



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, January 19, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. January 5, 2023 Council Meeting Minutes

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

2. T23-01. City of Cartersville

RESOLUTIONS

3. Annual Update of CIE & CWP

FIRST READING OF ORDINANCES

4. Downtown Entertainment Zone Ordinance – Pub Crawl Cups

5. Downtown Entertainment Zone Ordinance – Service Times

6. Downtown Entertainment Zone Ordinance – Map Expansion

CONTRACTS/AGREEMENTS

- [7.](#) Amendment to the Solar Power Purchase Contract
- [8.](#) Amendment to Tennessee Street Lease

BID AWARD/PURCHASES

- [9.](#) Matthews Garage Repair Invoice
- [10.](#) Municode/Civic Plus Annual Costs
- [11.](#) Lenco Bearcat
- [12.](#) PSHQ HVAC Repair
- [13.](#) New Fire Truck Purchases

MONTHLY FINANCIAL STATEMENT

- [14.](#) November 2022 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	January 5, 2023 Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from January 5, 2023, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
January 5, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

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

Council Member Stepp made a motion to go into Closed Session for the purposes of Property and Potential Litigation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Mayor Santini closed Work Session at 7:20 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:25 P.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Fox.

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

Absent:

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. December 15, 2022, Council Meeting Minutes

Council Member Fox made a motion to approve the December 15, 2022, Meeting Minutes. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 6-0

APPOINTMENTS

2. Appointment and Swearing in of Municipal Court Judge

Keith Lovell, Assistant City Attorney stated this is the annual reappointment of Municipal Court Judge Harry White, as required according to statute per Keith Lovell.

3. Appointment and Swearing in of Assistant Municipal Court Judge

Mr. Lovell stated this is the annual reappointment of Assistant Municipal Court Judge Harry White, as required according to statute.

Council Member Roth made a motion to approve the appointment of the Municipal Court Judge and Assistant Municipal Court Judge. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 6-0

Julia Drake, City Clerk, swore in Municipal Court Judge, Harry White and Assistant Municipal Court Judge, Jay Choate.

Mr. White stated he was honored to serve as Municipal Court Judge.

Mr. Choate stated he was very thankful for the opportunity to serve as Assistant Municipal Court Judge.

CONTRACTS/AGREEMENTS

4. Cartersville Municipal Court Judges Contract

Mr. Lovell stated this is the renewal of the Municipal Court Contract for the judges that provide their services in the Cartersville Municipal Court.

A motion was made by Council Member Fox to approve the Cartersville Municipal Court Contract for Judges. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

5. TalenTrust Recruitment Agreement

Sidney Forsyth, Water Department Director, stated the Water Department Engineer is scheduled to retire in May of 2023. To be proactive and fill this important job, the position was opened and advertised for hiring in December of 2021. We have had very little success in this process. Additionally, we have a need and workload for a second, but potentially less experienced engineer as well. The consequences of not filling this position are the delay of capital improvement projects, developer plan review delays, and the costs of contracting daily work required to be performed by a licensed Professional Engineer.

Based on references within the water industry, the Water Department and Human Resource Director have engaged with TalenTrust to draft a Recruitment and Consulting Service agreement.

The costs of this service would be a flat monthly fee of \$7,560.00 per month for up to four (4) months, plus a success fee of \$5,040.00 for each position filled. This includes a twelve (12) month replacement guarantee for each position filled. It was recommended to contract with TalenTrust for the stated services for up to four (4) months. This is not a budgeted expense, but funds are available from Water Department revenue. These expenses will be paid from account 505.3320.52.1200.

A motion was made by Council Member Wren to approve the Talentrust Recruitment Agreement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

BID AWARD/PURCHASES

6. Generator Maintenance Invoices

Mr. Forsyth stated the Water Department hired Nixon Power Services to perform work on two emergency diesel generators. The #1 generator at the Water Treatment Plant, installed in 1990, required a 20-year cooling system maintenance and rebuild for a cost of \$11,515.48. The standby generator for the Main Street sewer lift station required cooling system repair for a cost of \$8,199.96.

The total cost for both generators is \$19,715.44. These are budgeted expenses to be paid from each plant’s maintenance account.

