



CARTERSVILLE CITY COUNCIL MEETING

Council Chambers, Third Floor of City Hall
Thursday, March 07, 2024 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

Keith Lovell

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. February 15, 2024, Council Meeting Minutes

APPOINTMENTS

2. Development Authority of Cartersville
3. Planning Commission
4. Downtown Development Authority Board Member

OTHER

5. Friendship Plaza Amphitheater Shade
6. Friendship Plaza Capital Project Update

RESOLUTIONS

7. Creation of Festival Zone

FIRST READING OF ORDINANCES

- [8.](#) Speeding Violations
- [9.](#) Gas Rate Ordinance Amendment-Sec. 24-231
- [10.](#) Gas Rate Ordinance Amendment-Sec. 24-233
- [11.](#) Gas Rate Ordinance Amendment-Sec. 24-224
- [12.](#) Gas Rate Ordinance Amendment-Sec. 24-225
- [13.](#) Gas Rate Ordinance Amendment-Sec. 24-226

CONTRACTS/AGREEMENTS

- [14.](#) Asset Management Service
- [15.](#) Quiet Zone Construction Agreement
- [16.](#) Adairsville Street Sweeping-IGA
- [17.](#) Grassdale Road Sidewalks – Supplemental Agreement No. 3

BID AWARD/PURCHASES

- [18.](#) Commercial Dumpster Purchase
- [19.](#) Half-Ton Pickup
- [20.](#) Travelers Fiduciary Insurance Policy Renewal
- [21.](#) Travelers Auto Insurance Deductible Invoice
- [22.](#) Roof and Plumbing Repairs from Storm Damage
- [23.](#) Rope Rescue Equipment
- [24.](#) Purchase Paratech Heavy Rescue Stabilization Kit
- [25.](#) Lift Station Controls Upgrade
- [26.](#) Lift Station Pump Replacement
- [27.](#) Dump Trailer

CONTRACTS/AGREEMENTS

- [28.](#) Inspection of Trail Bridges
- [29.](#) Tennessee Street Recreation Center Design

[30.](#) Architectural and Engineering Services for New City Hall

[31.](#) Amendment to Services Agreement - Polco

SURPLUS EQUIPMENT

[32.](#) Surplus Equipment

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	February 15, 2024, Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from February 15, 2024, have been uploaded for your review and approval.
LEGAL:	NA

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:03 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Roth made a motion to enter Executive Session for the purpose of Personnel. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

Mayor Santini closed Work Session at 6:24 P.M.

OPENING MEETING

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Cordell.

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; Alyssa Cordell, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, City Attorney.

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

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. February 1, 2024, Council Meeting Minutes

Council Member Cooley made a motion to approve the February 1, 2024, Council Meeting Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

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

RESOLUTIONS

2. Authorize Agent for Opioid Litigation in General & Endo Ballot Form

Keith Lovell, City Attorney, stated this resolution appoints Dan Porta and Keith Lovell as the City's agents and authorizes them to sign documents related to any of the opioid litigation matters.

Council Member Fox made a motion to approve the Authorization Agent for Opioid

Reference Resolution # 07-24

BID AWARD/PURCHASES

3. Purchase Scott Epic 3 Voice Amps

Hagen Champion, Assistant Fire Chief, stated approval was being requested to purchase sixteen Scott Epic 3 Voice Amplifiers for the new firefighters. These voice amplifiers mount to SCBA masks and enhance the ability to communicate in hazardous environments. Quotes were requested from our single source Scott dealers and recommend the lowest-bidder American Safety and Firehouse for \$9,520.00. This is a budgeted item recommended for your approval.

Council Member Fox made a motion to approve the Purchase of Scott Epic 3 Voice Amps. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

4. Statewide Mutual Aid Agreement (ADDED)

Mr. Champion requested approval for the updated version of the Statewide Mutual Aid Agreement for Georgia. This is a request of Bartow County Emergency Management on behalf of the Georgia Emergency Management Agency. All municipalities within Bartow County have been asked to execute this document. This document is updated every four years, and our latest document was executed in 2019. This agreement is the basis for our ability to request aid during a time of disaster, assist others and is the vehicle used for the potential recovery of funds during mitigation and recovery if an incident is declared a disaster. There are no significant changes from our 2019 agreement.

Council Member Fox made a motion to approve the Statewide Mutual Aid Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

5. HVAC System Repair

Brian Friery, Gas Department Assistant Director, stated the Gas System's HVAC system failed causing a significant freon leak. The manufacturer recommended JC Lane Company of Milton, Georgia, to make the emergency repair. The cost of the repair was \$14,060.00. This repair was not a budgeted expense, but funds are available from gas revenues, and approval was recommended.

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

6. Odorant Purchase

Mr. Friery stated Federal regulations require us to odorize our natural gas. The Gas System's odorant supply is low and needs to be refilled. It was requested the purchase of 800 gallons of odorant to fill the tanks at our three delivery points. Odorization Solutions, Inc. of Pensacola, FL is the sole provider in this area and provided a quote of \$22,984.00. Depending on the delivery date, the actual amount delivered may vary. This is a budgeted item.

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

7. Plotter Replacement

Sidney Forsyth, Water Department Director, stated the Water Department plotter is over ten years old and no longer supported by the manufacturer. Repro Products, the City's current plotter service provider, quoted \$12,750.00 for a replacement HP DesignJet T2600. The item is in stock but will need to be held until it can be delivered to the new Water Department office. This is a budgeted item to be paid from account #505.3320.54.1301 and was recommended for approval.

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

8. Grassdale Road Water Main Bid Award

Mr. Forsyth stated approximately 8,850 linear feet of 12" and 8" water main need relocated and/or replaced in conjunction with roadway, drainage, and sidewalk improvements along Grassdale Road. Sealed bids were opened on January 25, 2024, with five (5) responsive bidders. Sweitzer Engineering recommends awarding the contract to the low bidder, HD-Excavations & Utilities, LLC of Dallas, GA, for a contract price of \$2,581,475.00.

Since this price is approximately 25% lower than the second low bid, extensive investigation of references and work record, current workload, and assurance from the company owner that there was no mistake nor oversight in their bid package. It was recommended to award this contract to HD-Excavations & Utilities of Dallas, Georgia. This request is a budgeted project to be paid from capital account #505.3320.54.1346.

Council Member Fox made a motion to approve the Grassdale Road Water Main Bid Award. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

9. Guardrail Repair (330 N. Erwin St)

Freddy Morgan, Assistant City Manager, stated this request is to approve the quotation to repair a damaged guardrail at 330 N. Erwin Street. Martin-Robbins Fence Company has provided a quote to repair the damage in the amount of \$8,295.00. We will pay Martin-Robbins for their repair work and pursue the responsible party's insurance company for reimbursement of our cost.

Council Member Cooley suggested possibly adding more reflectors to the guardrail.

Council Member Cooley made a motion to approve the Guardrail Repair at 330 N. Erwin St. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

10. SpryPoint Customer Portal Cogsdale Integration Document

Mr. Morgan stated SpryPoint has provided a Cogsdale Integration document that needs Council approval and an authorized signature from the mayor.

Council Member Fox made a motion to approve the SpryPoint Customer Portal Cogsdale Integration Document. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

11. Replacement Generator (ADDED)

Mr. Morgan stated the replacement generator would be for the new Electric Department and would cost \$44,053.00. Approval was recommended.

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

OTHER

12. Mayor and City Council 2024 Visioning Goals

Mr. Porta stated that Mayor and Council Members had been provided with the goals that were developed during the recent Visioning Session. The goals included projected timeline and funding sources and for the City Manager to move forward on these projects, and to get the go ahead from the Mayor and City Council that these are goals that you feel are important for us to accomplish in the year ahead. Please adjust as you feel necessary, so we can move forward to accomplish these goals.

Council Member Fox made a motion to approve the 2024 Visioning Goals. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

13. Overlook Deed of Dedications (ADDED)

Mr. Lovell stated the deed of dedication is for Overlook Parkway with multiple property owners. Approval was requested for the mayor to sign the Deed of Dedication for Prose, Arcadia, and the Raw Landowners.

Council Member Roth made a motion to approve the Overlook Deed of Dedications. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

14. Eighth Amendment – 178 W Main St. (ADDED)

Mr. Lovell stated this amendment is to reschedule the closing date to March 8, 2024. Approval was requested.

Council Member Roth made a motion to approve the Eighth Amendment to 178 W. Main Street. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

MONTHLY FINANCIAL STATEMENT

15. December 2023 Financial Report

Tom Rhinehart, Finance Department Director, reviewed the financial report from December 2023 and compared the numbers to December 2022.

OTHER

Aqui Wingo, 110 Johnson St. Apt. 7, came forward to inquire why there was an additional fee to pay utility bills online. Mr. Morgan addressed Mr. Wingo's inquiry by stating that all credit card surcharges are forwarded to the consumer.

Jason Traynor, 18 Burnt Hickory Connector, came forward to state that he just moved to Cartersville from New York and wanted to address the homeless population and crisis in Cartersville and in the United States. He suggested building tiny homes for these individuals and starting rehabilitation for these individuals.

ADJOURNMENT

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

Meeting Adjourned at 7:21 P.M.

/s/ _____

Matthew J. Santini

Mayor

ATTEST:

/s/ _____

Julia Drake

City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Development Authority of Cartersville
DEPARTMENT SUMMARY RECOMMENDATION:	If approved, Howard Smith will continue to serve on the Development Authority of Cartersville with a new term expiration of March 20, 2028.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Planning Commission
DEPARTMENT SUMMARY RECOMMENDATION:	Planning Commission member Travis Popham has resigned as of February 7, 2024. The new appointee for Ward 1 is Jay Milam. If approved, his term will expire on January 31, 2026.
LEGAL:	N/A

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name McLam Jay E
 (last) (first) (middle initial)

Address [REDACTED] Cartersville GA 30120
 (street)

Email Address [REDACTED]

Home Phone [REDACTED] Cell Phone [REDACTED]

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

Related Experience: Civic/Business/Other

Exchange Club Board member Current
Good Neighbor - Homeless shelter Board Member Past
Chamber Member, Business Owner since 2005

Personal References (list at least 3)

Gene Lee [REDACTED]
Kari Hodge [REDACTED]
Kevin McEwen [REDACTED]

Position Information

Board/Commission applying for: Planning Commission

Reason interested in position (please explain in space provided)

Life long Cartersville Resident who plans to Retire & live
in Cartersville the rest of my life. Married to a teacher
who sees the impact of growth in the classroom. Want
to see Cartersville continue to progress but in a manner
that maintains the quality of our city we all enjoy.

Applicant Signature [Signature]

Date 2/20/2024

Thank you for your interest in serving our community



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Downtown Development Authority Board Members
DEPARTMENT SUMMARY RECOMMENDATION:	The Downtown Development Authority Board Members recommend appointing Rachel Castillo to replace Matthew Thomas with a term expiration date of February 18, 2026.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Other
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Friendship Plaza Amphitheater Shade
DEPARTMENT SUMMARY RECOMMENDATION:	The DDA board is seeking approval for the installation of a sunshade structure around the amphitheater in Friendship Plaza. If approved, the DDA will apply for funding through the Mobile Hometown Grant. The grant offers \$50,000.00 (no match required) to help with shovel-ready community infrastructure projects. Should the grant application prove unsuccessful, the DDA would endeavor to raise the money by other means. The DDA would like to pursue this project to address the need for shade over the amphitheater seating, especially during the summer season. The board recommends option #2 from Korkat/Superior Shade.
LEGAL:	N/A

Affordable Awnings

Meeting: March 7, 2024 Item5.

partial area shade sails, three panels



Pavillion

S Public Sq SE

S Public Sq SE

S Public Sq SE

Affordable Awnings

Meeting: March 7, 2024 Item5.

partial area shade sails, three panels

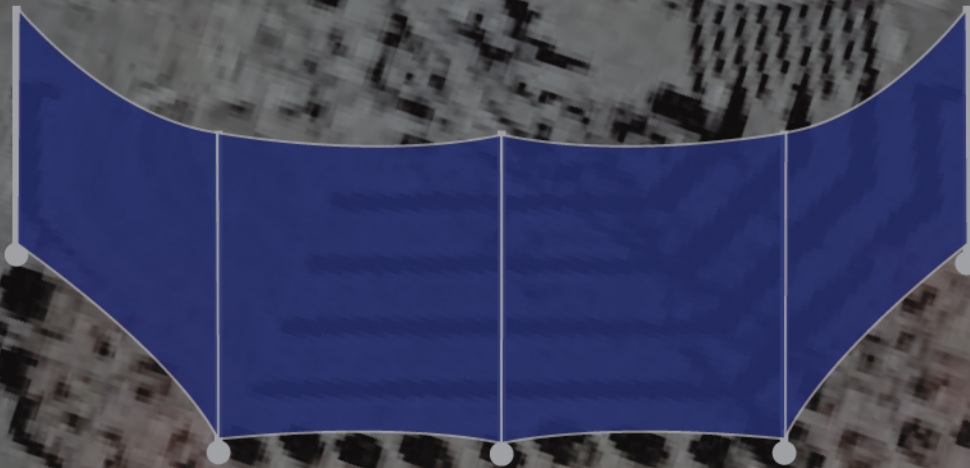


Kor Kat / Superior Shade

Meeting: March 7, 2024 Item5.

partial area cantilever shade

Pavillion



S Public Sq SE

S Public Sq SE

S Public Sq

Kor Kat / Superior Shade

Meeting: March 7, 2024 Item5.

partial area cantilever shade

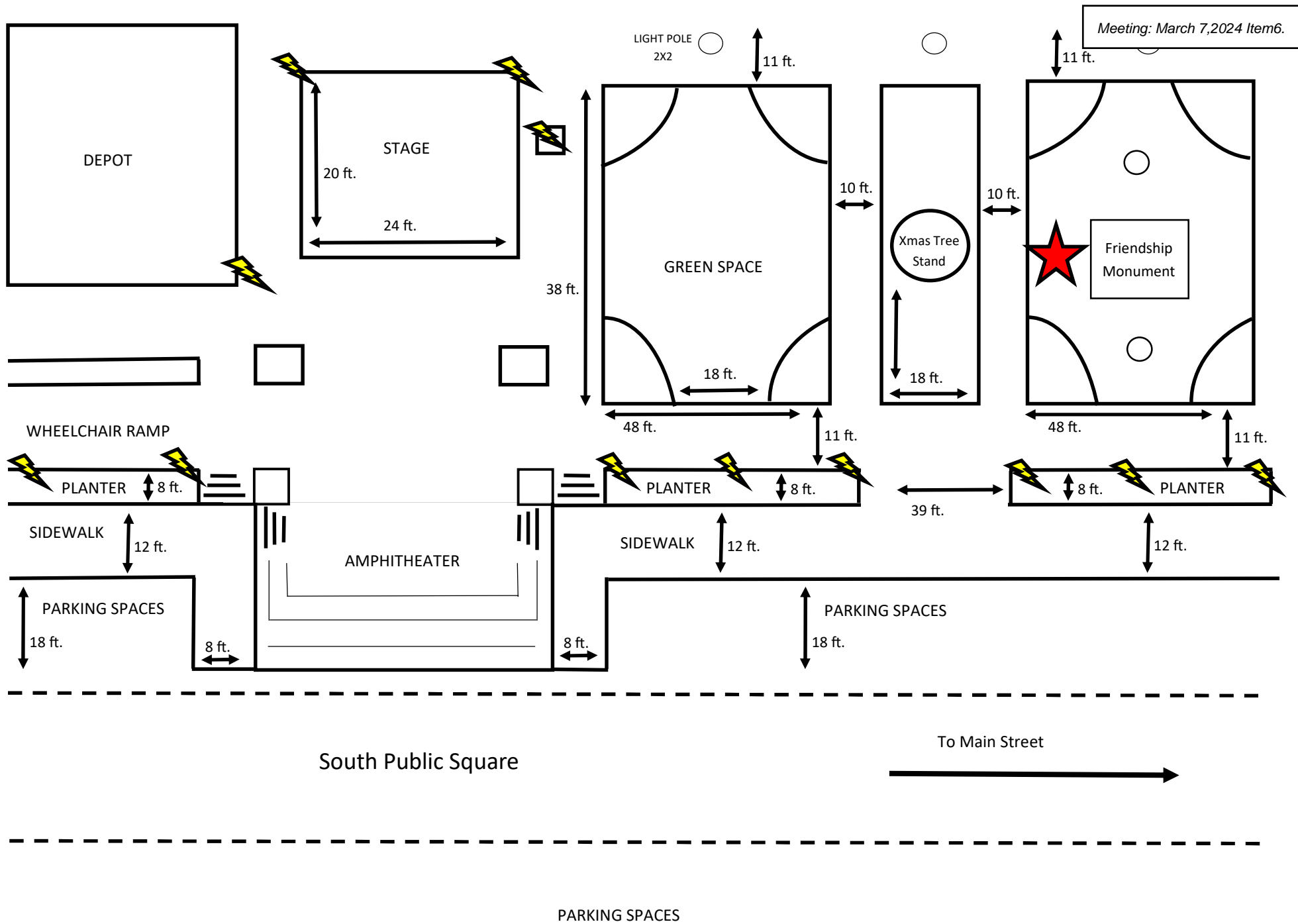




CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Other
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Friendship Plaza Capital Project Update
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Update on the Friendship Plaza Capital Project, approved July 17, 2021.</p> <p>Next project:</p> <p>Bench Swing (sponsored by Glenda Mitchell)</p> <p>Completed:</p> <ul style="list-style-type: none"> • Turf: \$ 26,871.25 – BID funds • Murals: \$17,000 – Grant & BID funds • Plaza Lights: \$7,125 – BID funds • Butterfly Garden: \$5,000 – Sponsorships & BID funds • Fence Lights: \$3,045.60 – BID funds. • Iron Butterfly Sculptures: (3) for \$2,500.00 – Sponsorships & BID funds. • Welcome Center Sign: \$1,200 – CVB funds. • Re-powder Coat Bench: \$725 – Sponsored <p>\$68,446.85 worth of improvements with no cost to the general fund.</p> <p>Also:</p> <ul style="list-style-type: none"> • Relocation of Jerry Wayne Gentry Memorial – assisted by Public Works. • Thinning and maintenance of existing trees – Atlanta Arbor • Removal of (9) dead/dying trees from planters – assisted by Public Works.
LEGAL:	N/A







CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024																								
SUBCATEGORY:	Resolutions																								
DEPARTMENT NAME:	Downtown Development Authority																								
AGENDA ITEM TITLE:	Creation of Festival Zone																								
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Request for creation of festival zones for:</p> <table> <tr> <td>April 20</td><td>BBQ and Brews (12-8pm)</td></tr> <tr> <td>April 25</td><td>Chamber Cookout (4-8pm)</td></tr> <tr> <td>May 2</td><td>Chamber Cookout rain date (4-8pm)</td></tr> <tr> <td>May 18</td><td>Music by the Tracks (7-9pm)</td></tr> <tr> <td>May 25</td><td>The Local Summer Concert Series (7-10pm)</td></tr> <tr> <td>June 8</td><td>The Local Summer Concert Series (7-10pm)</td></tr> <tr> <td>June 15</td><td>Music by the Tracks (7-9pm)</td></tr> <tr> <td>July 20</td><td>Music by the Tracks (7-9pm)</td></tr> <tr> <td>August 10</td><td>The Local Summer Concert Series (7-10pm)</td></tr> <tr> <td>September 21</td><td>Concert Under the Bridge (7-10pm)</td></tr> <tr> <td>October 12</td><td>The Local Summer Concert Series (7-10pm)</td></tr> <tr> <td>October 19</td><td>BBQ, Brews & BOOs (12-8pm)</td></tr> </table> <p>Staff recommends approval.</p>	April 20	BBQ and Brews (12-8pm)	April 25	Chamber Cookout (4-8pm)	May 2	Chamber Cookout rain date (4-8pm)	May 18	Music by the Tracks (7-9pm)	May 25	The Local Summer Concert Series (7-10pm)	June 8	The Local Summer Concert Series (7-10pm)	June 15	Music by the Tracks (7-9pm)	July 20	Music by the Tracks (7-9pm)	August 10	The Local Summer Concert Series (7-10pm)	September 21	Concert Under the Bridge (7-10pm)	October 12	The Local Summer Concert Series (7-10pm)	October 19	BBQ, Brews & BOOs (12-8pm)
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LEGAL:	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 20	BBQ and Brews
April 25	Chamber Cookout
May 2	Chamber Cookout rain date
May 18	Music by the Tracks
May 25	The Local Summer Concert Series
June 8	The Local Summer Concert Series
June 15	Music by the Tracks
July 20	Music by the Tracks
August 10	The Local Summer Concert Series
September 21	Concert Under the Bridge
October 12	The Local Summer Concert Series
October 19	BBQ, Brews & BOOs

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 7th day of March 2024.

