUNTY PERSONAL PROPERTY TAX NOTICE

**PLEASE
REMIT TO:**

Alysia Wright Monroe County Tax Collector

PO Box 684 • 301 S. Chestnut Street • Aberdeen, MS 39730
Office 662.369.6484 • Fax 662.369.3033



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Steel Pipe Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Gas System requested bids for the purchase of 500 feet of 6-inch pipe and 320 feet of 8-inch pipe to replenish stock used on various projects. Three bids were requested, but only one was received.</p> <p>Consolidated Pipe and Supply of Lawrenceville, Georgia submitted a bid of \$33,526.00. They are the largest vendor in our area and are typically the only one that will submit a bid for this type of material. This is a budgeted purchase and Council's approval is recommended.</p>
LEGAL:	N/A

STOCK

MATERIAL BID PROPOSAL

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

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

Item Specification:

SEE ATTCHED SHEET

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	8 5/8"	O.D. .322" W.T., F.B.E. DUAL COATED, ERW X 52 STEEL LINE BORE PIPE Cartersville #	320	LF	\$ <u>49.30</u> Numerals	\$ <u>15,776.⁰⁰</u> Numerals	<u>3 weeks</u> Calendar Days
					<u>Forty Nine Dollars & thirty Cents Fr.</u> Words (Unit Price Only)		
TOTAL BID \$					<u>15,776.⁰⁰</u> Numerals		

BID PROPOSAL SUBMITTED BY:

AS
Name of Supplier

Paul Root
Name of Preparer

12-16-22
Date

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

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

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

STOCK

MATERIAL BID PROPOSAL

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

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

Item Specification:

SEE ATTACHED SHEET

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	6 5/8"	O.D. .280" W.T., F.B.E. DUALCOATED, ERW X 52 STEEL LINE PIPE Cartersville # 315027	500	LF	\$ 35.50' Numerals	\$ 17,750.00 Numerals	3 weeks Calendar Days
					<i>Thirty Five Dollars + Fifty Cents Ft.</i> Words (Unit Price Only)		
TOTAL BID \$					17,750.00 Numerals		

BID PROPOSAL SUBMITTED BY:

CPS
Name of Supplier

Paul Root
Name of Preparer

12-16-22
Date

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

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Line Stopper Fitting Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System requested bids for the purchase of two 8-inch Mueller Line Stopper Fittings. The fittings are associated with the relocation of City facilities in conflict with a GDOT bridge construction project over Dykes Creek in Floyd County. The manufacturer of the fittings, the Mueller Company, of Decatur, Illinois, submitted a quote of \$11,471.74 with a lead time of 240 days. No other vendors had these items in stock. This is a budgeted purchase and Council's approval is recommended.
LEGAL:	N/A



MUELLER CO, LLC
 GAS PRODUCTS DIVISION
 PHONE: (800) 798 3131
 FAX: (217) 425 7524
 ORDERS@MUELLERGAS.COM

Meeting: January 5, 2023 Item 9.
 Date: December 13, 2022

Expiration Date: January 14, 2023

Requester: RODNEY REYNOLDS
Req. Phone: (770) 387-5642
Req. Mobile:
Req. Email:
 rreynolds@cityofcartersville.org

Quote Name: 8 " H-17281 FITTING
Currency Type: USD
Job Name:

Acct #: 94031500
Customer Name:
 CARTERSVILLE GAS SYSTEM, CITY OF
 - CARTERSVILLE
Customer Address:
 155 OLD MILL ROAD
 CARTERSVILLE, GA 30120

CUST. ITEM NO.	QTY	PART #	DESCRIPTION	FOB	UNIT NET	LINE TOTAL
	2	017281 746	8" LINE STOPPER FITTING	Decatur	5,735.87	11,471.74

Total Amount: \$11,471.74

TERMS: 2% 15 Days, NET 30 Days

FOB FACTORY with full freight allowed on a single order having a list value over \$3500.00

NOTE: This quote number must appear on all purchase orders submitted to Mueller Co for quote prices to be valid. Requests for any product compliance certification must be made in writing at time of order for that particular product.

Send all PO's to ORDERS@MUELLERGAS.COM

Based on acceptance of Quoted Pricing within 30 Days of Quote Date. Mueller reserves the right to change prices prior to the expiration date due to the uncertainty of raw material pricing. Please reference job name or quote number on all purchase orders related to this quotation.

NOTES:

Sales Rep: BLAKE BATTLESON | (919) 588-0225 | bbattleson@muellergas.com
Inside Sales: DALE CANNON | (217) 425-7377 | dcannon@muellergas.com

Mueller Co, LLC's Terms and Conditions of Sale apply to this quotation. A copy of our Terms and Conditions of Sale can be downloaded from:
<https://www.muellergas.com/terms-conditions/>

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities where providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. MWP brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, Jones®, Mi.Net®, Milliken®, Pratt®, Singer®, and U.S. Pipe Valve and Hydrant. Please see muellerwp.com/brands to learn more.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 5, 2023
SUBCATEGORY:	Other
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Election Qualifying Fees 2023
DEPARTMENT SUMMARY RECOMMENDATION:	There is an election this year on November 7, 2023. City Council must approve the qualifying fees for candidates to run for office. These fees have not changed since the last election. The qualifying fees are as follows: Mayor - \$216; City Council - \$144; School Board - \$35. If approved, these qualifying fees will be advertised in the newspaper.
LEGAL:	NA