A motion was made by Council Member Fox to approve the Generator Maintenance Invoices. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Council Member Wren made a motion to add two (2) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

7. Monroe County Tax Bill

Michael Dickson, Gas Department Director, stated this is the annual property tax bill for our natural gas storage facility in Monroe County, Mississippi. The bill is in the amount of \$12,495.91. This is a budgeted item and Council's approval was recommended.

A motion was made by Council Member Wren to approve the Monroe County Tax Bill. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

8. Steel Pipe Purchase

Mr. Dickson stated the Gas System requested bids for the purchase of 500 feet of 6-inch pipe and 320 feet of 8-inch pipe to replenish stock used on various projects. Three bids were requested, but only one was received.

Consolidated Pipe and Supply of Lawrenceville, Georgia submitted a bid of \$33,526.00. They are the largest vendor in our area and are typically the only one that will submit a bid for this type of material. This is a budgeted purchase and Council's approval was recommended.

A motion was made by Council Member Wren to approve the Steel Pipe Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

9. Line Stopper Fitting Purchase

Mr. Dickson stated the Gas System requested bids for the purchase of two 8-inch Mueller Line Stopper Fittings. The fittings are associated with the relocation of City facilities in conflict with a GDOT bridge construction project over Dykes Creek in Floyd County. The manufacturer of the fittings, the Mueller Company, of Decatur, Illinois, submitted a quote of

\$11,471.74 with a lead time of 240 days. No other vendors had these items in stock. This is a budgeted purchase and Council's approval is recommended.

A motion was made by Council Member Cooley to approve the Line Stopper Fitting Purchase. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 6-0

10. 2023 Election Qualifying Fees

Mrs. Drake stated there is an election this year on November 7, 2023. City Council must approve the qualifying fees for candidates to run for office. These fees have not changed since the last election. The qualifying fees are as follows: Mayor - \$216; City Council - \$144; School Board - \$35. If approved, these qualifying fees will be advertised in the newspaper.

Council Member Fox made a motion to approve 2023 Election Qualifying Fees. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 6-0

ADDED ITEMS

11. Right of Way Deed of Dedication

Mr. Lovell stated this was a Right of Way Deed of Dedication for Aquabreeze Car Wash on Felton Road and recommended approval.

Council Member Roth made a motion to approve the Right of Way Deed of Dedication. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

12. TransSafe Message Boards Purchase

Freddy Morgan, Assistant City Manager, requested approval for the purchase of two (2) digital message boards from TransSafe. Purchase price would be \$18,271.00 each. Delivery time would be three (3) weeks.

Council Member Stepp made a motion to approve the TransSafe Message Boards Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

ADJOURNMENT

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

Meeting Adjourned at 7:43 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T23-01. City of Cartersville
DEPARTMENT SUMMARY RECOMMENDATION:	Text Amendment to Chapter 26, Zoning, Article XIV, Business Park Overlay District, to increase the height of allowed buildings from 50ft to 75ft. and to correct a conflict in the language for required parking lot landscape islands. Planning Commission recommended approval 5-0.
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino and David Hardegree

Date: Dec. 12, 2022

Re: *Text Amendment T23-01. Update to Chapter 26, Zoning, Article XIV, Business Park Overlay District.*

Cartersville- Bartow County Economic Development Department has requested that *Chapter 26, Zoning, Article XIV, Business Park Overlay District.* ordinance be revised to increase the height of the primary structures for allowed uses from 50ft. to 75ft. Bartow County did this in 2021 for their jurisdiction in the Industrial Park. This revision will provide consistency between City and County ordinances.

Also, this amendment will eliminate a conflict regarding landscape islands in parking lots. One section of Sec. 14.7 states one island is required per (12) parking spaces. Another section states one island is required per (15) parking spaces. The amendment will eliminate the one island per (15) parking spaces requirement. This will make the overlay district regulations consistent with the City’s landscape ordinance.

The current ordinance and proposed ordinance amendment are attached.