/s/ _____
Matt Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk

Proposed areas for 2024 festival zones



To include:

Yellow box – BBQ and Brews (April 20 & October 19)

Red box - Concert Under the Bridge (September 21)

Green box – All other festival zone events



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administrative Department
AGENDA ITEM TITLE:	Speeding Violations
DEPARTMENT SUMMARY RECOMMENDATION:	This Ordinance Revision imposes an additional fine to individuals exceeding the speed limit by twenty miles or greater per hour, by the Court for multiple violations within a five-year period.
LEGAL:	N/A

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 13 – MUNICIPAL COURT. SEC. 13.20. – SPEEDING VIOLATIONS.** is hereby deleted in its entirety and replaced as follows as follows:

1.

Sec. 13-20. Speeding violations.

- (a) In addition to the fines imposed by the city for speeding violations under Georgia law and city ordinances, an additional amount is to be imposed for individuals exceeding the speed limit by twenty (20) miles per hour or greater, by the court for multiple violations within a five (5) year period as follows:

1st offense:	None
2nd offense:	\$100.00
3rd offense:	\$250.00
4th offense or greater:	\$500.00

- (b) In the event that this additional amount causes the total fine to exceed the limits imposed by the State of Georgia, then the amount over said limit shall not be assessed.

2.

This ordinance shall be effective as of March 22, 2024.

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: March 7, 2024
SECOND READING: March 21, 2024

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Gas Rate Ordinance Amendment-Sec. 24-231
DEPARTMENT SUMMARY RECOMMENDATION:	In reviewing our interruptible gas rates, we noticed that the PGC III rate rider adjustment of 4% was not consistent with the PGC I and PGC II rate rider adjustments of 7%. Therefore, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGCs, to increase capital improvement charges which helps to fund our gas infrastructure from \$0.228 to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in these ordinances.
LEGAL:	Approved by the City Attorney

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-231. GENERALLY. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-231. Generally.

- (a) *Applicability.* Except as specifically provided otherwise, these terms shall apply to gas service under all rate schedules.
- (b) *Load control provisions.* Firm and interruptible sales service supplied by the city under all rate schedules may be curtailed in whole or in part by city at any time or from time to time in such manner as city may elect when the same becomes necessary in the judgment of city by reason of an event of force majeure (as defined in the applicable rate schedule or contract with customer) or to accomplish any of the following:
 - (1) To protect essential human need uses, such as residences, hospitals, residential institutions, schools, etc.
 - (2) To implement curtailment or load control plans permitted to become effective, or ordered by, any governmental body or agency having jurisdiction with respect to city.
 - (3) To protect or maintain city's natural gas system.
 - (4) To satisfy city's storage injection requirements.

Interruptible sales service supplied by the city under all rates schedules or contracts also may be curtailed in whole or in part by the city at any time or from time to time when the same becomes necessary in the judgement of the city to supply the firm service requirements of any of its customers. In the event that the customer fails to comply with any curtailment notice or order of city reducing the customer's hourly or daily use of gas, city shall have the options, and the customer shall incur the obligations and liabilities, provided for in the city's applicable rate schedule. city will endeavor to give two (2) hours prior notice of curtailment and will endeavor to advise customers of impending curtailment with as much advance notice as possible. City will endeavor in good faith to use reasonable business efforts to curtail customers in a fair and equitable manner.

- (c) *Governmental regulation; pass-through provisions.* All of city's rate schedules and contracts for gas service are subject to the provisions of any federal or state statute, order, rule or regulation of any federal or state agency which may be applicable from time to time, requiring the pass-through of particular costs, including incremental gas costs, to particular customers or classes of customers of city, and to any other federal or state statute, order, rule or regulation applicable to city from time to time.
- (d) *Return check charge.* For handling costs, whenever a check, draft, negotiable order of withdrawal, or like instrument, received for services is not paid or is dishonored by the bank

or other depository institution upon which it is drawn, a bad check charge of fifteen dollars (\$15.00) shall be paid.

(e) *Service establishment charges.*

- (1) The charge for establishing an account for gas service to a customer at a particular location shall be based upon cost of equipment and installation expenses, unless otherwise provided in a written contract between the customer and the city.
- (2) The above charges do not apply to restorations of service subject to reconnection charges if there is an existing meter set at the premises, nor to temporary service to a builder, contractor or developer prior to occupancy of the premises, nor to a rental unit subject to a contract with the landlord providing that gas service shall continue during periods when the unit is not occupied by a tenant and that the landlord shall be responsible for the payment of bills for gas service until an account is established in the name of a new tenant.

(f) *Payment.* Bills are due when rendered at the net rate shown herein and shall be paid in full at the address designated in the bill or invoice to the customer. A penalty of ten (10) percent shall be added to all bills that are not paid on the date due as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills. In addition, service may be discontinued at the city's discretion on any bill that is fifteen (15) days or more overdue.

(g) City may supply gas from any standby or synthetic source, provided that the gas so supplied shall be reasonably equivalent on a BTU basis to the natural gas normally supplied hereunder.

(h) A capital improvement charge shall be applied to all purchased gas costs. Rate Codes 40, 40A, 47, 47A, 41, 41A, 48, 48A, 42, 43, 50 and 51 shall be \$.0228/therm. Rate Codes 44, 45, 45A, 46, 49 and 52 shall be \$0.26/decatherm.

(i) *Determination of therms or decatherms.*

- (1) For accounts billed in therms, the gas for any billing period, expressed in hundreds of cubic feet, shall be multiplied by the average BTU of the gas send-out as determined below and divided by one hundred thousand (100,000) in order to determine the number of therms consumed.
- (2) For accounts billed in decatherms, the gas for any billing period, expressed in thousands of cubic feet, shall be multiplied by the average BTU of the gas sendout as determined below and divided by one million (1,000,000) in order to determine the number of decatherms consumed.
- (3) The average BTU of the gas send-out for billing purposes shall be calculated for each calendar month from the weighted average BTU of natural gas delivered to city by the city's suppliers.

(j) *Miscellaneous service fees.*

- (1) *Reconnect fees.* Gas service that has been cut off for non-payment will be reinstated upon payment of the delinquent bill, late charge and reconnection fees. Once service has been cut off, payment will have to be in cash, by cashier's check, or money order. After hours reconnection will be in cases of emergency only.

Normal working hours \$50.00

After hours \$100.00

- (2) *Tampering fees.* Gas service cut off by the city for nonpayment that the customer has turned back on illegally will be reinstated upon payment of the bill, late charge, reconnection fee and a tampering fee.

Meters that had to be removed due to repeated tampering by the customer will be subject to a reinstallation charge.

Meters that are damaged or broken by customer tampering will be repaired or replaced at the customer's expense. Cost may include labor and equipment charges.

Tampering fee and re-installation fee shall be as indicated in section 24-21.

- (3) Gas accounts that require repeated trips by the servicemen may be subject to the following service charges:

Re-reads - No charge

Unnecessary re-reads \$50.00 from 8 am-5 pm and \$100.00 after 5 pm

Transfer fee \$50.00

- (4) *Heat only customers.* Gas customers that heat only and finalize their accounts each summer to avoid payment of monthly base rates will be required to pay a service charge when their gas is reconnected in the fall.

Service charge \$200.00 plus customer must have a deposit on file.

- (5) *Returned check fee.* Customers that have had three (3) checks returned by the bank will be required to pay all future payments in cash, by cashier's check, or money order.

Service charge \$50.00

- (k) In the event of a difference in the interpretation of the tariffs and rates of the city gas system, the city's interpretation will prevail.

- (l) *Definitions.* For purposes hereof:

British Thermal Unit or *BTU* means the amount of energy required to raise the temperature of one (1) pound of pure water one (1) degree Fahrenheit from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit.

Business day means any day from Monday through Friday each week, excluding, however, any holiday observed by the city.

Contracted capacity means the firm capacity that the city has contracted with Southern and Williams/Transco to serve the city's firm requirements whereas the city pays Southern and Williams/Transco a monthly reservation fee for the reservation of this firm capacity.

Contract demand means any natural gas volumes the city is required to contract with a third-party for additional capacity above the city's current contracted capacity.

Council means the City Council of Cartersville, Georgia.

Cubic foot means the quantity of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and at a temperature of sixty (60) degrees Fahrenheit.

Customer means any customer who is served under any applicable rate schedule.

Daily delivery service requirements means the average daily requirements of a customer during each billing period for delivery service from city under this rider.

Day means a period of twenty-four (24) consecutive hours beginning and ending at 8:00 a.m. Cartersville, Georgia time. The date of a day shall be that of its beginning.

Decatherm (DT) shall mean one million (1,000,000) BTUs.

Direct transportation service means the delivery by city to a customer of user-owned gas received by city from Southern or Transco.

Equivalent gas cost means the cost per therm of natural gas, adjusted for lost and unaccounted for, equivalent to the cost per therm, as delivered to the customer's burner tip or other point of utilization, of the customer's alternate fuel.

Excess capacity means the difference between the city's overall natural gas throughput delivered to the city's natural gas distribution system on any given gas day and the city's daily contracted capacity with Southern and/or Williams/Transco.

Excess receipt volumes or *banked volumes* means the difference between the volumes of customer-owned gas received into city's system for the account of the customer and the volumes delivered by city to the customer when the volumes thus received by city exceed the volumes thus delivered to the customer. All such volumes shall be adjusted for BTU content.

Excess take volumes means the difference between the volumes of customer-owned gas received into city's system for the account of the customer and the volumes delivered by city to the customer when the volumes thus received by city are less than volumes thus delivered to the customer. All such volumes shall be adjusted for BTU content.

FERC means the Federal Energy Regulatory Commission.

Force majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, exhaustion or depletion of city's stocks of peak shaving fuel, exhaustion or depletion of city's supply of underground storage gas, freezing of wells or lines of pipe, partial or complete curtailment of deliveries by city's suppliers, inability to obtain rights-of-way or permits or material, equipment or supplies, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of city and which by the exercise of due diligence city is unable to prevent or overcome.

Gas shall mean natural gas of merchantable quality consisting primarily of methane and conforming to the quality specifications contained in the Southern and Transco FERC Gas Tariffs.

Gas day means a period of twenty-four (24) consecutive hours beginning and ending at 10:00 a.m. eastern standard time. The date of a gas day shall be that of its beginning.

Index base rate means the cost per decatherm of natural gas, plus any adders, adjusted for lost and unaccounted for, equivalent to the cost per therm, as delivered to the customer's burner tip or other point of utilization, of the customer's alternate fuel.

Interruptible customer means a customer of the city who purchases gas or transportation on an interruptible basis under an interruptible schedule.

Interruptible sales service means the sale by the city of city-owned gas under an interruptible schedule.

Interruptible transportation service means the sale by the city of transportation under an interruptible schedule.

Mcf means one thousand (1,000) cubic feet of gas.

Month means a period of time beginning on the first day of any calendar month and ending on the first day of the next calendar month.

PGC means the purchased gas cost.

PGCI means an average cost calculated using the first of the month index from the publication *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." and *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; or the actual gas cost whichever is greater, plus seven (7) percent, and plus a \$5.825/decatherm demand charge or the projected yearly demand charges based upon Southern and Transco's current monthly demand charges as billed during the calendar month of consumption divided by the prior calendar year's firm consumption, or whichever is greater, plus any applicable surcharges, a two (2) percent add-on for lost and unaccounted for gas and a capital improvements charge. In the event the city's actual annual demand charges paid Southern is more or less than collected from the city's firm customers no adjustments will be made.

PGCII means an average cost calculated using the first of the month index from the publication *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." and *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; or the actual gas cost whichever is greater, plus seven (7) percent, plus Southern's one hundred (100) percent load factor transportation rate as billed during the calendar month of consumption plus any applicable surcharges, a two (2) percent add-on for lost and unaccounted for gas and a capital improvements charge.

PGCIII means an average cost calculated using the first of the month index from the publication *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." and *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; or the actual gas cost whichever is greater, plus seven (7) percent, plus any applicable surcharges and a two (2) percent add-on for lost and unaccounted for gas.

PGCIV means a cost calculated using the first of the month index from the publication "Inside FERC" for SNG or Transco, as applicable, or the actual gas cost whichever is greater, plus any applicable third-party transportation or capacity charges, plus seven (7) percent, plus any

surcharges, plus a two (2) percent add-on for lost and unaccounted for gas and any contractual costs to provide natural gas volumes whether the volumes are delivered or not.

Sales service means the sale by city to a customer of city-owned gas.

Service month means the month during which service is provided to a customer.

Southern or *SNG* means Southern Natural Gas Company or its successors.

Spot price means the average of the spot prices published by each of the following publications in the first issue of the month for delivery to the pipeline system of Southern during the month in which any unexcused failure by buyer to purchase or seller to deliver gas in accordance with the terms of the agreement occurs.

- (1) *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; and
- (2) *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index."

Therm means one hundred thousand (100,000) BTU's.

Total index cost means the index cost of spot gas plus the cost of transportation to the city's facilities by Southern Natural Gas and Williams Transco at the pipeline transportation rate, plus any applicable adders, adjusted for lost and unaccounted for gas.

Transco or *Williams/Transco* means The Williams Company Inc. or its successors.

Unauthorized gas shall mean the quantity of gas taken by the customer in excess of the hourly or daily amount specified by the city in a curtailment order.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Gas Rate Ordinance Amendment-Sec. 24-233
DEPARTMENT SUMMARY RECOMMENDATION:	For interruptible gas customers, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.
LEGAL:	Approved by the City Attorney

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-233. INDUSTRIAL INTERRUPTIBLE SERVICE. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-233. Industrial interruptible service.

- (a) *Availability of service under this rider.* To any regular natural gas customer on an interruptible basis for industrial purposes, but not residential or commercial purposes. A customer will qualify for this service if each of the following conditions is also met. However, the city reserves the right to refuse (a) to contract for firm use gas or (b) to make gas available where relationship between the average daily consumption and the maximum daily consumption indicates a forced or unusual usage on the maximum day in an attempt to qualify for the minimum daily consumption stated below.
- (1) The customer's daily delivery service requirements are one hundred (100) decatherms or more; provided, however, that city may, at its option, continue to provide industrial interruptible service to any customer receiving industrial interruptible service at the time of adoption of this rider.
 - (2) The city has determined that the city has gas delivery capacity in excess of the then existing requirements of other customers and the city also has available to it from its suppliers at the delivery point nearest to the customer an adequate supply of natural gas to meet the customer's requirements.
 - (3) The customer has contracted in writing the city for service under this rider on city's standard sales and transportation service agreement for a minimum period of twelve (12) months, which agreement shall, among other things, specify the daily delivery service requirements of the customer.
 - (4) The customer has proven to the city's satisfaction the ability to interrupt gas consumption, when required by the city.
- (b) *Presumed order of service.* Deliveries of gas to customers who purchase gas or delivery service from city on an interruptible basis in whole or in part under more than one (1) rate schedule shall be deemed to have been made in the following order:
- (1) For customers who receive service under any special discount program of the city, the first volume of gas delivered to the customer during the billing period up to the amount the customer has contracted to purchase under such rider shall be deemed to be delivered under such special discount program.
 - (2) The remaining volumes of gas delivered to the customer shall be deemed to be interruptible deliveries under the interruptible rate schedule applicable to customer.
- (c) *Rates.*

- (1) *Base rate.* The customer's base monthly bill, including any sales gas purchases not covered below, shall be determined by the applicable rate schedule.
- (2) *Authorized overrun gas.*
 - a. A customer whose service is curtailed under an interruptible schedule may request service from city under this rider.
 - b. Customer must request service from city under this rider on a day-by-day basis; however, city reserves the right to discontinue the furnishing of service under this rider by giving one (1) hour's notice.
 - c. When customer requests and is authorized service under this rider, by telephone or otherwise to city, such request will be recorded on city's records, and the volume of such service provided will be the amount shown by city's measuring equipment between the effective beginning of the curtailment period and the time of release of curtailment to customer under the interruptible schedule applicable to customer, less the volume of non-curtailed gas supplied during such period, if any. If not authorized hereunder, overrun gas shall be charged under the applicable provisions of the interruptible schedule under which the customer is receiving service.
 - d. Gas sold under this rider will be shown separately on city's invoice.
1. *Surcharge.* The charge for all decatherms purchased under this rider, in addition to the rates and charges otherwise payable under the interruptible schedule applicable to the customer is as follows:

Per decatherm \$3.00

2. *Billing for surcharge.* The surcharge applicable to gas purchased under this rider shall be payable at the same time and under the same conditions as the rates and charges for volumes provided in the interruptible schedule applicable to the customer.
- (3) *Unauthorized consumption of gas.* In the event the customer fails to comply with any curtailment order of city reducing either the customer's hourly or daily use of gas or takes gas in excess of the maximum amount specified in customer's contract with city without prior permission of city, city may elect in its sole discretion any or all of the following options:
 - a. To discontinue completely all deliveries to the customer during the day customer fails to comply with such curtailment order; or
 - b. To require customer to pay city a charge of two (2) times Southern and or Transco's natural gas penalty charge per decatherm for all unauthorized gas taken, in addition to the regular charge for such gas.
- (4) *Capital improvements.* A charge of \$0.26/decatherm shall be applied to all volumes for capital improvements.
- (d) *Character of service.*

- (1) All gas delivered under this rate schedule shall be subject to curtailment in whole or in part only after city has used reasonable efforts to give at least two (2) hours notice to customer by telephone or otherwise, except in force majeure or emergency conditions. City may curtail customers served under this rate schedule in such order and each customer to such extent as city deems necessary for the proper operation of its distribution system. Subject to the foregoing, curtailment by city hereunder shall be made pursuant to the load control provisions in effect from time to time. Upon notice of curtailment by city, the customer must promptly discontinue use of gas as provided in the curtailment notice.
- (2) It is contemplated that all gas received into city's system will be gas delivered out of a commingled stream from the pipeline system of Southern Natural Gas and Williams Transco. The service contemplated hereunder is of an industrial character and city does not guarantee the chemical composition or specific gravity of the gas delivered, nor does city guarantee such gas to be free from interruptions or fluctuations in delivery pressure or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. There is no warranty, express or implied, as to the fitness of gas delivered pursuant to this schedule for use in the customer's operations.

(e) *Terms and provisions of service under this rider.*

- (1) Except as expressly modified by the provisions of this rider, all of the terms, provisions, and conditions of the interruptible schedule (as made effective by the council from time to time) applicable to customer shall also apply to service by city to customer under this rider.
- (2) Notwithstanding other curtailment provision applicable to gas furnished by city, all deliveries under this rider shall be subject to curtailment by city only in order to protect or maintain city's natural gas system, or by reason of event of force majeure as defined in the applicable rate schedule or contract. City will endeavor to give two (2) hours prior notice of curtailment and will endeavor to advise customers of impending curtailment with as much advance notice as possible.
- (3) Contracts for service shall be in writing and specify in writing the monthly and hourly rates of consumption and shall be for a minimum period of one (1) year.
- (4) The amount of:
 - a. any sales, gross receipts, franchise, excise, privilege, occupation or other tax or charge whether imposed by statute or otherwise that city pays to any governmental body, based on, or determined by, the sale of gas hereunder, and
 - b. any charge paid by city to any gas supplier as a result of any sales, excise, gross receipts, or other taxes, license fee, or governmental charges imposed upon such supplier, based on, or determined by, the production, severance, manufacture, transportation or sale of gas hereunder, shall be added to and become a part of the charges to the customer under this rate schedule; provided, however, if any additional payments are imposed upon the customer by reason of this clause, the customer may by thirty (30) days' notice in writing to city, cancel his contract for service under this rate schedule and discontinue the use of natural gas service under this rate schedule.