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

Case Number 123-01 Meeting: January 19, 2023 Item 2.
Date Received: 11-15-22

Public Hearing Dates:

Planning Commission 1-10-23 5:30pm 1st City Council 1-19-23 7:00pm 2nd City Council 2-2-23 7:00pm

APPLICANT INFORMATION

Applicant <u>City of Cartersville Planning & Dev. Dept.</u> (printed name)	Office Phone <u>770-387-5600</u>
Address <u>10 N. Public Sq</u>	Mobile/ Other Phone _____
City _____ State _____ Zip _____	Email _____
<u>David Hardegree</u> Representative's printed name (if other than applicant)	Phone (Rep) _____
_____	Email (Rep) _____
Representative Signature _____	Applicant Signature _____
Signed, sealed and delivered in presence of: _____	My commission expires: _____
Notary Public	

1. Existing Text to be Amended: Chapter 26, Zoning

Article XIV, Section 14-3 & 14-7, Subsection _____

Existing Text Reads as Follows: 1. Maximum building height is currently 50ft.

2. Conflict in parking lot landscape island requirements. Shown as 1 island every 12 spaces and 15 spaces.

2. Proposed Text:

Proposed Text Reads as Follows: 1. Increase allowable building height from 50ft. to 75ft.

2. Correct discrepancy for landscape island requirements. Corrective Action: Delete reference to 1 island per 15 spaces.

See attached documentation.

(Continue on additional sheets as needed)

3. Reason(s) for the Amendment Request: _____

1. To provide greater flexibility for building design that incorporates towers, cranes, lifts, large equipment, etc. and to align the City ordinance with County ordinance for building height in the same industrial park.

2. Correct conflict for landscape island requirements.

(Continue on additional sheets as needed)

**REQUIREMENTS FOR FILING
AN APPLICATION FOR TEXT AMENDMENT(S)
CITY OF CARTERSVILLE, GA**

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2nd Floor. Cartersville, GA 30120.

Requirements

1. **Completed Application:** Include all signatures. Complete items 1, 2 and 3.
2. **Filing Fee:** A non-refundable filing fee of **\$400.00** must accompany the completed application.
3. **Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of **\$30.00** which covers the cost of the newspaper ad.
4. **Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

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 26 – ZONING. ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT. SEC. 14-3. – GENERAL AREA, HEIGHT AND SETBACK REGULATIONS. The provision regarding “Maximum building height” is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-3. General area, height and setback regulations.

Maximum building height (see below): 75 feet

2.

All other existing provisions of Sec. 14-3 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING. ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT. SEC. 14-7. – LANDSCAPING REQUIREMENTS. SECTION B. *Parking lot interior island design* is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-7. Landscaping requirements.

B. *Parking lot interior island design.* One (1) tree required per island having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs or depressed curbs.

2.

All other existing provisions of Sec. 14-7 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

ARTICLE XIV. BUSINESS PARK OVERLAY DISTRICT

Sec. 14.1. Purpose.

The purpose of the Business Park Overlay District is to provide uniform regulations for a joint City of Cartersville-Bartow County industrial/business park, a portion of which is located in each jurisdiction. To provide consistency for property owners and future uses, and to benefit the public health, safety and welfare, the city and county have adopted identical regulations as follows. The Business Park Overlay District, where applied via amendment to the official zoning maps of the participating government, shall control over inconsistent regulations contained in other ordinances and the Code of Ordinances of each jurisdiction, whether or not the provisions herein are stronger or weaker restrictions.

Sec. 14.2. Boundary map.

The boundaries of the portion of the business park located within the city limits of Cartersville are shown in the boundary map included as Exhibit "B" in Article XXV, which is hereby incorporated into and made part of this article by reference.

Sec. 14.3. General area, height and setback regulations.

Minimum lot size: One (1) acre.


Maximum lot coverage (impervious surface limitation): Seventy-five (75) percent.

Required lot width at street right of way (internal street): Forty (40) feet (twenty-five (25) feet in cul-de-sac).

Front setback: Forty (40) feet.

Side setback: Fifteen (15) feet.

Rear setback: Twenty (20) feet.

 *Maximum building height (see below):* Fifty (50) feet.

Buffers (see below): Fifty (50) feet except as noted.

- A. The zoning administrator may grant an administrative variance of up to twenty (20) percent to any of the general area, height and setback regulations listed above. Additionally, he or she may grant an administrative variance on the undisturbed buffer requirements, if the proposed landscaping and screening in the buffer enhances the screening of the adjacent property.
- B. Building height. With the approval of the zoning administrator, maximum height may be increased by variance. Building height limitations shall not apply to accessory structures such as water towers, conveyer belts, smokestacks and other incidental and uninhabited parts of industrial uses.

- C. Buffers. A fifty-foot buffer shall apply adjacent to all land uses, except that no buffers shall be required from industrial to industrial. Further, there shall be a two hundred-foot buffer required where shown on the overlay district map adjacent to existing residential uses as of the date of adoption of the overlay district. When any of the existing residential uses are rezoned to a nonresidential zoning classification, the buffer adjacent to that property shall be reduced to fifty (50) feet, unless it is a similar zoning classification, in which case the buffer requirement shall not apply. Buffers shall be undisturbed, except that, if the buffer is adjacent to a residential use, and is insufficiently dense to be opaque to vision year-round, the zoning administrator may require that the buffer shall be planted with sufficient vegetation so that it is opaque year-round, to a depth of at least twenty-five (25) feet. Buffers may be used for perpendicular crossing by access roads and utilities, but not for lateral roads or parking. Buffers may be used for detention ponds, provided that vegetative screening remains or is planted between the pond and the property line. The zoning administrator shall approve buffer plans and plantings.
- D. Setbacks shall be measured from the property or lot line. As setback exceptions, the following may intrude into the setback zone: unsupported roof overhangs, steps, walkways and access roads, landscaping and irrigation systems, planters, architectural fences and walls not exceeding forty-two (42) inches, and underground utilities and sewers.

Sec. 14.4. Permitted uses.

The following uses are permitted in the Business Park Overlay District. Any use not specifically listed is prohibited, except as permitted by section 14.5.

- Business offices.
- Call center.
- Data center.
- Distribution facilities.
- Education and training facilities.
- Light industrial uses which may include manufacturing, fabricating, procession or assembling of product and equipment which are housed within a building.
- Manufactured or portable building manufacturers.
- Manufacturing, except explosives or fireworks.
- Outdoor storage (as an accessory use).
- Public utility facilities.
- Radio, TV and other communication towers.
- Research and development facilities.
- Research laboratories and biomedical laboratories.
- Retail or services uses.
- Telecommunication structures.

- Warehousing.
- Wholesale trade and distribution.

Sec. 14.5. Conditional industrial uses.

Any industrial use not listed above, and otherwise permitted either as a permitted or conditional use in the Bartow County General Industrial District or the Bartow County Heavy Industrial District (for Bartow County's portion of the district) or permitted either as a permitted or conditional use in the City of Cartersville H-I district at Chapter 26, section 10.2.2.A.2. of the City of Cartersville Zoning Ordinance (for Cartersville's portion of the district), may be permitted in the respective jurisdiction, upon grant of a conditional use permit. The applicant shall submit an application for a conditional use subject to the standards, regulations and criteria contained in the applicable underlying zoning ordinance and the application shall proceed as a conditional use permit pursuant to the applicable underlying zoning ordinance. The local government considering the permit application shall be empowered to impose conditions on the approval to ameliorate any negative impacts of the proposed use, including restrictions on noise, vibration, light or glare, hours of operation, additional buffering and any other appropriate condition.

Sec. 14.6. Prohibited uses.

Notwithstanding the foregoing, any uses listed herein shall be prohibited and may not be approved for the district, even as a conditional use.

- Airports and landing fields;
- Coal burning facilities;
- Paper and pulp manufacturers;
- Explosives, including fire works manufacture or storage in bulk quantities;
- Garbage, offal, dead animal reduction or dumping;
- Mining and related activity;
- Quarrying and related activity;
- Stock yards, commercial;
- Conversion of energy by nuclear fusion or fission;
- Blasting.

Sec. 14.7. Landscaping requirements.

All developments shall comply with the following minimum landscape requirements:

Border landscaping—Building: Five (5) feet wide (none between building and truck courts).

Border landscaping—Vehicular use area: Five (5) feet wide.

Trees along vehicular use area: One (1) per seventy-five (75) feet.

Border landscaping—Road ROW: One (1) per thirty (30) feet, ten (10) feet wide.

Parking lot landscaping islands: One hundred sixty (160) square feet, required at end of each row; i.e., three hundred twenty (320) square feet for double row.

Parking lot landscaping—Trees: One (1) tree per island.

→ *Parking lot landscaping—Spaces:* One (1) island per twelve (12) spaces.