- (5) When gas is delivered at a pressure in excess of 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of gas shall be corrected to a pressure of 14.73 pounds per square inch absolute. It is assumed that the atmospheric pressure is 14.4 pounds per square inch. The measurement of gas volumes shall be adjusted for deviation from Boyle's Law in accordance with generally accepted engineering practices through positive displacement meters at a pressure not in excess of twenty (20) pounds per square inch gauge, at which the gas shall be assumed to obey Boyle's Law.

Where rotary or turbine type meters are used on installations where customer's annual usage is more than thirty thousand (30,000) decatherms, all volumes measured by such meters shall be corrected to a base temperature of sixty (60) degrees Fahrenheit.

- (6) Gas purchased under this rate shall not be resold by the purchaser thereof in any manner, and city will discontinue service upon notice to the customer when it is determined that gas is being resold in violation of this provision of the rate schedule in the event the customer does not immediately discontinue such resale after such notice.
- (7) In the event either the city or its suppliers is unable, wholly or in part, by reason of force majeure or as a result of a curtailment plan permitted to become effective by the regulatory body having jurisdiction, to carry out its obligations, it is agreed that on giving notice of such force majeure as soon as possible after the occurrence of the cause relied on, the obligations of city so far as they are affected by such force majeure or curtailment plan shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.
- (f) *Additional terms and provisions.* Service under this schedule is subject to applicable ordinances, terms and conditions of service and rules and regulations of city, as enacted or approved by the city council of the city from time to time, as well as all current and future riders and tariff provisions made applicable to service under this schedule.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Gas Rate Ordinance Amendment-Sec. 24-224
DEPARTMENT SUMMARY RECOMMENDATION:	For interruptible gas customers, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.
LEGAL:	Approved by the City Attorney

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-224. GAS SYSTEM MANUFACTURING RATE SCHEDULE – INTERRUPTIBLE MANUFACTURING. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-224. Gas system manufacturing rate schedule—Interruptible manufacturing.

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 44 - interruptible - small - manufacturing.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.26/decatherm
Capacity fee	0.30/decatherm
Plus PGCI	/decatherm

- (c) *Code 46 - interruptible - large - manufacturing.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.26/decatherm
Capacity fee	0.40/decatherm
Plus PGCI	/decatherm

(d) *Code 49 - interruptible manufacturing incentive.*

Applicability. This rate is applicable to all customers with a minimum average consumption of three thousand (3,000) decatherms per day and using more than one hundred thousand (100,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.26/decatherm
Capacity fee	0.50/decatherm
Plus PGCI	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Gas Rate Ordinance Amendment-Sec. 24-225
DEPARTMENT SUMMARY RECOMMENDATION:	For interruptible gas customers, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.
LEGAL:	Approved by the City Attorney

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-225. GAS SYSTEM INTERRUPTIBLE RATE SCHEDULE – INTERRUPTIBLE INDUSTRIAL. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-225. Gas system interruptible rate schedule—Interruptible industrial.

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 45 - interruptible - industrial.*

Applicability. This rate is applicable to all industrial customers with a minimum consumption of one hundred (100) decatherms per day. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCI	/decatherm

- (c) *Code 45A - interruptible asphalt manufacturing facility.*

Applicability. This rate is applicable to all asphalt manufacturing facilities. All gas must be purchased from the City of Cartersville. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70

Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.26/decatherm
Capacity fee	0.30/decatherm
Plus PGCI	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Gas Rate Ordinance Amendment-Sec. 24-226
DEPARTMENT SUMMARY RECOMMENDATION:	For interruptible gas customers, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.
LEGAL:	Approved by the City Attorney

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-226. GAS SYSTEM INDUSTRIAL PROCESS FIRM RATE SCHEDULE. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-226. Gas system industrial process firm rate schedule.

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 50 - firm - small - industrial process.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises

Monthly service charge	\$500.00
1st 1,500 decatherms @	0.83
Next 1,500 decatherms @	0.73
Next 15,000 decatherms @	0.63
Next 82,000 decatherms @	0.51
All additional decatherms @	0.39
Plus PGCI	/decatherm

- (c) *Code 51 - firm - large - industrial process.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$500.00
1st 25,000 decatherms @	0.49
Next 75,000 decatherms @	0.41
Next 200,000 decatherms @	0.156
All over 300,000 decatherms @	0.15
Plus PGCI	/decatherm

(d) *Code 52 - firm - industrial process - contract demand.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one thousand (1,000) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$500.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.26/decatherm
Plus PGC IV	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Asset Management Service
DEPARTMENT SUMMARY RECOMMENDATION:	This asset management service will provide real-time information for Gas System vehicles. It tracks vehicle location, driver behavior, maintenance intervals, and fuel usage. This service will also aid in lowering response times to gas leak calls by determining the closest asset that is able to respond. This service is offered by Verizon Connect and requires a one-year contract with an annual cost of \$5,685.00. Bartow County is currently using this service and they are satisfied with it. This is a budgeted item and Council's approval to enter this contract is recommended.
LEGAL:	Approved by Archer & Lovell

SERVICES ORDER FORM

Meeting: March 7,2024 Item 14.



Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com

GENERAL INFORMATION					
Order Date: March 4, 2024		Customer Reference Number:		VCF Salesperson Name: Sarah Crisp	Region: CA
Company Name: City of Cartersville Natural Gas			Officer or Owner: Michael Dickson		Telephone: +14048673504
Address (Mailing or Invoicing Address): 165 OLD MILL RD			Officer/Owner Email Address: mdickson@cityofcartersville.org		Cell Phone: 7703875642
City: CARTERSVILLE		State: GA	Zip Code: 30120	Installation Contact if other than Officer/Owner:	Telephone:
Please advise your VCF scheduler if there are multiple shipping or installation addresses				Accounts Payable Contact, if other than Officer/Owner:	Telephone:
				Email:	

SUBSCRIPTION SERVICES:			
QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
25	Vehicle Tracking Subscription	18.95 USD	473.75 USD

TOTAL Monthly AMOUNT		473.75 USD
<p>Agreement Length: 12 Months from the Subscription Start Date.</p> <p>The "Subscription Start Date" is the earlier of (i) the date of installation of any Equipment or (ii) passage of 90 days after the date of shipment. The monthly bundled rate for is invoiced monthly on the first of the month following the month of the Subscription Start Date if Customer elects to be invoiced monthly.</p> <p>If Customer elects to be invoiced annually, the monthly bundled rate for twelve (12) months is invoiced as a lump sum on the first of the month following the month of the Subscription Start Date. Billing for each ordered subscription shall start at the earlier of (i) the date of installation of the applicable Equipment or (ii) the passage of 90 days after the date of shipment.</p> <p>This promotion is available to new and existing Reveal Sourcewell contract customers. Purchasers of Reveal Vehicle Tracking Subscription or purchasers of both Reveal Vehicle Tracking Subscription and Road-facing AI Dashcam or Dual Channel AI Dashcam and Video Subscription will qualify for a 50% off discount for 3 months. Requires minimum 12 month subscription. Discount will begin in month 1 of contract agreement and will be applied over 3 months. Promo credits end if eligibility requirements are no longer met. We reserve the right to charge the amount of the credit to your account if you cancel service or drop a qualifying service during the credit period. May not be combined with any other offers or promotions; must be purchased from a Verizon Connect representative; subject to credit review and a deposit may be required; excludes unit rewrites. Early termination fees and other taxes, fees and terms may apply. In the event of a conflict between the terms of this promotion and the terms in the customer contract, including but not limited to terms regarding minimum purchase obligations, the terms in the customer contract govern. Offer valid through March 31, 2024 or while supplies last. (c) 2024 Verizon</p>		Excludes Applicable Taxes and Fees

ONE-TIME FEES (per Occurrence):				
QUANTITY	DESCRIPTION		AMOUNT	EXTENDED PRICE
Total One-Time Fees			0.00 USD	
COVERT INSTALLATION: Unknown			EXCLUDES APPLICABLE TAXES AND FEES	

ORDER TERMS:
Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect NWF Inc.(VCN) (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) that are in effect as of the date the order was received by VCN ("Sourcewell Contract"). The Sourcewell Contract terms and conditions are available at https://www.sourcewell-mn.gov/cooperative-purchasing/020221-nwf . If, in accordance with the terms of the Sourcewell Contract, Customer and VCN have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order.
Unless otherwise specified, this Order Form is valid for 30 days after the Order Date. Please remit a signed copy of this Order Form to your VCF Salesperson.

SERVICES ORDER FORM

Meeting: March 7,2024 Item14.

Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com



within the validity period.

INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):

Customer Name:
City of Cartersville Natural Gas

By (signature)

Date:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Quiet Zone Construction Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The City of Cartersville has a construction agreement from CSX Transportation, Inc. to provide labor, materials, technical assistance, and approval necessary from CSX Transportation, Inc. to establish a quiet zone at Carter St., Cherokee Ave., Main St., Leake St., and West Ave. crossings. Improvements to the crossing gate arms have already been made at the Main St. crossing to help establish this quiet zone.</p> <p>The total of the agreement from CSX Transportation is \$1,828,001.00. This is a budgeted item that will be paid for by the 2020 SPLOST.</p> <p>Public Works recommends approval of this agreement.</p>
LEGAL:	Reviewed by Archer & Lovell

**Establishing QZ and PEDX
340439J, 340441K, 340442S, 340445M
Atlanta Zone, Wand A Subdivision
CSXT OP GA2589**

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **City of Cartersville**, a municipal corporation of the State of Georgia (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, **Establishing a quiet zone at 5 crossings in the city of Cartersville, Bartow County, Georgia; at DOT’s: 340439J, 340440D, 340441K, 340442S, 340445M; in the Atlanta Zone; W and A subdivision (the “Project”).**
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

Project Plans and Specifications

- 1.1 **Preparation and Approval.** Pursuant to **Exhibit A** of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as

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prepared or approved by CSXT, are referred to as the “Plans”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT’s contractual obligations, including, but not limited to, CSXT’s existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency’s sole cost and expense.
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **July 25, 2026**, unless the parties mutually agree to extend such date.

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3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“Contractors”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

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4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over

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public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties.
- 6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred

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by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

• At Grade Crossings

- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.
- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential,

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incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

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13. “Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
ATTN: Todd Allton

If to Agency: City of Cartersville
330 S. Erwin St.
Cartersville, GA 30120
ATTN: Tommy Sanders

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

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18. Applicable Law This Agreement shall be governed by the laws of the State of **Georgia**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Cartersville

By: _____

Name: Julia Drake

Title: City Clerk

By: _____

Name: Matthew J. Santini

Title: Mayor

CSX TRANSPORTATION, INC.

By: _____

Name: _____

Title: _____

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**EXHIBIT A
ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Construct sidewalks at West Ave, Leake St, and Cherokee St.
 - 2. Construct concrete curb and extend culverts as necessary at Carter St.
- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Changes in communication and signal lines.
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of CSXT.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

GA2589; Cartersville, GA Quiet Zone Crossings Sidewalk Work

SHEET	DESCRIPTION	PREPARER	DATE
1 of 5	Project Notes		6/21/23
2 of 5	West Ave. Crossing and Sidewalk Construction	Atlas	6/21/23
3 of 5	Leake St. Crossing and Sidewalk Construction	Atlas	6/21/23
4 of 5	Cherokee St. Crossing and Sidewalk Construction	Atlas	6/21/23
5 of 5	Carter St. Crossing and Supporting Construction	Atlas	6/21/23

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EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the **City of Cartersville**.

“Agency Representative” shall mean the authorized representative of **City of Cartersville**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or

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its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

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CSXT OP GA2589**

- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and

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Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

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- d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

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- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities installed pursuant to this Agreement on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

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XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

ACCT. CODE : 709 - GA2589

Form Revision
04/20/23

ESTIMATE SUBJECT TO REVISION AFTER:

1/2/2025

DOT NO.:

340439J,
340440D,
340441K,
340442S,
340445M

CITY: Cartersville

COUNTY: Bartow

STATE: GA

DESCRIPTION: FAE for Installation of all new warning system to include CWT and four-quad gates as part of a Quiet Zone at Carter Street, Cherokee Avenue, East Main Street, Leake Street and West Avenue adjacent to CSXT; DOT 340439J, 340440D, 340441K, 340442S, 340445M, Atlanta Zone, W And A Subdivision, MP# OWA 47.32, OWA 47.45, OWA 47.55, OWA 47.62, OWA 47.94.

ZONE: Atlanta

SUB-DIV: W And A

MILE POST:

OWA 47.32,
OWA 47.45,
OWA 47.55,
OWA 47.62,
OWA 47.94**AGENCY PROJECT NUMBER:****PRELIMINARY ENGINEERING:**

212	Contracted & Administrative Engineering Services - Crouch Engineering	\$	16,600
212	Contracted & Administrative Engineering Services - CSXT Real Estate Research Fee	\$	-
212	Signal Contract Engineering - Survey/Design/Estimate	\$	29,000
212	Signal Contract Engineering - Signal Assistant	\$	12,500
212	Contracted & Administrative Engineering Services - CSXT	\$	2,500
Subtotal		\$	60,600

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services - Crouch Engineering	\$	63,600
212	Contracted & Administrative Engineering Services - Signal Assistant	\$	6,500
212	Contracted & Administrative Engineering Services - CSXT	\$	2,500
Subtotal		\$	72,600

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	<u>0</u>	Days @	<u>\$ 350.00</u>	\$	-
50	Labor (Foreman/Inspector)	<u>75</u>	Days @	<u>\$ 504.00</u>	\$	37,800
70	Additive	128.00%	(Transportation Department)		\$	-
50	Additive	160.00%	(Engineering Department)		\$	60,480
Subtotal					\$	98,280

SIGNAL & COMMUNICATIONS WORK:

\$ 1,596,521

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 1,828,001

900 **CONTINGENCIES:**

0.00%

\$ -

PROJECT TOTAL:

\$ 1,828,001

CURRENT AUTHORIZED BUDGET:

\$ 60,600

TOTAL SUPPLEMENT REQUESTED:

\$ 1,767,401

DIVISION OF COST:

Agency 100.00%
Railroad 0.00%

\$ 1,828,001
\$ -
\$ 1,828,001

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: M Moawad, Crouch Engineering

Approved by: CTA

CSXT Public Project Group

DATE: 01/03/24

REVISED:

DATE: 01/04/24

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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

Payment Date

Payment

Total:

PAYMENT SUBMISSION FORM

Project Description: _____

CSXT OP# _____ (To be filled in by CSXT)

Mail this form, along with your paper check (do not send the Agreement) to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

Send a **photocopy** of the check and this form via email/mail to:

**Todd Allton
Project Manager II - Public Projects
1590 Marietta Blvd
Atlanta, GA 30318
Todd.Allton@csx.com
Phone# 904-588-8861**

Please CC: ahenry@crouchengineering.com

Send Payment(s)

For Paper Checks, ACH and Wires:
CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192

**Acct# 1219082172
ACH ABA# 267084199**
Please email this form to Todd Allton
when payment goes out.

Payment due prior to work commencing

(All information below to be completed by Agency providing Payment)

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	_____

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

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e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

(i). Broad Form Nuclear Exclusion - IL 00 21

- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to: ahenry@crouchengineering.com and csxpublicprojects@crouchengineering.com
2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I**CONTRACTOR'S ACCEPTANCE**

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between **City of Cartersville** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Adairsville Street Sweeping-IGA
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This Intergovernmental Agreement with the City of Adairsville allows for the City of Cartersville Public Works to perform street sweeping of approximately twenty-eight lane miles of GDOT routes within the corporate limits of the City of Adairsville once every four months. The City of Adairsville has agreed to reimburse the City of Cartersville for our costs, which are outlined in the agreement.</p> <p>Public Works recommends approval of this IGA pending the City of Adairsville's approval on March 7th, 2024.</p>
LEGAL:	Reviewed by Archer & Lovell

STATE OF GEORGIA
COUNTY OF BARTOW

**STREET SWEEPING SERVICES
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the City of Adairsville, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "Adairsville"), and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as the "Cartersville").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Adairsville desires to contract with Cartersville for the provision of Street Sweeping Services under the terms and conditions as herein provided; and

WHEREAS, Adairsville and Cartersville desire to enter into an agreement for the purpose of Street Sweeping Services within the City of Adairsville; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, Adairsville and Cartersville deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, inter alia; and

WHEREAS, the City Council of Adairsville has reviewed this Agreement and did, at the regular meeting of the city council held on 06-13-19 authorize its Mayor to sign this Agreement; and

WHEREAS, the City Council of Cartersville has reviewed this Agreement and authorized its Mayor to sign this Agreement.

NOW, THEREFORE in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged it is hereby agreed as follows:

1.

The City of Cartersville will provide Street Sweeping Services to the City of Adairsville as outlined below:

- Work will be performed on Highway 140 from 6793 Highway 140 (Bartow County Fire Station) east to 1193 Highway 140 (Seventh Day Adventist Church) and US Highway 41 from Hardwood Ridge Drive south to Manning Mill Road.
- This is an estimate of approximately 28 lane miles per sweeping event.
- The frequency of this service will be performed on a quarterly basis.
- Estimated hours per sweeping event, including mobilization, is 16 hours.
- Cost per hour of sweeping, including equipment and driver) is \$125/hour.

2.

This Agreement shall commence as of July 1, 2024 and terminate on June 30, 2025 unless otherwise terminated in accordance with the other provisions of this Agreement; provided, however, this Agreement shall automatically continue from year to year (for a maximum of 5 years) unless terminated for cause or convenience and after a written notice of not less than ninety (90) days before the annual renewal date. In the event that an adjustment to this Agreement is desired by either party during the annual ninety-day renewal period, such adjustment shall be mutually agreed upon and the Agreement revised, amended, approved and signed by the appropriate authorities for each party; otherwise, this Agreement shall terminate as of the date specified or at the end of any renewal term.

4.

Either party may terminate this Agreement as a matter of convenience at any time during any year after giving written notice of the proposed termination not less than ninety (90) days prior to the proposed termination date.

5.

Time is of the essence in the performance of this Agreement.

6.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties relating to Street Sweeping Services. Any alterations of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

IN WITNESS WHEREOF, the City of Cartersville and the City of Adairsville have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals on the day and year first written above.

Attest:

CITY OF CARTERSVILLE, GEORGIA

Julia Drake, Clerk

Matt Santini, Mayor

Attest:

CITY OF ADAIRSVILLE

Lisa Donald, Clerk

Kenneth Carson, Mayor



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March, 7 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Grassdale Road Sidewalks – Supplemental Agreement No. 3
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The City of Cartersville has a supplemental agreement from Southeastern Engineering for them to assemble all necessary contract documents required to advertise and successfully award the project to construction. There has been \$3,506,749.00 approved for the construction and \$190,105.00 for project-associated utility work through the Transportation Alternatives Program (TAP) grant.</p> <p>The total of the agreement from Southeastern Engineering is \$7,500.00. This is a non-budgeted item that will be paid for by SPLOST and split between Bartow County and the City of Cartersville. Public Works recommends approval of this agreement.</p>
LEGAL:	Reviewed by Archer & Lovell



2470 Sandy Plains Rd
Marietta, GA 30066
P (770) 321-3936
F (770) 321-3935

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement.

CLIENT: City of Cartersville
Attn: Steven Foy, PE, PTOE
Public Works Engineer
PO Box 1390 / 330 S. Erwin Street
Cartersville, GA 30120

PROJECT NAME: GDOT PI No. 0016628, City of Cartersville Transportation Alternative Program (TAP) Sidewalks along Grassdale Road – Supplemental Agreement #3 for Construction Contract Documents

PROJECT UNDERSTANDING

SEI understands that the City of Cartersville needs Construction Contract Documents developed to advertise GDOT TAP Project PI 0016628 sidewalks along Grassdale Road for construction.