New plant materials—Trees: Eight (8) feet in height at planting, fifteen (15) feet at maturity.

A. *Parking lot terminal island design.* Each single and double row of parking spaces shall be terminated by landscaped islands, no less than nine (9) feet in width and no less than fifteen (15) feet in length and shall include at least one (1) tree having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs or depressed curbs.

→ **DELETE UNDERLINED SENTENCE** B. *Parking lot interior island design.* A minimum of one (1) interior island shall be provided for every fifteen (15) parking spaces or fraction thereof. One (1) tree required per island having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs or depressed curbs.

C. *New plant materials.*

1. *Trees.* A tree shall attain an average crown spread over fifteen (15) feet at maturity. Trees having an average crown spread of less than fifteen (15) feet may be substituted by grouping the same so as to create the equivalent of a fifteen-foot crown spread. All trees shall be of a species which can be maintained with a minimum of five (5) feet of trunk height. New trees shall have a minimum of two and one-half (2.5) inches diameter at breast height (DBH) measured four and one-half (4.5) feet above ground and shall be a minimum of eight (8) feet in overall height immediately after planting.
2. *Shrubs.* Shrubs shall be a minimum of one (1) foot in height when measured at the time of planting.

Sec. 14.8. Street design standards.

Streets in this overlay district shall be paved to minimum twenty-eight-foot width, with a section of eight-inch GAB, three-inch binder and one and one-half-inch surface course.

Sec. 14.9. Reserved.

Editor's note(s)—Section 14.9, formerly entitled "Signs", was deleted by Ord. No. 01-13, § 15, adopted Jan. 3, 2013.

Ordinance No. 01-23

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING. ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT. SEC. 14-3. – GENERAL AREA, HEIGHT AND SETBACK REGULATIONS. The provision regarding “Maximum building height” is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-3. General area, height and setback regulations.

Maximum building height (see below): 75 feet

2.

All other existing provisions of Sec. 14-3 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: January 19, 2023

SECOND READING: February 2, 2023

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. 02-23

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING. ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT. SEC. 14-7. – LANDSCAPING REQUIREMENTS. SECTION B. *Parking lot interior island design* is hereby deleted in its entirety and replaced as follows:

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Sec. 14-7. Landscaping requirements.

B. *Parking lot interior island design.* One (1) tree required per island having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs, or depressed curbs.

2.

All other existing provisions of Sec. 14-7 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: January 19, 2023
SECOND READING: February 2, 2023

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Annual Update of CIE & CWP
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees and/or have an adopted impact fee ordinance.</p> <p>As you are aware, we held the required public hearing for the updated information on December 1, 2022, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to formally adopt it.</p>
LEGAL:	NA

Resolution No. 01-23

ADOPTION RESOLUTION

Capital Improvements Element

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element and Community Work Program; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on December 1st, 2022 at 9:00 A.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herein as Exhibit “A” as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, the 19th of January, 2023.

Mayor, City of Cartersville, Georgia

ATTEST:

City Clerk, Julia Drake

Capital Improvements Element 2022 Annual Update:

Financial Report & Community Work Program

City of Cartersville, GA
AS ADOPTED 01/19 /2023

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Cartersville Capital Improvements Element, as adopted by the City in

October, 2006 last modified January 2022.

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 6).

The City’s fiscal year runs from July 1 to June 30.

Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a

community work program (CWP)—as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Community Work Programs annually.”¹

According to DCA’s requirements,² the CWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document, beginning on page 7.

¹ Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

² Chapter 110-12-1-.05(2)(c)(i).

**IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA
Fiscal Year 2022**

Cartersville, GA		Annual Impact Fee Financial Report - Fiscal Year 2022						
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Admin-istration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Collected (July 1, 2021 through June 30, 2022)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income July 1, 2021 through June 30, 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fee Fund Balance June 30, 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Encumbered	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00

SCHEDULE OF IMPROVEMENTS

**The City of Cartersville amended its “Impact Fee” fee schedule to a maximum \$0.00 for all categories (units of measurement and land-use category) on September 3, 2009. All funds to that point have been properly reported in accordance with Impact Fee Financial Reporting Guidelines as can be viewed in the 2009 and 2010 financial reports. If/when a new fee schedule is established, project costs and schedule of improvements will be re-evaluated*

Public Facility:		Library						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Collection Materials	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$0.00	Delayed from 2007
Collection Materials	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00	\$0.00	
Collection Materials	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00	\$0.00	
Collection Materials	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$24,640.16	\$0.00	
Collection Materials	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00	\$0.00	
Collection Materials	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$29,393.45		
Collection Materials	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
			\$1,421,288.21		\$1,384,318.81	\$54,033.61	\$0.00	

Public Facility:		Fire Protection						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
New Station 4 (7,000 sf)	2007	2008	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (15,000 sf)	2010	2011	\$2,625,000.00	3.3%	\$87,500.00	\$117,475.74	\$0.00	
Station 3 Relocation (7,000 sf)	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00		
New Station 5 (7,000 sf)	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	2007	2007	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2007	2007	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
			\$7,635,000.00		\$4,017,085.42	\$117,475.74	\$0.00	

Public Facility:		Police Department						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Facility Space (8,400 sf)	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$85,694.34	\$0.00	
			\$1,470,000.00		\$1,460,950.20	\$85,694.34	\$0.00	

Public Facility:		Parks & Recreation						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Future Park A (50 acres)	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (50 acres)	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
3 Track/Trails	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$49,433.59	\$0.00	start date tba
2 Tennis Courts	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
2 Playgrounds	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
			\$4,110,460.06		\$4,087,460.06	\$49,433.59	\$0.00	

Public Facility:		Road Improvements						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Douthit Ferry (widening)	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$31,039.18	n/a	To be paid by Carter Grove through agreement
Terrell Drive (turn lane)	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00	\$0.00	
Center Road (widening)	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
			\$1,414,825.00		\$1,331,525.00	\$31,039.18	\$0.00	

2023-2027 COMMUNITY WORK PROGRAM CITY OF CARTERSVILLE, GA

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Economic Development

<p>Continue to participate in the BCJDA and BC2JDA, equally with the County, and implement applicable components of the Economic Development Strategy, including:</p> <ol style="list-style-type: none"> 1. Retain / Expand Existing Industries & Attract New Ones 2. Improve Tax Digest per FTE 3. Develop Industrial Property 4. Implement the Comprehensive Financing & Administrative Plan 5. Support Workforce & Community Development 	X	X	X	X	X	n/a	General Fund	Bartow-Cartersville Joint Development Authority (BCJDA), Bartow-Cartersville Second Joint Development Authority (BC2JDA) City Council, Commissioner,
Support collaboration among secondary and post-secondary education partners with each other and with employers, in regard to specialized job training programs and venues.	X	X	X	X	X	n/a	General Fund	BCJDA, Chamber

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric/Electric Cities of GA, BCJDA
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

Natural and Historic Resources

Update Historic Preservation Design Standards	X					n/a (in house)	General Fund	City Council, Planning
Update Historic Resource Survey		X	X			TBD	General Fund, Grant	City Council, Planning
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

Community Facilities

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
Automated Airport Weather System		X				\$220,000	Federal & State Grants	CMO

Public Works

Develop a long-range comprehensive transportation plan	X					Per MPO allotment	MPO	MPO Policy and Technical committees
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$76000 match for LMIG	SPLOST	Public Works
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Right-of-way acquisition and utility relocation)			X			\$11,350,000	2020 SPLOST	Public Works
Equipment replacement	X	X	X	X	X	Variable	General Fund	Public Works

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Stormwater Division

MS4 Compliance	X	X	X	X	X	\$50,000/yr	General Fund, Stormwater Revenue	Stormwater Division
Railroad Ditch Improvements	X	X	X	X	X	\$100,000	General Fund, Stormwater Revenue	Stormwater Division
Terrell Heights Drainage	X					\$1,800,000	ARPA	Stormwater Division
Erwin-Leake Street Pipe Upgrade	X	X				\$600,000	ARPA	Stormwater Division
Pipe Liner Project	X	X				\$350,000	ARPA	Stormwater Division
Erwin Street Ditch Stabilization		X				\$1,200,000	ARPA	Stormwater Division
West Ave Culvert Removal			X			\$600,000	ARPA	Stormwater Division
Downtown Flood Study		X				\$50,000	Stormwater Revenue	Stormwater Division

Fire Department

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
Construct and place into operation Station #5/Cartergrove			X			\$4,500,000	Undetermined	City Council, Fire Department