SCOPE OF SERVICES

Supplemental Agreement #3, Task 14 – Contract Documents, Advertisement, Bid Support & Awarding Contract

SEI will assemble all the necessary contract documents required to advertise and to successfully award the project to construction. SEI will advertise the project to available bidders and provide applicable plan sheets & contract documents to all interested bidders. If a Pre-Bid meeting is needed, SEI will attend and conduct the pre-bid meeting. SEI will attend the bid opening and the preconstruction meeting if needed.

COMPENSATION

PLEASE INITIAL EACH AUTHORIZED TASK BOX WHERE THERE IS A FEE:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Supplemental Agreement #3, Task 14 – Contract Documents, Advertisement, Bid Support & Awarding Contract	\$7,500.00	Monthly, % Complete of Lump Sum	
Total	\$7,500.00		

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction. Direct expenses are included in the fees subtotaled in the above table.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☒ GDOT or other agency coordination
- ☒ Community coordination meetings
- ☒ Graphic design
- ☒ Traffic engineering services
- ☒ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☒ Utility coordination
- ☒ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☒ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

	<u>Rates per Hour</u>
Environmental Scientist 1:	\$ 85.00
Environmental Services Manager:	\$ 125.00

Planning and Landscape Architecture Personnel:

Administrative:	\$ 60.00
Technician:	\$ 60.00
Land Planner:	\$ 125.00
Landscape Architect:	\$ 135.00

Engineering Personnel:

Administrative:	\$ 70.00
Technician:	\$ 75.00
LiDAR/GIS Technician:	\$ 105.00
Remote Sensing Specialist:	\$ 125.00
Designer I:	\$ 75.00
Designer II:	\$ 95.00
Designer III:	\$ 115.00
Engineer I:	\$ 105.00
Engineer II:	\$ 125.00
Engineer III:	\$ 160.00
Project Manager:	\$ 175.00
Senior Project Manager:	\$ 185.00
Project Controls Manager:	\$ 115.00
Director/Principal:	\$ 250.00

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$ 120.00
Field Crew: (2 Man)	\$ 180.00
Field Crew: (3 man)	\$ 230.00
Survey Technician 1:	\$ 85.00
Survey Technician 2:	\$ 105.00
Survey Technician 3:	\$ 120.00
Administrative:	\$ 70.00

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Division Manager: (PLS)	\$ 195.00
Project Manager: (PLS)	\$ 160.00
Associate Project Manager: (LSIT)	\$ 130.00
Field Coordinator:	\$ 125.00

I:\1178 City of Cartersville Mayor\1178-19-135 Grassdale Road Sidewalks\Contract Admin\Supplemental Agreement #3\24-0229 GDOT PI No. 0016628 City of Cartersville TAP Supplemental Agreement #3.docx

Initials _____/_____

Client / SEI

ATTACHMENT C

GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. The Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge,

whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 15, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Commercial Dumpster Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Solid Waste Division of Public Works received three quotes from various solid waste vendors for commercial dumpsters ranging from 4 yards to 8 yards in size. The lowest price for equivalent quantities was from Lewis Steel Works, Inc. from Wren, Georgia. The amount (including shipping) is \$26,940.00.</p> <p>This is a budgeted item and Public Works recommends approval to purchase these dumpsters from Lewis Steel Works, Inc.</p>
LEGAL:	N/A

Lewis Steel Works, Inc
P.O. Box 338
613 South Main Street
Wrens, GA 30833
USA

Sales Order
Sales Order Number
321231-8730

Sales Order Date
Jan 29, 2024

Voice: (706) 547-6561
Fax: (706) 547-3020

Page:
1

Sold To:
CITY OF CARTERSVILLE
330 SOUTH ERWIN ST
CARTERSVILLE, GA 30120
USA

Ship To:
CITY OF CARTERSVILLE
1 INDUSTRIAL DRIVE
CARTERSVILLE, GA 30120
USA

Customer ID	PO Number	Customer Telephone No.
C-03598-01		770-387-5602 Office
Customer Contact	Shipping Method	Payment Terms
Gary Brawner	Wrens Diesel	Net 30 Days

Quantity	Item	Description	Unit Price	Extension
7.00	8YDNBPL	8 YARD NOTCH BACK CONTAINER WITH PLASTIC LIDS - PAINTED: GREEN	995.00	6,965.00
7.00	SERIAL NUMBERS	SERIAL NUMBERS		
3.00	4YDNBPL	4 YARD NOTCH BACK CONTAINER WITH PLASTIC LID - PAINTED: GREEN	595.00	1,785.00
3.00	SERIAL NUMBERS	SERIAL NUMBERS		
8.00	8YDSLPL	8 YARD SLANT FRONT WITH PLASTIC LIDS - PAINTED: GREEN	995.00	7,960.00
8.00	SERIAL NUMBERS	SERIAL NUMBERS		
9.00	6YDNBPL	6 YARD NOTCH BACK WITH PLASTIC LIDS - PAINTED: GREEN	905.00	8,145.00
9.00	SERIAL NUMBERS	SERIAL NUMBERS		
3.00	FREIGHT	FREIGHT/ LOAD \$695	695.00	2,085.00
1.00	TRAILER NUMBER	TRAILER NUMBER		

Subtotal 26,940.00

Sales Tax

Freight 0.00

TOTAL ORDER AMOUN 26,940.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works-Solid Waste
AGENDA ITEM TITLE:	Half Ton Pickup
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Solid Waste Division of Public Works received three sealed bids for a half-ton, extended cab pickup truck. The lowest, most complete bid is from Prater Ford in Calhoun, Georgia for an amount of \$45,411.00.</p> <p>This is a budgeted item. Public Works and the City Garage Staff recommend approval to purchase this half-ton pickup from Prater Ford.</p>
LEGAL:	NA

2024 Ford F150 solid waste department

Buster Miles Ford / Alabama \$38,500 10-day delivery

Offering a new 2022 F150 Crew Cab with a v6 engine.

We were asking for a current year vehicle extended cab with a V8 engine.

Klick Lewis Chevrolet / Pennsylvania \$48,950 8 weeks delivery

Offering a Chevrolet they did not provide supporting specs for this vehicle.

This does not allow us to compare with other bids turned in.

Prater Ford / Georgia \$45,411 8-12-week delivery

Followed the posted Bid specs. Included changes were the bid spec couldn't be met.

These changes were acceptable I recommend going with this vendor for our truck bid.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administrative
AGENDA ITEM TITLE:	Travelers Fiduciary Insurance Policy Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	The City has received an insurance renewal policy with Travelers Insurance Company for fiduciary insurance coverage for \$11,891.00. This is a budgeted request and recommended for approval.
LEGAL:	N/A



February 28, 2024

RE: Benefit Plan: CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120-1390

Insurance Representative: Watkins Insurance
PO Box 1179
CARTERSVILLE, GA 30120

Expiring Policy Number: 107607869

Policy Period: March 28, 2024 to March 28, 2025

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online[®], the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

Meeting: March 7, 2024 Item 20.

LIABILITY COVERAGES:

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
Designated Benefit Plan Fiduciary Liability	\$2,000,000 for all Claims	N/A	\$5,000(A) for each Claim under Insuring Agreement A	09/21/2015	09/21/2015

TOTAL ANNUAL PREMIUM - \$11,891.00

(Other term options listed below, if available)

COVERAGE DETAILS:

Settlement Program Limit of Liability: \$250,000 for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability

HIPAA Limit of Liability: \$1,500,000 which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability

502(c) Penalties Limit of Liability: \$250,000 which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: 75%

Additional Months: 12

Run-Off Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: N/A

Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

ANNUAL REINSTATEMENT:

Liability Coverage Limit of Liability: N/A

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$11,891.00	\$0.00	\$0.00	\$11,891.00	\$11,891.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

DBP-15001-1112 Designated Benefit Plan Fiduciary Liability Coverage Declarations

DBP-16001-1112 Designated Benefit Plan Fiduciary Liability Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement

AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement

DBP-17010-1112 Georgia Changes Endorsement



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administrative
AGENDA ITEM TITLE:	Travelers Auto Insurance Deductible Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	In July 2023, a city employee was involved in an accident and the city was at fault and is responsible for payment of the auto insurance deductible, therefore, I recommend approval to pay \$25,000.00 to Travelers for this insurance deductible. This is a budgeted item within the Property and Casualty Insurance Fund.
LEGAL:	N/A



Meeting: March 7, 2024 Item 21.

DEDUCTIBLE / SELF-INSURED INVOICE

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
1H538911-810	5001C3085	02/29/2024	000641032	03/15/2024	25,000.00

MAIL PAYMENT TO:
TRAVELERS
13607 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

PAYER:
CITY OF CARTERSVILLE
P.O. BOX 1390
CARTERSVILLE GA 30120

RETURN THIS PORTION WITH YOUR CHECK MADE PAYABLE TO TRAVELERS.
PLEASE WRITE THE POLICY & ACCOUNT NUMBER ON YOUR CHECK.



PAGE 1

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
1H538911-810	5001C3085	02/29/2024	000641032	03/15/2024	25,000.00

CURRENT CHARGES

CLAIM#: FQG9598 **DATE OF LOSS:** 07/06/2023
DESCRIPTION: INSURED VEHICLE WAS MAKING A LEFT TURN AT AN
INTERSECTION AND STRUCK A

CLAIMANT: JASON BARRON

LOSS 25,000.00
CLAIM TOTAL 25,000.00

TOTAL CLAIM(S) DUE \$25,000.00

ACCOUNT SUMMARY

CURRENT CHARGES	25,000.00
PAST DUE CHARGES	0.00
UNAPPLIED PAYMENTS	0.00
TOTAL DUE	25,000.00
DISPUTED ITEMS	0.00
ACCOUNT BALANCE	25,000.00

INSURED NAME: CITY OF CARTERSVILLE
AGENT NAME: APEX INS AGENCY LLC
AGENT PHONE: (770) 441-1888

CONTACT YOUR AGENT LISTED ABOVE IF YOU HAVE QUESTIONS RELATED TO YOUR POLICY OR COVERAGE.

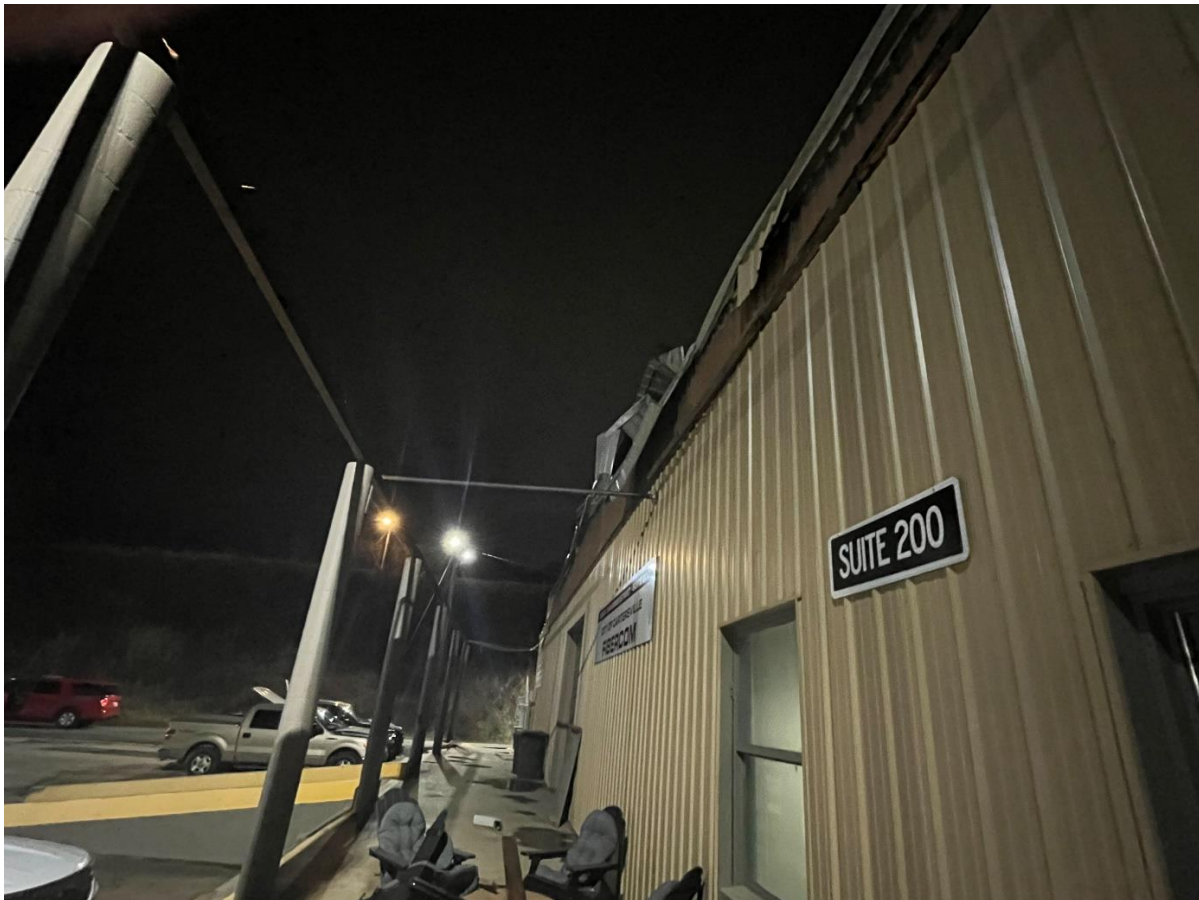
FOR BILLING QUESTIONS, PLEASE CONTACT YOUR ACCOUNTING SPECIALIST
MARCELLE FOLEY AT 1-860-954-5010 OR EMAIL MYFOLEY@TRAVELERS.COM



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024															
SUBCATEGORY:	Bid Award/Purchases															
DEPARTMENT NAME:	Administrative															
AGENDA ITEM TITLE:	Roof and Plumbing Repairs from Storm Damage															
DEPARTMENT SUMMARY RECOMMENDATION:	<p>On February 12th, our city building located at 500 S. Tennessee Street sustained damage from significant winds that tore off the front porch of the building and damaged the natural gas service line, fiber conduit, and part of the roof. Fortunately, this occurred in the evening, and no one was injured. We had to contract with All Top Roofing to secure the building so that no more damage would occur until the insurance company could inspect the damage and approve the repairs. We also contracted with Gilstrap Plumbing to replace the natural gas service line damaged by the storm. The repair costs are as follows:</p> <table><tr><td>All Top Roofing</td><td>\$ 9,800.00</td><td>- to secure roof and remove damaged sheet metal.</td></tr><tr><td>All Top Roofing</td><td>\$36,735.00</td><td>- estimate to repair the roof and replace front porch.</td></tr><tr><td>Gilstrap Plumbing</td><td>\$ 3,947.47</td><td>- replace natural gas service-line</td></tr><tr><td>Telenet Systems</td><td>\$ 3,179.74</td><td>- replace fiber conduit, card reader, gate reader, and pedestal.</td></tr><tr><td>Total Estimated Repairs</td><td>\$53,662.21</td><td></td></tr></table> <p>I am working with Liberty Mutual Insurance Company on the total damages and expect approval soon. The city will be responsible for our \$10,000.00 deductible. I am recommending approval to move forward on these repairs to our building at 500 S. Tennessee Street.</p>	All Top Roofing	\$ 9,800.00	- to secure roof and remove damaged sheet metal.	All Top Roofing	\$36,735.00	- estimate to repair the roof and replace front porch.	Gilstrap Plumbing	\$ 3,947.47	- replace natural gas service-line	Telenet Systems	\$ 3,179.74	- replace fiber conduit, card reader, gate reader, and pedestal.	Total Estimated Repairs	\$53,662.21	
All Top Roofing	\$ 9,800.00	- to secure roof and remove damaged sheet metal.														
All Top Roofing	\$36,735.00	- estimate to repair the roof and replace front porch.														
Gilstrap Plumbing	\$ 3,947.47	- replace natural gas service-line														
Telenet Systems	\$ 3,179.74	- replace fiber conduit, card reader, gate reader, and pedestal.														
Total Estimated Repairs	\$53,662.21															
LEGAL:	N/A															

City Property at 500 S. Tennessee Street



ESTIMATE - PROPOSAL**ALLTOP ROOFING & Restoration Services LLC.**P.O. Box 1463 • 251 River Drive
Cartersville, GA 30120**ALLTOP ROOFING
&
Restoration
Services**

Office: (770) 382-7008

Fax: (770) 382-3402

DATE 2/26/2024**SUBMIT TO:**NAME: City Of Cartersville

ADDRESS: _____

CITY: _____

STATE: _____

BLDG LOCATED: Auto Shop/Telecom BuildingSTREET: 500 S. Tennessee StCITY: CartersvilleSTATE: Georgia 30120

We hereby propose to furnish materials and labor necessary for the completion of:

Rebuild the front porch roof with updated strapping and new bolts to attach into the steel beam and into the block wall. New wood framing and metal lathing to be installed before new metal panels to match the existing roof. Install new wall panels, remove and replace the necessary panels on the main building that were damaged during the storm. New metal coping cap to tie everything together.

Clean premises during and after completion. Thank you for letting us submit this proposal. All applicable safety standards will be followed.

Total cost of above described proposal will be \$ 36,735.00 (dollars) TERMS: _____

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Equity in this property acts as collateral for this contract until paid in full. AFTER 90 DAYS PRICE SUBJECT TO CHANGE

Authorized Signature *Ellen Watson***ACCEPTANCE OF ESTIMATE**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Date _____

Signature _____

Signature _____

- Our Guarantees are Not Transferable -



"WE TAKE CARE OF OUR OWN" • LICENSED • BONDED • INSURED

Meeting: March 7, 2024 Item 22.

ALLTOP ROOFING & Restoration Services LLC

POST OFFICE BOX 1463 • CARTERSVILLE, GEORGIA 30120 • 770/382-7544 • 770/382-7008

INVOICE NO: **2878**

PURCHASE ORDER NO: Verbal

Sold To: City of Cartersville
1 N. Erwin Street
Cartersville, GA 30120

TERMS: NET - ALL ACCOUNTS DUE UPON COMPLETION.
UNLESS SPECIFIED OTHERWISE.

INVOICE DATE 2/16/2024	SHIPPED TO City Auto Garage 500 S. Tennessee St.	DELIVERY DATE
---------------------------	--	---------------

QUANTITY	DESCRIPTION	NET
----------	-------------	-----

Removed old metal awning from top section due to storm.
Temporaried holes made from debris. Installed temporary
flashing where awning was attached to building. Hauled
off debris.

\$9,800.00

1 ½ Interest for Invoice Over 30 Days

RECEIVED BY: _____

TELENET SYSTEMS

P.O. BOX 2573
CARTERSVILLE, GA 30120
PHONE: 770-606-9700

Meeting: March 7, 2024 Item 22.

Estimate

DATE	ESTIMATE NO.
3/5/2024	35952

NAME / ADDRESS
CITY OF CARTERSVILLE ***EMAIL ONLY***

Ship To
FIBERCOM OFFICE

		P.O. NO.		REP
				MTW
QTY	ITEM	DESCRIPTION	COST	TOTAL
60	CONDUIT	3/4" EMT CONDUIT	1.87133	112.28T
1	EQUIPMENT	HID 5375 CARD READER	668.16	668.16T
1	EQUIPMENT	GOOSENECK 48-9C 48" PEDESTAL	279.50	279.50T
1	MISC INSTALL/...	MISC INSTALLATION MATERIAL	200.00	200.00T
1	LABOR	- INSTALL CONDUIT, GOOSENECK PEDESTAL, & GATE READER	1,920.00	1,920.00
		Sales Tax	0.00	0.00
			TOTAL	
			\$3,179.94	

This quote is valid for 45 days.

SIGNATURE _____

SILSTRAP D LUMBING

P.O. BOX 426 • CARTERSVILLE, GA 30120

Date 2-23-24

Name City of Cantonville

Address

DESCRIPTION OF WORK

Attn. Freddy Morgan

Attn. Freddy Morgan
Replace gas line at 500 S. Tenn St.