Police Department

Demo existing building at firing range and build new training building	X	X				\$1,000,000	SPLOST	Police Department
Replace police patrol units – on going	X	X	X	X	X	\$320,000/yr	Federal asset forfeiture funds	Police Department
Purchase a Bearcat Armored Vehicle	X					\$320,000/yr	SPLOST	Police Department
Replace ALL Protective vests - ongoing	X	X	X	X	X	\$10,000/yr	General Fund	Police Department

Library

Collection Materials	X	X	X	X	X	\$552,438	General Fund	Library
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Parks & Recreation

Purchase/Develop Northside park land & development		X	X	X		\$2,825,000	2020-SPLOST	Parks and Recreation
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Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replacement of Pool Pak & Boiler at Senior Aquatic Center						COMPLETED FY21	General Fund	Parks and Recreation
Goodyear Clubhouse Renovation						COMPLETED FY21	General Fund	Parks and Recreation
Restrooms/Pavilion @ Pine Mt. Recreation Area – West Trailhead		X				\$150,000	General Fund/Grant	Parks and Recreation
Restroom/Pavilion @ Leake Mounds Trailhead		X				\$150,000	General Fund/Grant	Parks and Recreation
Dellinger Park Trail Renovation	X					\$100,000	Park Bond	Parks and Recreation
Dellinger Park Perimeter Fence Replacement				X	X	\$100,000	General Fund	Parks and Recreation
Dellinger Park Tennis Courts renovation/resurfacing	X					\$350,000	General Fund/Park Bond	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a (implementation is cumulative from stated projects in STWP list)	General Fund, GDOT Grant, Park Bond	Parks and Recreation
Cartersville Sports Complex Field Lighting (F#3 & F#4)		X				\$250,000	Park Bond	Parks and Recreation
Dellinger Park Tennis Lighting (Ct.6-7, 13-14) & Basketball Ct Lighting		X				\$100,000	Park Bond	Parks and Recreation

School System

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X	X	X	X	X	n/a	School Board	Cartersville School System
Construction for a new primary school to support the Carter Grove development/city.	X					n/a	School Board	Cartersville School System

Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	n/a	Electric Utility/MEAG
Area Lighting upgrades to LED	X	X	X	X	X	\$90,000/YR, avg	Electric Revenue	Electric Utility
Vehicle Replacement	X	X	X	X	X	\$1,000,000	Electric Revenue	Electric Utility
Beauflor Expansion	X					\$100,000	Electric Revenue	Electric Utility
New Highland 75 Customer		X	X			\$300,000	Electric Revenue	Electric Utility
Electric System Study	X	X	X	X	X	\$60,000	Electric Revenue	Electric Utility
Advanced Metering Infrastructure (AMI)	X	X				\$1.7M	Electric Revenue & Reserves	Electric Utility

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Underground Cable Relocation – Cass White RD			X			\$20,000	Electric Revenue	Electric Utility
Various reconductoring projects to upgrade older lines and poles to current standards	X	X	X	X	X	\$15,000/YR	Electric Revenue	Electric Utility
Main St/Center Rd. tie-line	X	X	X			\$235,000	Electric Revenue	Electric Utility
Tie line from substation #4 to Substation #12			X			\$105,000	Electric Revenue	Electric Utility
HPS to LED street lighting conversion	X	X	X	X	X	\$145,000/YR	Electric Revenue	Electric Utility

Gas Utilities

Cassville-White Road Widening: I-75 to Old Grassdale Road (Bartow County) - 4" HP steel relocation	X	X				\$100,000	Gas Revenue	Gas System
S.R. 113/Old Alabama Rd Relocation-Pumpkinvine Creek to C.R. 699: 2", 4" & 8" relocation	X	X				\$435,000	Gas Revenue	Gas System
Toyo Tire North America/Zion Road Development Area: Great Valley Parkway to Pettit Creek - 8" HP steel extension	X	X	X	X	X	\$500,000	JDA Funds	Gas System
Rowland Springs Road P.E. Extension - 6" P.E. extension, Dean Road to McCaskey Creek Road			X			\$35,000	Gas Revenue	Gas System