[illegible]



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Rope Rescue Equipment
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval of the purchase of replacement rope rescue equipment for three new apparatus to arrive in the spring. This versatile equipment will enhance the safety and efficiency of the firefighter and patient. We sought bids through our local vendors; Georgia Fire & Rescue Supply quoted \$31,258.00, and Elevated Safety quoted \$24,897.28. We recommend proceeding with the lowest bid through Elevated Safety of \$24,897.28. This request is within the budgeted amount as a capital expense for FY 23/24 and will be paid for through the general fund and reimbursed through the 2020 SPLOST as funds become available.
LEGAL:	N/A

Elevated Safety

N15W24983 Bluemound Road
 PEWAUKEE, WI 53072
 USA

Meeting: March 7, 2024 Item 23.



Telephone
 Fax

(866)819-2194
 (262)753-2009

Ship/Sold to:

Cartersville FD
ATTN: B/C Patterson
SHIPPING ADDRESS
TO BE DETERMINED
USA

Quotation

Number QT002656-5
 Date 2/14/2024
 Your ref.
 Quotation deadline 3/13/2024
 Payment Pre-Auth Credit Card
 Sales/CSR Josh Turen
 Delivery terms PPA
 Mode of delivery UPS Ground

Item number	Description	Quantity	Unit	Unit price	Amount	Ship date
335011	CMC - CLUTCH - 11MM	8.00	EA	689.08	5,512.64	
441103	CMC - RIG TECH GEAR PACK RED	4.00	EA	235.52	942.08	
441102	CMC - RIG TECH GEAR PACK BLUE	4.00	EA	235.52	942.08	
ES000	CMC - DNA AUTO-LOCK CARABINER - ANSI SKU: 300095	8.00	EA	37.72	301.76	
283133.200	CMC - G11 ROPE - 200' - RED	4.00	EA	230.00	920.00	
283132.200	CMC - G11 ROPE - 200' - BLUE	4.00	EA	230.00	920.00	
293083	CMC - SEWN LOOP PRUSIK 8MM - RED	16.00	EA	19.32	309.12	
293086	CMC - SEWN LOOP PRUSIK 8MM - GREEN	16.00	EA	19.32	309.12	
201063	CMC - FAST LINK ANCHOR STRAP - MEDIUM	8.00	EA	117.76	942.08	
294033	CMC - ANCHOR STRAP SLEEVE	8.00	EA	42.32	338.56	
300431	CMC - SWIVEL PULLEY - 1.5"	16.00	EA	96.60	1,545.60	
300432	CMC - DOUBLE SWIVEL PULLEY 1.5"	8.00	EA	142.60	1,140.80	
300610	CMC - ANCHOR PLATE ALUMINUM - RED	8.00	EA	72.68	581.44	
294042	CMC - ULTRA PRO 2 EDGE PROTECTOR	8.00	EA	96.60	772.80	
294019	CMC - EDGE PAD - XL	8.00	EA	67.16	537.28	
336011	CMC - CAPTO - 11MM	8.00	EA	330.28	2,642.24	
ES000	CMC - CAPTO SOFT SHACKLE SKU: 293005	8.00	EA	5.52	44.16	
300020	CMC - SQUID RIG PLATE - BLACK	8.00	EA	137.08	1,096.64	
200400	CMC - TEXORA TX/L SLING - 1M	8.00	EA	21.16	169.28	
200401	CMC - TEXORA TX/L SLING - 2M	8.00	EA	35.88	287.04	
202124	CMC - ATOM RESCUE HARNESS MEDIUM	8.00	EA	468.28	3,746.24	
A337ANSI	DMM - ULTRAD CARABINER LOCKSAFE - ANSI	32.00	EA	28.01	896.32	

Elevated Safety
N15W24983 Bluemound Road
PEWAUKEE, WI 53072
USA

Meeting: March 7,2024 Item23.



Thank you for considering Elevated Safety products and services.
We appreciate this opportunity to quote you.

Currency	Sales subtotal amount	Freight/Other	Net amount	Sales tax	Total
USD	24,897.28	TBD	24,897.28	0.00	24,897.28





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Bids Awards/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Purchase Paratech Heavy Rescue Stabilization Kit
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval to purchase a Paratech Heavy Rescue Stabilization Kit due to the increased amount of commercial highway vehicles and industrial businesses. This equipment allows firefighters to stabilize vehicles, machinery, and buildings to rescue occupants safely. We sought quotes from the single source dealer for \$42,697.79. This request is within the budgeted amount as a capital expense for FY 23/24. It will be paid for by the general fund and reimbursed through the 2020 SPLOST as funds become available.
LEGAL:	N/A

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495
www.georgiafirerescue.com
107 P Rickman Industrial Drive
Canton, GA 30115

Meeting: March 7, 2024 Item 24.

Quote

Quote Number:
020824-02JL

Quote Date:
Feb 8, 2024

Page:
1

3% fee added to purchase
made with credit card on totals
of \$1500 or more

Quoted to:

Cartersville Fire Department
Cartersville Fire Dept
PO Box 1390
Cartersville, GA 30120
TISA

Cartersville Fire Department
Cartersville Fire Dept
195 Cassville Rd. Attn: Scott Carter
Cartersville, GA 30120
TISA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Cartersville Fire De		3/9/24	Net 30 Days	McElwee, Ryan	
Quantity	Item	Description		Unit Price	Extension
2.00	22-796720	Paratech Longshore Strut 36-50" #304		1,426.33	2,852.66
2.00	22-796730	Paratech Longshore Strut 48-73" #406		1,714.05	3,428.10
2.00	22-796360	Paratech Long Strut (GOLD) ACME thread strut, MOD 610. 6' - 10'.		2,087.48	4,174.96
3.00	22-796342	Paratech Longshore Strut Extension 235 - 24"		611.33	1,833.99
3.00	22-796356	Paratech Longshore Strut Extension 435 - 48"		865.80	2,597.40
4.00	22-796090	PARATECH V BASE		227.18	908.72
4.00	22-796270	PARATECH CONTOUR BASE		267.15	1,068.60
4.00	22-796025	Paratech multi-base.		290.55	1,162.20
6.00	22-796180C	Paratech hinged base with anchor ring. 12 inch base.		709.80	4,258.80
2.00	22-796C1H	20' Grade 100 rescue chain		507.98	1,015.96
6.00	22-890553	Paratech ratchet belt with finger hook. 27'.		167.70	1,006.20
Remit to : PO Box 915 Holly Springs GA 30142				Subtotal	Continued
				Sales Tax	Continued
				Freight	Continued
				Total	Cont
				109	

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495
www.georgiafirerescue.com
107 P Rickman Industrial Drive
Canton, GA 30115

3% fee added to purchase
made with credit card on totals
of \$1500 or more

Meeting: March 7, 2024 Item 24.

Quote

Quote Number:
020824-02JL

Quote Date:
Feb 8, 2024

Page:
2

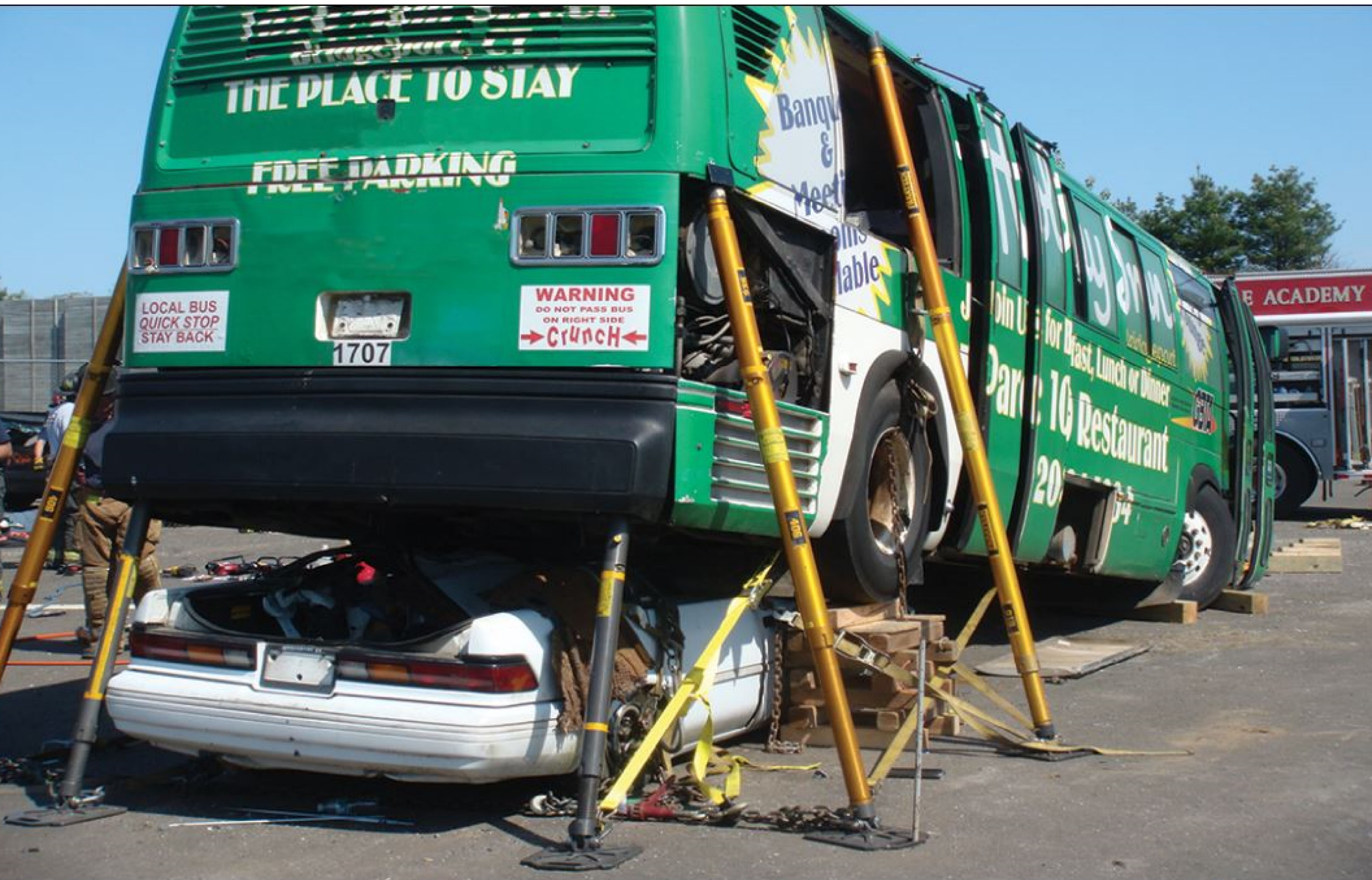
Quoted to:

Cartersville Fire Department
Cartersville Fire Dept
PO Box 1390
Cartersville, GA 30120
TISA

Cartersville Fire Department
Cartersville Fire Dept
195 Cassville Rd. Attn: Scott Carter
Cartersville, GA 30120
TISA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Cartersville Fire De		3/9/24	Net 30 Days	McElwee, Ryan	
Quantity	Item	Description		Unit Price	Extension
4.00	22-796161	Paratech hook cluster (tie down keys w/J Hook)		57.53	230.12
2.00	22-890015	Paratech non-slip pad		254.48	508.96
2.00	22-79HA16K	16" HYDRAFUSION STRUT KIT WITH PUMP		5,480.48	10,960.96
2.00	22-796035	PARATECH GRAY STRUT EXTENSION CONVERTER		270.08	540.16
2.00	22-797E12E-AR	Supporter X2 W/Anchor Ring. All-In-One Vehicle Stabilizer Max load of 10,000 lbs with 2:1 safety factor; collapsed 40" - Extended with extension 95		2,278.00	4,556.00
1.00	22-796V02	VSK 2 Controller		594.00	594.00
Remit to : PO Box 915 Holly Springs GA 30142				Subtotal	41,697.79
				Sales Tax	
				Freight	1,000.00
				Total	42,697.79
				110	

Remit to :
PO Box 915
Holly Springs GA 30142





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Bid Award/Purchase
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Lift Station Controls Upgrade
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department currently operates and maintains four (4) remote sewer lift stations. Controls for these stations are local controls only, and status monitoring is limited and outdated.</p> <p>We received a quote from the pump station manufacturer to upgrade the control and monitoring system to a remote smart “Flygt Cloud” system. This system will enable the operator to monitor real-time pump status, alerts, and alarms, as well as the ability to start and stop pumps remotely.</p> <p>I recommend approval to purchase Xylem Water Solutions USA, Inc. Flygt Cloud system for all four (4) lift stations at a cost of \$57,204.00. This request is a budgeted expense to be paid from account #505.3330.54.1350</p>
LEGAL:	N/A


**Xylem Water Solutions USA, Inc.
Flygt Products**

January 22, 2024

 90 Horizon Drive
 Suwanee, GA 30024
 Tel (770) 932-4320
 Fax (770) 932-4321

 CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE GA 30120-1390

 Quote # 2024-ATL-0032 Alternate 1, Version 4
 Project Name: CITY OF CARTERSVILLE
 Job Name: Multismart - Multi Station

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Waterford # 1

Qty	Description
1	MULTISMART MSM 3MP2PLUS+ 3 PUMP W/MTR PROT PLUS SOFT
1	SUPPLY,BATTERY POWER, 155W,24V TRICKLE CHARGE,DIN RAIL KIT
2	BATTERY, PM 12120, 12V 12AMP
6	TRANSFORMER,CURRENT 50:5
1	MISCELLANEOUS CHARGE
1	KIT,FLYGT CLOUD CLOUDGATE 4G+ MODEM VERIZ/ATT HIGH GAIN DOME
1	FLYGT CLOUD AGREEMENT SILVER PPD ONE YEAR AGREEMENT(NO TAX)
16	LABOR,MOBILE FLYGT,NOTAX Z4-TP MODELS: 3000,7000,8000
1	RELAY SOCKET PF083A-E
1	PHASE MONITOR PMPU
1	SHIPPING AND HANDLING CHARGE

Waterford # 1 Price USD \$ 13,243.86
Waterford # 2

Qty	Description
1	MULTISMART MSM 3MP2PLUS+ 3 PUMP W/MTR PROT PLUS SOFT
1	SUPPLY,BATTERY POWER, 155W,24V TRICKLE CHARGE,DIN RAIL KIT
2	BATTERY, PM 12120, 12V 12AMP
6	TRANSFORMER,CURRENT 50:5
1	MISCELLANEOUS CHARGE
1	KIT,FLYGT CLOUD CLOUDGATE 4G+ MODEM VERIZ/ATT HIGH GAIN DOME
1	FLYGT CLOUD AGREEMENT SILVER PPD ONE YEAR AGREEMENT(NO TAX)
18	LABOR,MOBILE FLYGT,NOTAX Z4-TP MODELS: 3000,7000,8000
1	6" RAIN GAUGE RG600M Tipping Bckt Rain Ga, Metric, .2mm
1	MONITOR,PHASE 230/3 DPDT + 12 PIN MPE #001-230-1212
2	M&C ENGINEERING SUPPORT + (NET/HOUR)
1	SHIPPING AND HANDLING CHARGE



Qty Description

Waterford # 2 Price USD \$ 15,419.04**Mainstreet**

Qty	Description
1	MULTISMART MSM 3MP2PLUS+ 3 PUMP W/MTR PROT PLUS SOFT
1	SUPPLY,BATTERY POWER, 155W,24V TRICKLE CHARGE,DIN RAIL KIT
2	BATTERY, PM 12120, 12V 12AMP
6	TRANSFORMER,CURRENT 50:5
1	MISCELLANEOUS CHARGE
1	KIT,FLYGT CLOUD CLOUDGATE 4G+ MODEM VERIZ/ATT HIGH GAIN DOME
1	FLYGT CLOUD AGREEMENT SILVER PPD ONE YEAR AGREEMENT(NO TAX)
16	LABOR,MOBILE FLYGT,NOTAX Z4-TP MODELS: 3000,7000,8000
1	MONITOR,PHASE 440/3 DPDT + 12PIN MPE#001-DVM-1212
1	SHIPPING AND HANDLING CHARGE

Mainstreet Price USD \$ 13,412.40**Komatsu**

Qty	Description
1	MULTISMART MSM 3MP2PLUS+ 3 PUMP W/MTR PROT PLUS SOFT
1	SUPPLY,BATTERY POWER, 155W,24V TRICKLE CHARGE,DIN RAIL KIT
2	BATTERY, PM 12120, 12V 12AMP
3	TRANSFORMER,CURRENT 50:5
1	MISCELLANEOUS CHARGE
1	KIT,FLYGT CLOUD CLOUDGATE 4G+ MODEM VERIZ/ATT HIGH GAIN DOME
1	FLYGT CLOUD AGREEMENT SILVER PPD ONE YEAR AGREEMENT(NO TAX)
18	LABOR,MOBILE FLYGT,NOTAX Z4-TP MODELS: 3000,7000,8000
1	MONITOR,PHASE 440/3 DPDT + 12PIN MPE#001-DVM-1212
1	MT-ENABLE, VFD OPTION
2	M&C ENGINEERING SUPPORT + (NET/HOUR)
1	SHIPPING AND HANDLING CHARGE

Komatsu Price USD \$ 15,128.70**Total Price \$ 57,204.00****Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.



Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for thirty (30) days.

Terms of delivery: Freight PP/Line Item

Terms of payment: 100% N60 after invoice date – upon acceptance of purchase order and credit review

Please note: If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Kirsten Royals
Senior Customer Support Coordinator

Cell: 404-831-4726
kirsten.royals@xylem.com
Fax: 770-932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-ATL-0032 Alternate 1, Version 4
 Customer Name: CITY OF CARTERSVILLE
 Job Name: Multismart - Multi Station
 Total Amount: \$ 57,204.00
 (excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Bid Award/Purchase
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Lift Station Pump Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The #1 pump at the Main Street sewer lift station has failed and needs to be rebuilt or replaced. We received quotes for both rebuild and replacement from the pump station manufacturer.</p> <p>The estimate for a complete rebuild of the pump is \$16,910.56 and includes a 90-day parts and labor warranty. A new replacement pump costs \$22,888.00 and includes a one-year warranty.</p> <p>I recommend approval to purchase a new replacement pump from Xylem Water Solutions USA, Inc. This is a budgeted maintenance expense to be paid from account #505.3330.52.2361.</p>
LEGAL:	N/A


**Xylem Water Solutions USA, Inc.
Flygt Products**

February 22, 2024

 90 Horizon Drive
 Suwanee, GA 30024
 Tel (770) 932-4320
 Fax (770) 932-4321

 CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE GA 30120-1390

 Quote # 2024-ATL-0134
 Project Name: CITY OF CARTERSVILLE
 Job Name: WO-00259148 / Main Street

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3152.181-9820084

Qty	Description	
1	Flygt Model NP-3153.185 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 23 HP 3550 RPM motor, 275 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	
3152.181-9820084 Price USD		\$ 21,700.00

Recommended Services

Qty	Description	Total Price
1	START UP, FLYGT, NO TAX 1-TP MODELS: 3000, 7000, 8000	\$ 1,575.00
Recommended Services:		\$ 1,575.00
Total Equipment:		\$ 21,700.00
Freight:		\$ 1,188.00
Subtotal Equipment + Freight:		\$ 22,888.00
Recommended Services :		\$ 1,575.00
Total with Recommended Services :		\$ 24,463.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms->



[conditions-of-sale.aspx](#) and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for thirty (30) days.

Terms of delivery: Freight PP/Line Item

Time of delivery: We currently have ONE in stock in USA for immediate delivery!!

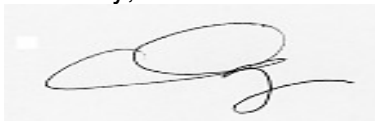
Terms of payment: 100% N60 after invoice date – upon acceptance of purchase order and credit review

Please note: If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Kirsten Royals
Senior Customer Support Coordinator

Cell: 404-831-4726



kirsten.royals@xylem.com
Fax: 770-932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-ATL-0134

Customer Name: CITY OF CARTERSVILLE

Job Name: WO-00259148 / Main Street

☐ Accept Equipment and Freight

Total Amount: **\$ 22,888.00**

☐ Accept Equipment, Freight and

Recommended Services

Total Amount: **\$ 24,463.00**

Signature: _____

Name: _____
 (PLEASE PRINT)

Company/Utility: _____

PO: _____

Address: _____

Date: _____

Phone: _____

Email: _____

Fax: _____



NP 3153 SH 3~ 275

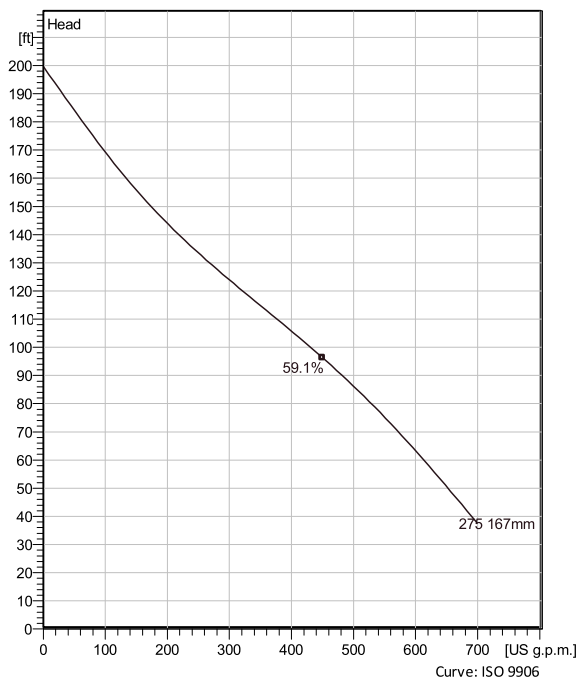
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances.
Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number N3153.185 21-18-2BB-W 23hp	Installation type P - Semi permanent, Wet
Impeller diameter 167 mm	Discharge diameter 3 inch

Pump information

Impeller diameter 167 mm
Discharge diameter 3 inch
Inlet diameter 150 mm
Maximum operating speed 3510 rpm
Number of blades 2
Max. fluid temperature 40 °C

Material

Impeller Hard-Iron™

Project Xylect-21891666
Block

Created by Dan Joyce
Created on 2/22/2024 **Last update** 2/22/2024

NP 3153 SH 3~ 275

Technical specification



Motor - General

Motor number N3153.185 21-18-2BB-W 23hp	Phases 3~	Rated speed 3510 rpm	Rated power 23 hp
ATEX approved No	Number of poles 2	Rated current 26 A	Stator variant 4
Frequency 60 Hz	Rated voltage 460 V	Insulation class H	Type of Duty S1
Version code 185			

Motor - Technical

Power factor - 1/1 Load 0.91	Motor efficiency - 1/1 Load 91.0 %	Total moment of inertia 0.729 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.87	Motor efficiency - 3/4 Load 91.5 %	Starting current, direct starting 207 A	
Power factor - 1/2 Load 0.79	Motor efficiency - 1/2 Load 91.5 %	Starting current, star-delta 69 A	

Project Xylect-21891666
Block

Created by Dan Joyce
Created on 2/22/2024 **Last update** 2/22/2024

NP 3153 SH 3~ 275

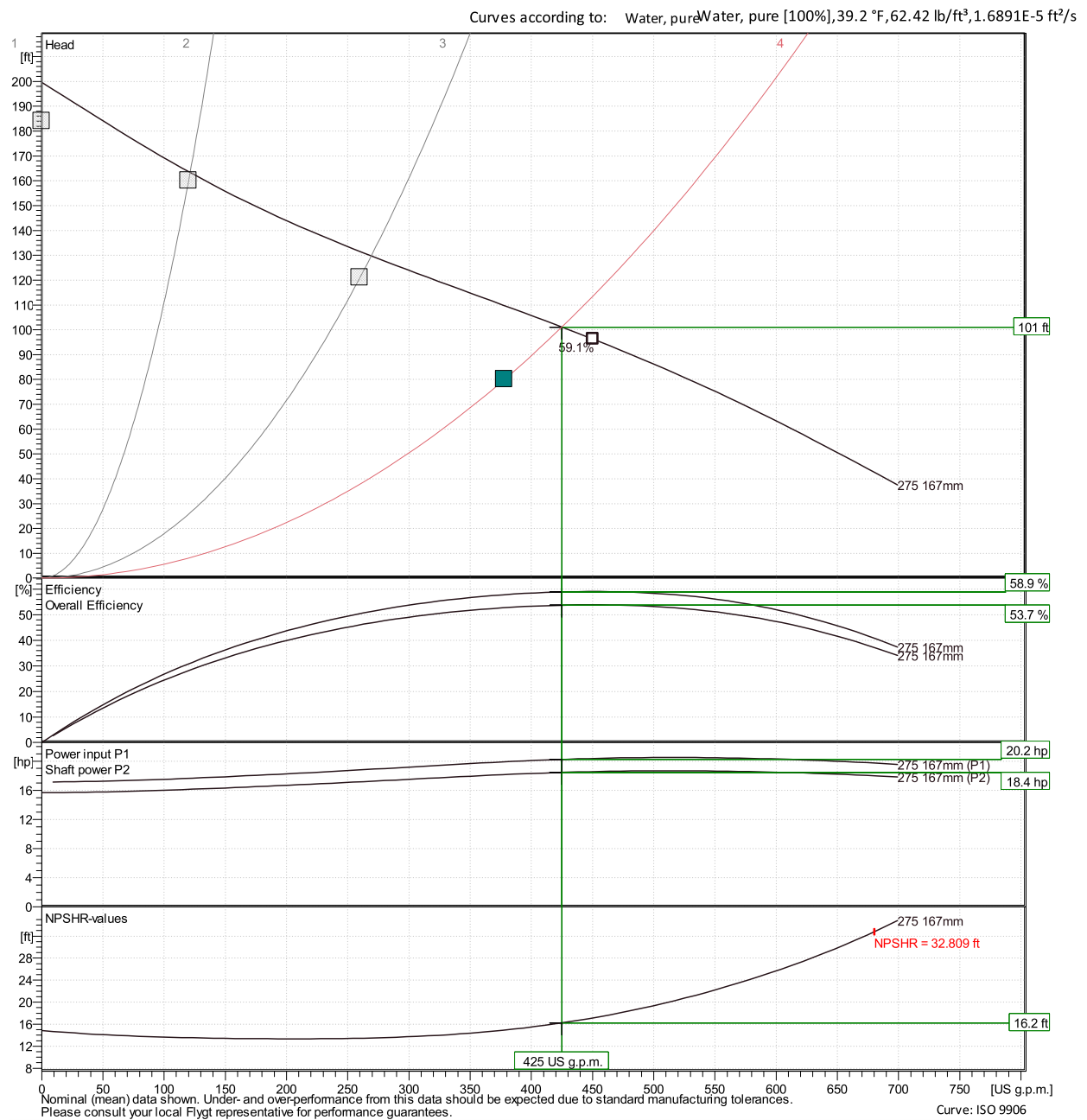
Performance curve



Duty point

Flow
425 US g.p.m.

Head
101 ft



Xylect-21891666

Dan Joyce

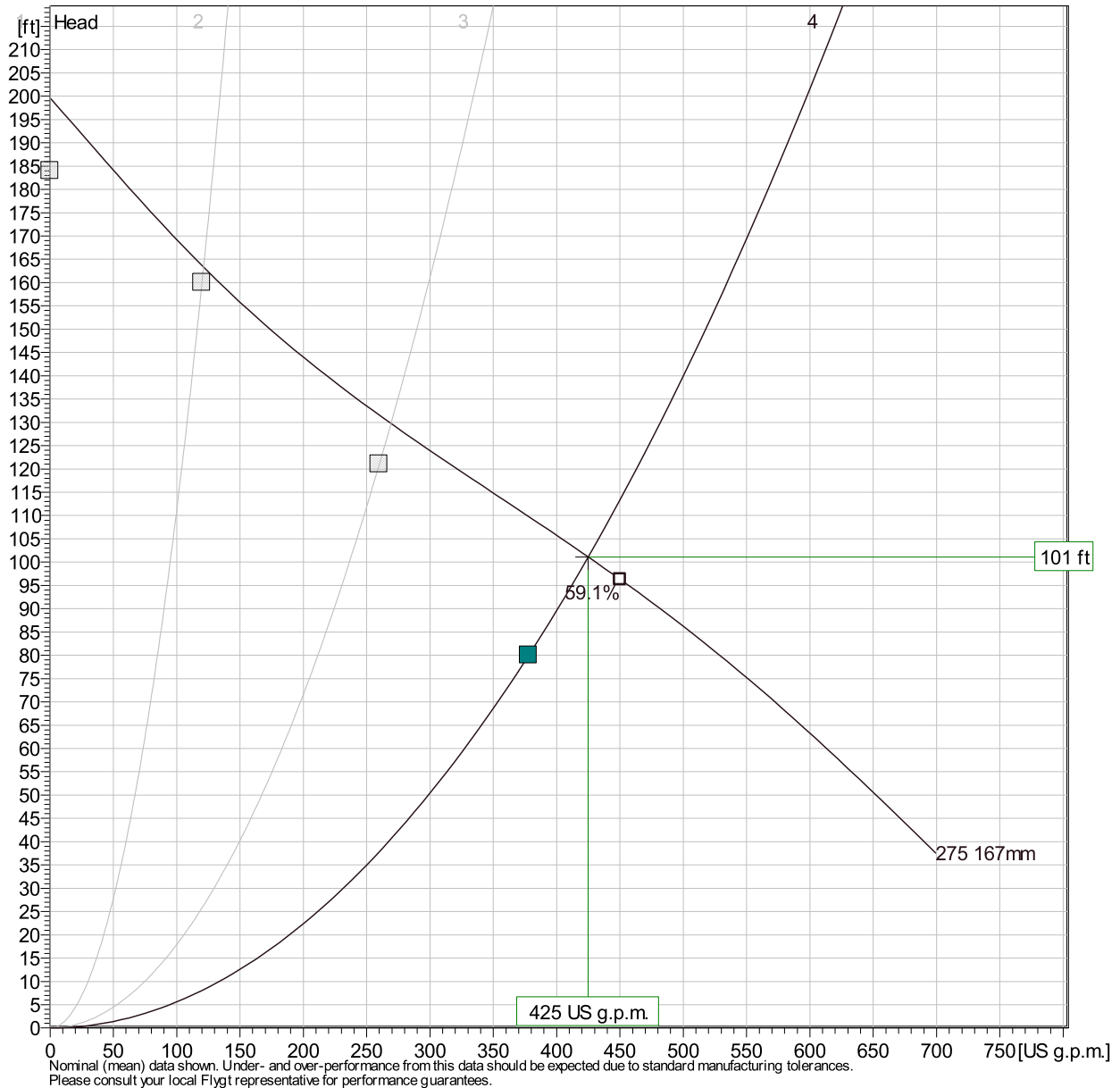
Created on 2/22/2024 Last update 2/22/2024

NP 3153 SH 3~ 275

Duty Analysis



Curves according to: Water, pure [100%] ; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



Operating characteristics

Pumps / Systems	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr.eff.	Spec. Energy kWh/US MG	NPSHre ft
4	425	101	18.4	425	101	18.4	58.9 %	592	16.2
3	269	130	17.2	269	130	17.2	51.3 %	872	13.5
2	121	163	16.1	121	163	16.1	31 %	1810	13.5

Project

Block Xylect-21891666

Created by

Dan Joyce

Created on

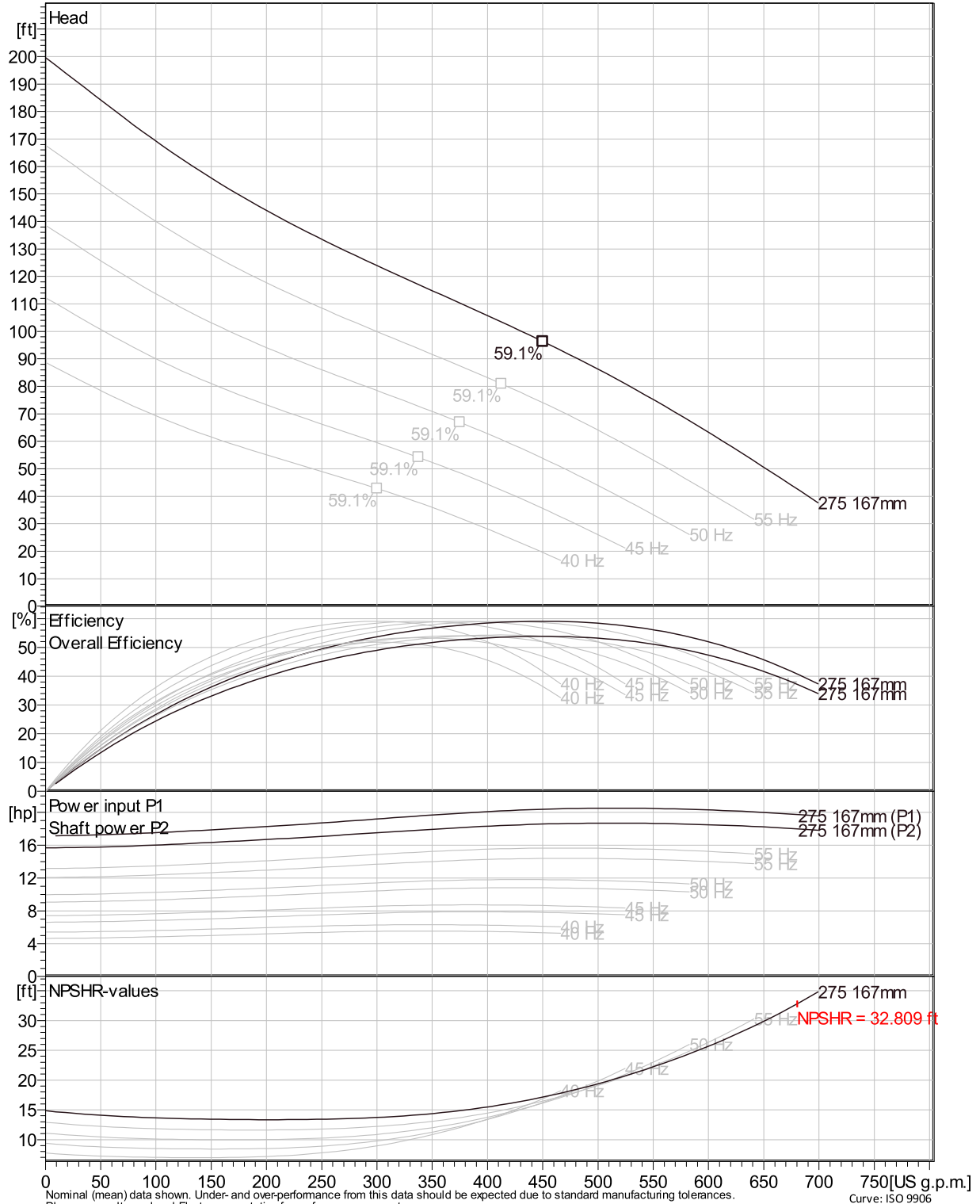
2/22/2024

Last update

2/22/2024

NP 3153 SH 3~ 275**VFD Curve**

Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Project Xylect-21891666

Block

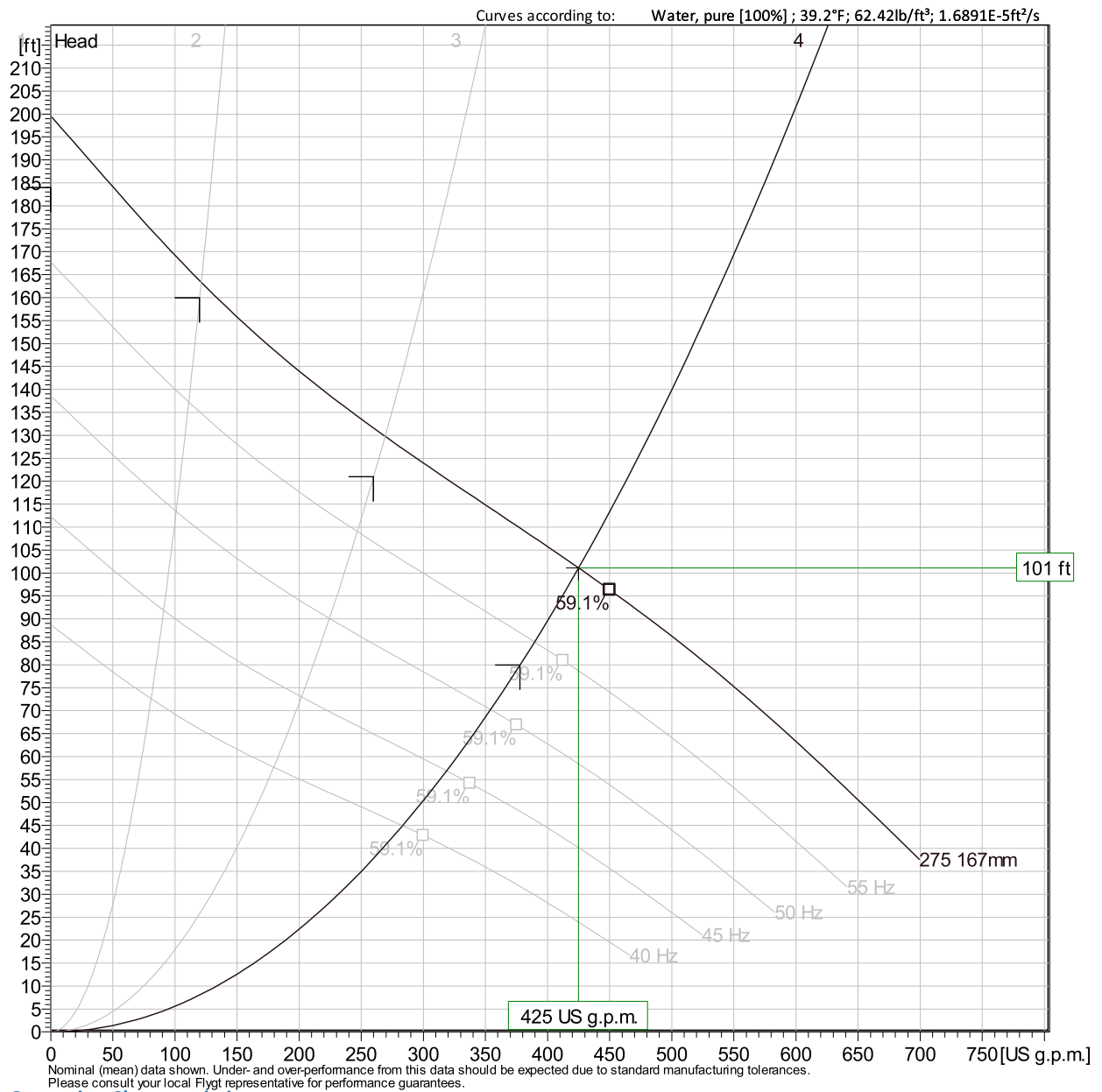
Created by Dan Joyce

Created on 2/22/2024

Last update 2/22/2024

NP 3153 SH 3~ 275

VFD Analysis



Operating Characteristics

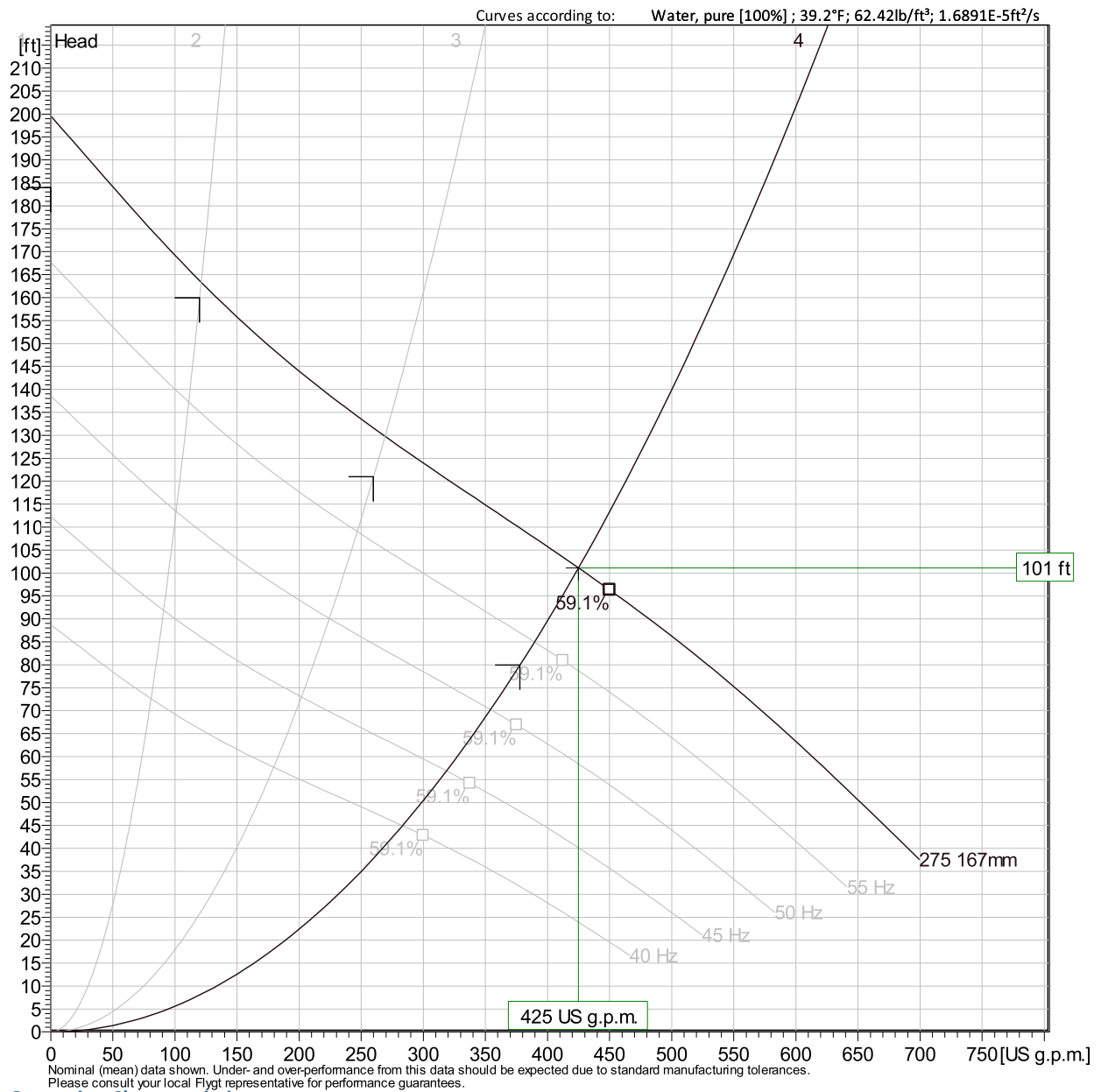
Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSH _{re}
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	ft
4	40 Hz	283	44.9	5.47	283	44.9	5.47	58.9 %	274	8.49
3	60 Hz	269	130	17.2	269	130	17.2	51.3 %	872	13.5
3	55 Hz	247	109	13.3	247	109	13.3	51.3 %	728	11.7
3	50 Hz	224	90.1	9.98	224	90.1	9.98	51.3 %	605	10.1

Project Xylect-21891666
Block

Created by Dan Joyce
Created on 2/22/2024
Last update 2/22/2024

NP 3153 SH 3~ 275

VFD Analysis



Operating Characteristics

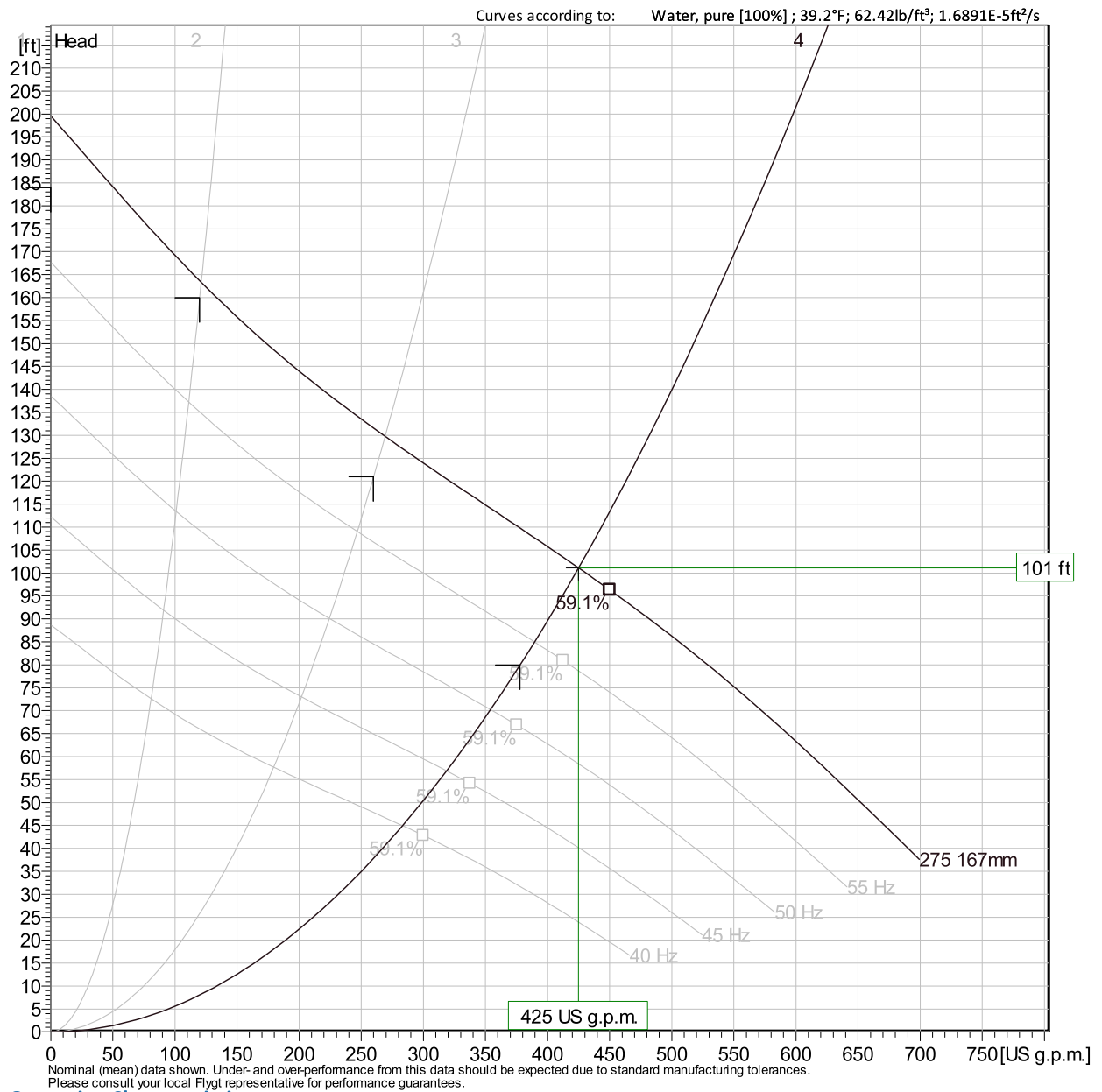
Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSHre
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	ft
3	45 Hz	202	73	7.27	202	73	7.27	51.3 %	498	8.52
3	40 Hz	179	57.7	5.11	179	57.7	5.11	51.3 %	407	7.06
2	60 Hz	121	163	16.1	121	163	16.1	31 %	1810	13.5
2	55 Hz	111	137	12.4	111	137	12.4	31 %	1510	11.8

Project Xylect-21891666
Block

Created by Dan Joyce
Created on 2/22/2024
Last update 2/22/2024

NP 3153 SH 3~ 275

VFD Analysis



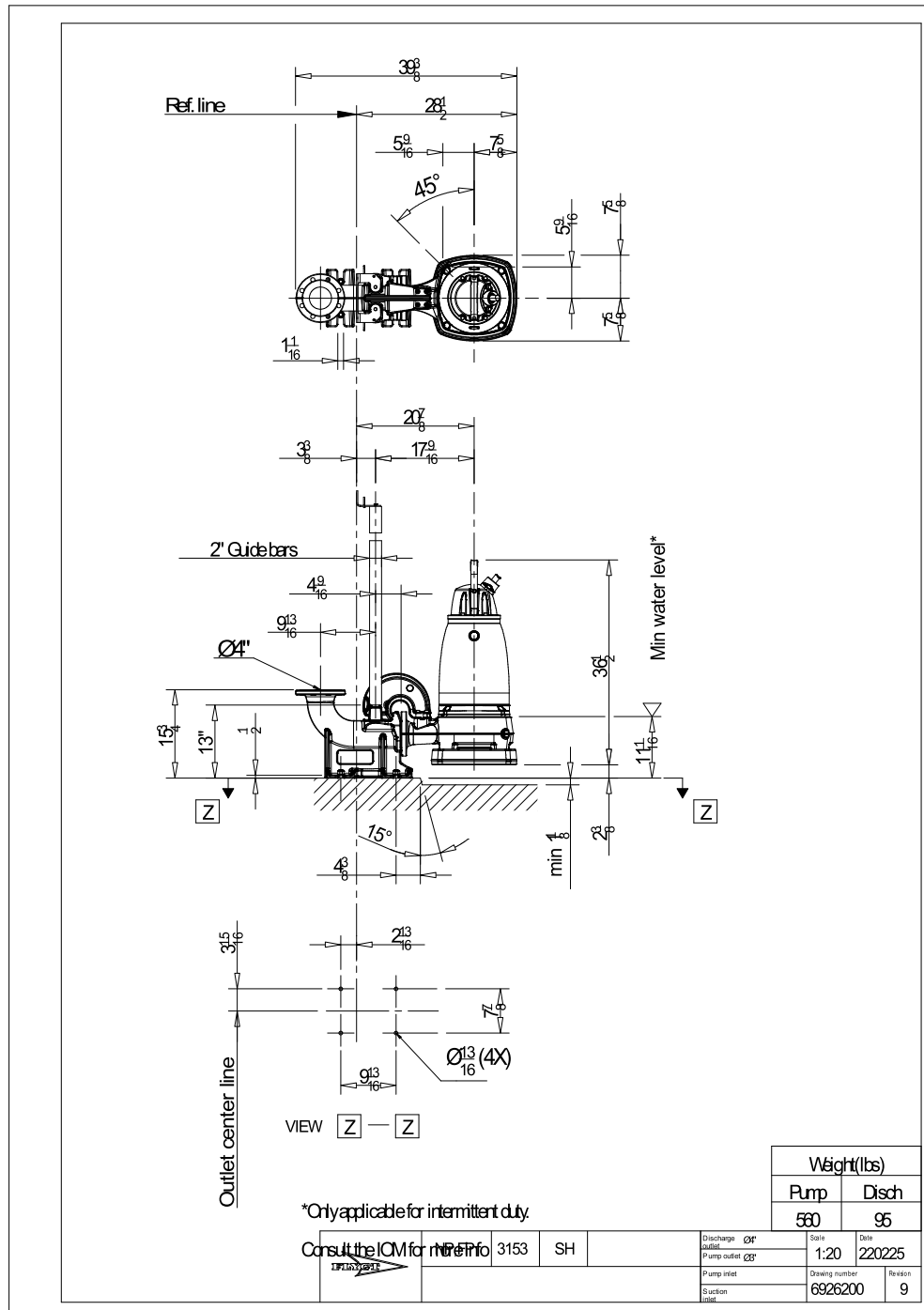
Operating Characteristics

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Project	Xylect-21891666	Created by	Dan Joyce		
Block		Created on	2/22/2024	Last update	2/22/2024

NP 3153 SH 3~ 275

Dimensional drawing



Project Xylect-21891666
Block

Created by Dan Joyce
Created on 2/22/2024 **Last update** 2/22/2024


**Xylem Water Solutions USA, Inc.
Flygt Products**

February 22, 2024

 90 Horizon Drive
 Suwanee, GA 30024
 Tel (770) 932-4320
 Fax (770) 932-4321

 CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE GA 30120-1390

 Quote # R2024-ATL-0055
 Project Name: February 2024
 Job Name: Main Street

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3152.181-9820084

Qty	Part Number	Description	Unit Price	Extended Price
1	80 70 69	KEY, PARALLEL 10X8X45MM STEEL	\$ 5.49	\$ 5.49
2	81 41 55	SCREW, HEX M12 X 30 SS	\$ 6.93	\$ 13.86
2	81 73 63	SCREW, SLOTTED M5 X 30 SS	\$ 6.30	\$ 12.60
1	82 23 30	NUT, HEX M5 SS	\$ 1.53	\$ 1.53
1	84 35 56	GROMMET, CR 31ID 52OD 22L	\$ 36.00	\$ 36.00
55	94 21 09	CABLE, SUBCAB AWG 6/3-2-1-GC+ 31MM	\$ 51.30	\$ 2,821.50
6	302 21 00	SPRING, COMPRESSION SS	\$ 6.03	\$ 36.18
1	382 83 01	PROTECTOR, WEAR NBR COATED	\$ 135.90	\$ 135.90
1	394 77 11	CABLE ENTRY UNIT	\$ 272.70	\$ 272.70
1	493 39 05	IMPELLER, C SH CODE 268 CI	\$ 2,249.10	\$ 2,249.10
1	504 78 09	CABLE UNIT	\$ 176.40	\$ 176.40
1	518 89 02	DETECTOR, LEAKAGE UNIT FLS	\$ 324.00	\$ 324.00
1	536 90 00	RING, INSERT CI	\$ 1,728.90	\$ 1,728.90
1	601 89 21	KIT, REPAIR BASIC+ 3152.091, 181	\$ 3,699.90	\$ 3,699.90
1	620 76 00	HOUSING, OIL BOTTOM CI	\$ 2,785.50	\$ 2,785.50
12	14-69 00 02A	LABOR, SVC FLYGT, NO TAX Z3-TP MODELS: 3000, 6000, 7000, 8000	\$ 140.00	\$ 1,680.00
1	14-69 00 21B	ENV FEE 11-50HP TP ENVIRONMENTAL FEE	\$ 90.00	\$ 90.00
1	14-69 00 24A	SHOP SUPPLIES-MEDIUM PUMPS TP MISC SUPPLIES FOR REPAIR	\$ 65.00	\$ 65.00

Total Price \$ 16,134.56
Freight Charge \$ 776.00


Qty	Part Number	Description	Unit Price	Extended Price
Total Price				\$ 16,910.56

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Payment: 100% N60 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Time of Delivery: Approx. XX working weeks after receipt of order.

Validity: This Quote is valid for 30 days.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Logan Reynolds
Sales Representative
Phone: 470-587-1184
Cell: 470-587-1184
logan.reynolds@xylem.com





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Dump Trailer
DEPARTMENT SUMMARY RECOMMENDATION:	Parks and Recreation is requesting approval to purchase a 14-foot dump bed trailer. The trailer will increase the Maintenance Division's efficiency by not requiring a dump truck for every clean-up, as it does not require a CDL to pull. Georgia Trailer Outlet of Cartersville provided the lowest and best quote for \$10,195.00. Approval for this budgeted item is recommended.
LEGAL:	N/A



PURCHASE AGREEMENT

Meeting: March 7, 2024 Item 27.

Georgia Trailer Outlet
45 Carson Loop NW
Cartersville, GA 30121
Phone: (770) 608-6882
Sales Tax #: 308701129

RESET

RTO

INVOICE

Purchase Date

2/21/2024

Stock Number

78388

Buyer's Name

Co-Buyer's Name &

Address

City

State

Zip Code

County

Contact Phone #

Contact Email

City of Cartersville

(If Applicable)

(GA Residents Only)

Model Year

Make

Model

VIN# (17 Characters)

2024

Load Trail

Bumper Pull Dump

4ZEDT1427R2313196

Condition

New

(Initial)

VIN Confirmation

Trailer MSRP

Trailer Sale Price

Trailer Tax (Varies) ☒

GVWR De-Rate Fee ☐

ASC Warranty ☐

Delivery/Misc Fees

Accessories

Accessory Sales Tax 7% ☐

\$11,724.25

\$10,195.00

-

-

-

-

-

-

Sub-Total

\$10,195.00

(For Financing Use)

Rate:

0

Holding Payment

1st Split Payment

Card Fee 3%

2nd Split Payment

Card Fee 3%

Primary Payment

Card Fee 3%

Primary Amount Due

Final Amount Paid

-

-

-

-

-

\$10,195.00

-

\$10,195.00

\$10,195.00

Date Received

1st Payment Type

☐

2nd Payment Type

☐

Primary Payment Type

☐

Buyer's Signature

Co-Buyer's Signature

Seller's Signature

(If Applicable)

(Initial)

Payment Approved
(Administration Only)

136

ALL SALES ARE FINAL



Big Tex Trailer Meeting: March 7, 2024 Item 27.
850 COBB PARKWAY
MARIETTA GA 30062
678-581-5166

Quote: YES Order: XXXX By: Kyle Boatman
(Quotes good for 30 days)

Purchase Order #: _____ Acct#: _____ Date: Friday, February 23, 2024
Business City Of Cartersville Phone: (770) 607-6298
Individual: _____ Phone: (678) 255-6111
(First) (Middle) (Last)
Address: Mailing _____ email: _____
City: _____ ST: _____ Zip: _____ County: _____
Serial#: _____ GVWR: _____ Capacity: _____ Empty Wgt.: _____
Color: Black Year: _____ Make: _____ Body Style: _____

Model/Part #	Description	Qty	Price	Amount
	14LP	1	\$10,800.00	\$10,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Photo ID #		ID TYPE		Sub Total	\$10,800.00
Trade In	Year:	VIN#:		Less Trade	\$0.00
Information	Make:	Model:		Sub Total	\$10,800.00
Payment	Cash	Credit Card Type		Parts Tax	6.00%
Type	Check#	Credit Card -last 4 digits		Federal Excise Tax	

Lien Holder _____ 1st Lien Date: _____
Name: _____
Address: _____
City: _____ ST: _____ Zip: _____

Attention: By law this vehicle may require brakes and/or other safety devices.
We assume no responsibility if purchased without.

Received By: _____

Total	
LABOR	
Freight Fee	\$58.50
Doc Fee	\$91.50
GA Tire Mgt Fee	
Less Deposit	\$0.00
Balance Due	\$10,950.00
Total Invoice Amt.	\$10,950.00

Gator Made Inc.
1278 Hwy 461
Somerset, KY 42503

Wire Instructions:
Acct#: 75119129
Routing# 042101446
Citizens National Bank
44 Public Sq
Somerset, KY 42501

Meeting: March 7, 2024 Item 27.

Estimate

Date	Estimate #
2/23/2024	27139

Name / Address
City of Cartersville Georgia contact: David Weldon 100 Pine Grove Road Cartersville, Ga 30120 770-607-6292

Rep
ER1

Item	Description	Qty	Rate	Color	Tires	Floor	Axles	Total
ACC	14' 14k dump trailers includes ramps and tarp Thank you, Eric Robinson	1	11,490.00	blk	16		2-7k	11,490.00

All sales are final. Deposits are non-refundable. NOTICE--Upon trailer or equipment leaving sellers or seller's representative premises, the buyer or operator accepts full responsibility of maintenance and operation of any trailer or equipment provided by Gator Made, Inc. Owner's and trailer operation literature have been provided with pickup of trailer. Register warranties at www.gatormade.com

Subtotal	\$11,490.00
Sales Tax (6.0%)	\$0.00
Total	\$11,490.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Inspection of Trail Bridges
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Parks and Recreation Department is seeking approval for CPL to inspect all the bridges along the trails for structural deficiencies. CPL quoted \$5,500.00 for the service. The scope of work consists of conducting non-destructive visual assessments and preparing a conditional appraisal report for each.</p> <p>The reports will have structural descriptions, photographs, and written summaries with recommended repair methods. This would not include restoration plans and specifications. This request is not budgeted. However, funds are available, and it is recommended for approval.</p>
LEGAL:	Reviewed by Archer & Lovell



February 27, 2024

Erik Pabst
Assistant Director, Parks and Recreation
City of Cartersville, GA
100 Pine Grove Road
Cartersville, GA 30120

Re: Pedestrian Bridge Condition Assessment

Dear Mr. Pabst:

CPL is pleased to submit this agreement for the structural condition assessment of the pedestrian bridges located at several City of Cartersville parks. Our Scope of Work and Fee Proposal are listed below.

Scope of Work

1. Conduct a non-destructive visual assessment of each bridge to determine any structural deficiencies.
2. Prepare a condition appraisal report in 8.5 x 11 format (electronic). The report will include the following:
 - a. Structure description.
 - b. Photographic and written summary of structural observations.
 - c. Recommended repair methods (if any).
3. List of bridges:
 - a. Dellinger Park Lake Bridge
 - b. Leake Mounds Trail Bridge (located near the bus barn)
 - c. Leake Mounds Trail Bridge (located near the water treatment plant)
 - d. Pettit Creek Bridge (at Cassville Road)
 - e. Pettit Creek Trail Bridge Woods
 - f. Pine Mountain Main Street Bridge
 - g. Pine Mountain Spur Bridge (Backpack Trail)

Services Not Included

1. Preparation of restoration plans and specifications.



Erik Pabst
City of Cartersville, GA
February 27, 2024
Page 2 of 3

Fees

CPL will perform the Scope of Work for a lump sum fee of **\$5,500**. All expenses are included in this fee.

TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between the City of Cartersville, GA and CPL with respect to the work to be performed by CPL for the benefit of the City of Cartersville, GA and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between the City of Cartersville, GA and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Very truly yours,

A handwritten signature in blue ink that reads "Kevin J. McOmber".

Kevin J. McOmber, PE
Executive Vice President

Accepted this _____ day of _____, 2024

By: _____ Title: _____



APPENDIX "A" TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
10. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to amount of the fees paid for professional services.
11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Parks and Recreation Department
AGENDA ITEM TITLE:	Tennessee Street Recreation Center Design
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Parks and Recreation Department is seeking approval for Croft and Associates to provide architecture and engineering services for the recreation center on Tennessee Street. The center will consist of 52,000 sq ft with three gymnasiums, a gymnastics center, a walking track, and two fitness rooms. The scope of work includes Programming/Concept Design, Schematic Design, Design Development, Construction Documents, Construction Administration, and CMAR Selection Assistance. The total cost for these services will be \$1,448,000.00. This is a budgeted request paid by 2020 SPLOST, and it is recommended for approval.</p>
LEGAL:	Reviewed by Archer and Lowell

March 1, 2024

Dan Porta
City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
dporta@cityofcartersville.org

RE: Fee Proposal
Cartersville Recreation Center/ Cartersville, Georgia

Dan:

We are pleased to submit this proposal to provide architecture and engineering services for the project referenced above. We appreciate the opportunity and look forward to working with you and your team to accomplish this exciting project.

This proposal is based on our meetings with you along with the concept sketch received from you via email on 2/08/24. For the final contract, we recommend using a Standard AIA Form of Agreement B133 between Owner and Architect.

PROJECT SUMMARY

The project entails design for the construction of a new recreation facility for the City of Cartersville at your site on Tennessee Street. The approximately 52,000 SF facility includes the following programmatic spaces:

- Basketball courts (3)
- Fitness Rooms (2)
- Gymnastics Room
- Lobby (oversize for groups)
- Greeting/Check-in/Front Counter
- Administrative Area (3 offices)
- Concession Area (no cooking)
- Storage (large for each gym and gymnastics)
- Restrooms (two sets plus family restroom)
- Elevated walking track

SCOPE OF SERVICES

Design services will be divided into six phases: Programming/ Concept Design, Schematic Design, Design Development, Construction Documents, Construction Administration, and CMAR Selection Assistance.

- **Programming/ Concept Design**

The CROFT Team will meet with your staff for a Programming session. This meeting will be highly interactive to learn your needs and will result in a written Program document. This Program will capture the goals that you have for the new facility and will serve as the basis for the Concept Design. The Concept Design will be

developed to graphically capture your vision. Presentation of the Concept Design to Mayor and Council is part of this phase Deliverables for the Programming/Concept Design Phase will include:

- Program Document
- Site Plan sketch
- Floor plan sketch
- Front elevation sketch

- **Schematic Design**

This portion of the design exercise will be focused on creating the building and site design based on the plans and elevations developed during the Concept Design phase. Additionally, the CROFT team will be focused on fully understanding the regulatory requirements of the Authorities Having Jurisdiction (AHJ) in Cartersville and their process for review and approval of this project. The goal of the schematic design phase will be preliminary approval by the AHJ. Client approval of the schematic plans and front elevation will be required to proceed to the Design Development phase. The Schematic Design will be used by the CMAR to establish the project budget.

Deliverables for the Schematic Design phase will be as follows:

- Site Plan
- Floor Plan
- Exterior Elevation
- 3D Renderings of the main facade

- **Design Development**

The Design Development phase consists of further development of the design documents in accordance with the approved Schematic Design. The design team will produce drawings that include floor plans, roof plan, building section, major interior elevations, exterior elevations, finishes and typical wall sections. The overall structural system as well as the mechanical, electrical, and plumbing systems will be defined in drawing and narrative form. The drawings will be presented for your review, comment, and approval. Design Development will include verification of the budget by the CMAR.

- **Construction Documents**

The approved Design Development drawings will be the basis for the Construction Documents. In general, CROFT will prepare Construction Documents in sufficient detail for permitting with the Authorities Having Jurisdiction and for construction of the new building. The completed Construction Documents will be used by the CMAR to verify and finalize the project budget.

Design services that will be performed for this phase will include:

- Architecture
- Interior Design
- Civil Engineering
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering

- **Construction Administration**

Services performed during this phase will include:

- Twenty-Nine (29) site visits (total) to observe construction progress – Owner/Architect/Contractor (OAC) meetings; Twenty-Four (24)* visits by the Architect and two (2) by the Structural Engineers; two (2) each by the Electrical and Mechanical Engineers; one (1) pre-construction meeting.
- Shop Drawing Review
- Submittal Review

- RFI response/clarification
- Pay Application Review and Approval
- *Estimated construction duration of 12 months (bi-weekly OAC meetings based on construction duration)

- **Construction Manager at Risk (CMAR) Selection Assistance**

CROFT will assist the City in the documentation for the official RFQ and selection of a CMAR for this project. The City will furnish all City standard information for preparation of RFQ. The RFQ package will consist of instructions to bidders, project narrative and concept design drawings.

The City will receive completed RFQ responses from the contractors and will date stamp received documents. CROFT will assist the City with the review for completeness, accuracy and any proposed alternate materials, procedures, or pricing. CROFT will assist the City to solicit clarifications for items from the contractors that may be overstated or understated in an effort to ensure that the contractors completely understand the Scope of Work. A summary of the packages with attached comparisons and narrative on any proposed alternative will be prepared and submitted to the City. The City will then select and contract directly with the selected CMAR.

DESIGN ASSUMPTIONS

1. The estimated total cost for this project is \$22,500,000.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis. Presenting design options to Mayor and Council at Concept and Schematic Design are included as a part of this proposal.
3. A current boundary survey with topography and all existing site conditions will be provided by the City to CROFT in CAD format for use in design at the start of the project.
4. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
5. Geotechnical services are not included as a part of this proposal and will be provided by the City. Material and Soil Reports shall be provided to CROFT at the start of the project.
6. Environmental services are not included as a part of this proposal. If required, City will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
7. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
8. Design of site retaining walls is not included as a part of this proposal.
9. Irrigation System design is not included as a part of this proposal.
10. Landscape design is included as a part of this proposal.
11. Landscape lighting design is not included as a part of this proposal.
12. Meetings with utility companies are not anticipated and are not included as a part of this proposal. Load estimates for Utility Power Company is not included as a part of this proposal.
13. Coordination with Georgia Power regarding usage of the easement located on the project site are included as a part of this proposal.
14. Preparation of renderings, 3D views (other than stated above) and videos are not included as part of this proposal.
15. Value Engineering after Schematic Design is not included as a part of this proposal.
16. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect, and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections

Acceptance”, to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.

17. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
18. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
19. Specialty and Theatrical lighting design is not part of this proposal.
20. Emergency generator design is included as a part of this proposal.
21. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
22. Sound System consultant and design is not included as part of this proposal.
23. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are not included as a part of this proposal. Coordination with the Low Voltage consultant is included as a part of this proposal. Conduits and boxes will be shown on electrical drawings.
24. Permit set(s) will be sent to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
25. Construction cost estimates and project budgeting services are not included as a part of this proposal.
26. Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above.
27. Owner/Architect/Contractor (OAC) meetings are included during the Construction Administration phase and will be done in conjunction with the site visits.
28. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
29. This proposal is good for sixty (60) days from the date of the proposal.
30. Reimbursable expenses are included in the base Professional Fee.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

SCHEDULE

Below is a preliminary project schedule. Confirmation of schedule will be addressed in the project kick-off meeting.

Programming/Concept Design	4 weeks from Notice to Proceed
Schematic Design:	4 weeks from Concept Design Approval
Design Development:	8 weeks from Approval of Schematic Design
Construction Documents:	10 weeks from Approval of Design Development

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

▪ Programming/Concept Design.....	\$ 19,200
▪ Schematic Design.....	\$ 180,800
▪ Design Development.....	\$ 602,600
▪ Construction Documents.....	\$ 421,900
▪ Construction Administration.....	\$ 214,300
▪ CMAR Assistance.....	\$ 9,200

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Any additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the City. No additional fees will be charged without your prior written approval.

Dan, thank you for the opportunity to submit this proposal and we look forward to working with you and your team to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,
CROFT & Associates



Jim Croft, RA, NCARB

APPROVAL

Accepted by:
Honorable Matt Santini
Mayor
Cartersville, Georgia

Signature

Date

APPROVAL

Accepted by:
Julia Drake
City Clerk
Cartersville, Georgia

Signature

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administrative
AGENDA ITEM TITLE:	Architectural and Engineering Services for New City Hall
DEPARTMENT SUMMARY RECOMMENDATION:	<p>During Visioning, we discussed options for what we want to do with our building at 19 N. Erwin Street, and it was determined to move forward with demolition of the old City Hall/Fire Station/Gas Department and replace it with a three-story building. Since Visioning, I met with Jim Croft to discuss next steps and asked for a proposal for architectural and engineering services for a new 15,000 square foot building (5,000 square feet per floor) to serve as City Hall which would include a new City Council Chambers/Municipal Court, Customer Service, Planning and Development and potentially other office space. The cost for these services and this new building will be paid for from reserves, transfers and operating revenues and is recommended for your approval.</p>
LEGAL:	N/A

March 5, 2024

Dan Porta
City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
dporta@cityofcartersville.org

**RE: Fee Proposal
Cartersville City Hall**

Dear Dan,

We are pleased to submit this proposal to provide architecture and engineering services for the project referenced above. We appreciate the opportunity and look forward to working with you and your team to accomplish this exciting project.

This proposal is based on our meeting of Thursday, February 8, 2024. For the final contract, we recommend using a Standard AIA Form of Agreement B133 between Owner and Architect.

PROJECT SUMMARY

The project includes design for a new City Hall building. The building will be three story, with approximately 5,000sf per floor for a total building area of approximately 15,000sf.

SCOPE OF SERVICES

Design services will be divided into five phases: Programming/ Concept Design, Schematic Design, Design Development, Construction Documents and Construction Administration.

- **Programming/ Concept Design**

The CROFT Team will meet with your staff for a Programming session. This meeting will be highly interactive to learn your needs and will result in a written Program document. This Program will capture the goals that you have for the new City Hall and will serve as the basis for the Concept Design. The Concept Design will be developed to graphically capture your vision. Presentation of the Concept Design to Mayor and Council is part of this phase. Deliverables for the Programming/Concept Design Phase will include:

- Program Document
- Site Plan sketch
- Floor plan sketches (3)
- Front elevation sketch w/exterior design idea images

- **Schematic Design**

This portion of the design exercise will be focused on creating the building and site design based on the plans and elevations developed during the Concept Design phase. Additionally, the CROFT team will be focused on fully understanding the regulatory requirements of the Authorities Having Jurisdiction (AHJ) in Cartersville and their process for review and approval of this project. The goal of the schematic design phase will be preliminary approval by the AHJ. Client approval of the Schematic Design will be required to proceed

to the Design Development phase. The Schematic Design will be used by the CMAR to establish the project budget.

Deliverables for the Schematic Design phase will be as follows:

- Site Plan
- Floor Plans (3)
- Exterior Elevation
- 3D Renderings of the main facade

- **Design Development**

The Design Development phase consists of further development of the design documents in accordance with the approved Schematic Design. The design team will produce drawings that include floor plans, roof plan, building section, major interior elevations, exterior elevations, general finishes and typical wall sections. The overall structural system as well as the mechanical, electrical, and plumbing systems will be defined in drawing and narrative form. The drawings will be presented for your review, comment, and approval. Design Development will include working closely with the CMAR for verification of the construction budget.

- **Construction Documents**

The approved Design Development drawings will be the basis for the Construction Documents. In general, CROFT will prepare Construction Documents in sufficient detail for permitting with the Authorities Having Jurisdiction and for construction of the new building. The completed Construction Documents will be used by the CMAR to verify and finalize the project budget.

Design services that will be performed for this phase will include:

- Architecture
- Interior Design
- Civil Engineering
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering

- **Construction Administration**

Services performed during this phase will include:

- Twenty-Four (24) site visits (total) to observe construction progress along with Owner/Architect/Contractor (OAC) meetings; Twenty (20)* visits by the Architect and one (1) by the Structural Engineer; two (2) by the Electrical and Mechanical Engineers; one (1) pre-construction meeting.
- Shop Drawing Review
- Submittal Review
- RFI response/clarification
- Pay Application Review and Approval

*Estimated construction duration of 10 months (bi-weekly OAC meetings based on construction duration)

DESIGN ASSUMPTIONS

1. The estimated total cost for this project is \$7,100,000.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis. Presenting design options to Mayor and Council at Concept and Schematic Design are included as a part of this proposal.
3. A current boundary survey with topography and all existing site conditions will be provided by the City to CROFT in CAD format for use in design at the start of the project.
4. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
5. Geotechnical services are not included as a part of this proposal and will be provided by the City. Material and Soil Reports shall be provided to CROFT at the start of the project.
6. Environmental services are not included as a part of this proposal. If required, City will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
7. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
8. The City will be responsible for preparing and executing the Construction Manager at Risk process.
9. Interior design is included as a part of this proposal. Selection and specification of furniture is not included as a part of this proposal.
10. Design of site retaining walls is not included as a part of this proposal.
11. Irrigation System design is not included as a part of this proposal.
12. Landscape design is included as a part of this proposal.
13. Landscape lighting design is not included as a part of this proposal.
14. Existing utilities at the project site are assumed to be adequate for the new building. Meetings with utility companies to deliver new utilities are not anticipated and are not included as a part of this proposal. Load estimates for Utility Power Company is not included as a part of this proposal.
15. Preparation of renderings, 3D views (other than stated above) and videos are not included as part of this proposal.
16. Value Engineering after Schematic Design is not included as a part of this proposal.
17. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect, and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections Acceptance", to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.
18. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
19. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
20. Specialty and Theatrical lighting design is not part of this proposal.
21. Emergency generator design is included as a part of this proposal.
22. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
23. Sound System consultant and design is not included as part of this proposal.
24. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are not included as a part of this proposal. Coordination with the Low Voltage consultant is included as a part of this proposal. Conduits and boxes will be shown on electrical drawings.

25. Permit set(s) will be sent to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
26. Construction cost estimates and project budgeting services are not included as a part of this proposal.
27. Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above.
28. Owner/Architect/Contractor (OAC) meetings are included during the Construction Administration phase and will be done in conjunction with the site visits.
29. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
30. This proposal is good for sixty (60) days from the date of the proposal.
31. Reimbursable expenses are included in the base Professional Fee.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

SCHEDULE

Below is a preliminary project schedule. Confirmation of schedule will be addressed in the project kick-off meeting.

Programming/Concept Design	5 weeks from Notice to Proceed
Schematic Design:	4 weeks from Concept Design Approval
Design Development:	8 weeks from Approval of Schematic Design
Construction Documents:	10 weeks from Approval of Design Development

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

▪ Programming/Concept Design.....	\$ 17,800
▪ Schematic Design.....	\$ 61,800
▪ Design Development.....	\$ 206,200
▪ Construction Documents.....	\$ 144,300
▪ Construction Administration.....	\$ 69,700

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Any additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the City. No additional fees will be charged without your prior written approval.

Dan, thank you for the opportunity to submit this proposal and we look forward to working with you and your team to accomplish this project for the City. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

CROFT & Associates



Jim Croft, RA, NCARB

APPROVAL

Accepted by:
Honorable Matt Santini
Mayor
Cartersville, Georgia

Signature

Date

APPROVAL

Accepted by:
Julia Drake
City Clerk
Cartersville, Georgia

Signature

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to Services Agreement - Polco
DEPARTMENT SUMMARY RECOMMENDATION:	This is an amendment to the services agreement with Polco regarding the Citizens Survey. The original agreement was effective from February 2, 2023, through January 31, 2024. The proposed amendment will extend our agreement by 12 months to complete the Citizens Survey.
LEGAL:	N/A

Amendment to Services Agreement No. 1

This Amendment to the Services Agreement ("Agreement") is entered into on _____ by and between Policy Confluence, Inc., a Delaware corporation ("Polco" or "Company") and the City of Cartersville, Georgia ("Customer").

Whereas, the Customer and Polco entered into an Agreement effective February 2, 2023 and

Whereas, the Parties desire to amend the Agreement;

Now, therefore, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. The Initial Term of the Agreement shall be extended from twelve (12) months to twenty four (24) months from the Initial Term Starting Date (February 1, 2023) and the Initial Term shall end on January 31, 2025.
2. Following the Initial Term of the Agreement, the Renewal Term, shall be for an additional twenty four (24) month period, and shall commence only upon written approval by the Customer.
3. During the Initial Term and optional Renewal Term the Company shall provide the new services described on the new scope of work below in Schedule B and the Customer agrees to compensate the Company for such new services as described in Schedule B. All services during the Renewal Term in Schedule B are subject to final budget approval by Cartersville City Council the time of services rendered between 2/1/2025-1/31/2027.

Schedule B

Fee Type	Name	Fee
Software Services Subscription	<p>Polco Engage Module(All) + Assess Module(10k-25k Population) - The National Community Survey®</p> <p>Assess: (Formerly Performance) Per assessment, per iteration. The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion.</p> <p>Engage: Unlimited surveys, polls, and live events for resident input and measuring resident satisfaction on a variety of livability topics.</p>	\$17,000/2-Years
Software Services Subscription	½ Page of Custom Questions	\$2,800/2-Years
Software Services Subscription	One Open Ended Question	\$2,800/2-Years
Subscription	Remote Presentation of Results	\$2,800/2-Years
		Total: \$24,800/2-Years

POLICY CONFLUENCE, INC.

By:

Name:

Title:

City of Cartersville, Georgia :

By:

Name:

Title:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 7, 2024
SUBCATEGORY:	Surplus Equipment
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Surplus Equipment
DEPARTMENT SUMMARY RECOMMENDATION:	This is a list of vehicles/equipment deemed as surplus by our departments. I am requesting approval of this surplus to authorize the listing of these items for sale on GovDeals.
LEGAL:	N/A

Department	Asset #	VIN/Serial #
Gas	917	1FTMF1CF7BFB05270
	921	1FDNF21L14EB71949
Parks and Recreation	702	1FTMF1CM9EFB86842
	708	2FTRF17W34CA38312
	759	1FTPW12V57FA34583
Public Works	6002	1FBSS31L27DA08749
Water	N/A	760780

[illegible]

<i>Problems</i>
Age and repair costs
Age and repair costs
Age and mileage
Age and repair costs
Age and repair costs
Age and leaking fuel tank
Does not run