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Highland 75 – 6" HP steel extensions (internal)	X	X	X	X	X	\$575,000	JDA Funds	Gas System
Gilreath Road/Peeples Valley Road 6" HP Loop			X			\$75,000	Gas Revenue	Gas System
CS/1054/Douthit Ferry Rd from Old Alabama Rd to CS SR61/SR113 CSSTP-0007-00(494)		X	X			\$350,000	Gas Revenue	Gas System
S.R. 293/Kingston Hwy at Dykes Creek 0015544	X					\$250,000	Gas Revenue	Gas System
Bridge replacement of CS 963/Sugar Valley Rd at Nancy Creek 0016596	X					\$150,000	Gas Revenue	Gas System
Grassdale Rd from SR3/SR 20 0016628	X					\$75,000	Gas Revenue	Gas System
Rome-Cartersville Development Corridor 0013238		X				\$640,000	Gas Revenue	Gas System
GDOT Road Relocations	X					\$125,000	Gas Revenue	Gas System
District Regulating Station Renewals	X	X	X	X	X	\$125,000	Gas Revenue	Gas System

Water & Sewer Department

Replace Kohl's High Pressure Pump Station	X					\$2,800,000	Water & Sewer Revenue, Debt	Water & Sewer Department
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Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
12" Water Main – Jones Mill to Pine Vista (1.5 miles)					X	\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Crestwood S/D				X		\$2,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Jordan Pines					X	\$1,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
High Pressure System Loop Completion		X				\$1,700,000	Water & Sewer Revenue, Debt	Water & Sewer Department
West Avenue Water Main Replacement			X			\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Downtown Water Main Replacement – Phase 2			X			\$2,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Continue loop of City with 36" line from Old Mill to Mission Rd.			X			\$12,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Water line – Replace old 10" on Cherokee from Erwin Street to Cassville Road (~2,000 ft) with 12"				X		\$850,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Fire Hydrant Replacement Program	X	X	X	X	X	\$20,00/YR	Water & Sewer Revenue, Debt	Water & Sewer Department
Water meter change out (AMI)	X	X				\$4,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replace asbestos cement main from Zena Dr to County Meter Pit (~2,000 feet – 12")			X			\$750,000	Water & Sewer Revenue, Debt	Water & Sewer Department
New Water Dept. Office/Lab Complex	X	X				\$12,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Water/Sewer Rate Study	X	X				\$100,000	Water & Sewer Revenue, Debt	Water & Sewer Department
WTP Lagoon Dredge	X					\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Sewer Inflow & Infiltration Elimination Program	X	X	X	X	X	\$60,000/YR	Water & Sewer Revenue, Debt	Council, Water & Sewer Department
Mission Rd Sewer Replacement – Phase 3	X					\$2,500,000	Water & Sewer Revenue, Debt	Council, Water & Sewer Department

Housing

Pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Address crime concerns in selected neighborhoods – on going	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council

Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
Follow up on Hotel/motel code enforcement compliance	X	X	X	X	X	n/a	General Fund	Planning
Investigate opportunities to increase housing in the downtown area	X	X				n/a	General Fund	City Council, Planning
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne, North west Industrial and South Industrial areas	X					n/a	General Fund	City Council, Planning
Refine, and create an Overlay District for the Tennessee Street Corridor	X					\$200,000	General Fund and/or Transp.grant	City Council, Cartersville Bartow MPO

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design.	X					variable	Grants, General Fund	DDA, City Council,
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Continue "Quiet Zone" efforts.	X	X	X	X		\$2,500,000	2020 SPLOST	Engineering, DDA, Council



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Downtown Entertainment Zone Ordinance – Pub Crawl Cups
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The DDA is requesting a change to the DEZ Ordinance to include the use of authorized Pub Crawl cups within the district during the events dates only.</p> <p>Alcohol Control Board approved the use of authorized Pub Crawl cups within the district during the events dates only. Vote 4-0.</p> <p>DDA Board and staff recommends approval.</p>
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 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-106 CONSUMPTION ON OTHER PUBLIC PLACES is amended by deleting section (f)(4) only and replacing the same as indicated below.

1.

Sec. 4-106. - Consumption in other public places.

(f) Downtown Entertainment Zone:

- (4) Drinking alcoholic beverages from a can, bottle, glass, or non-approved disposable plastic cup off-premises is prohibited. The use of silicone Pub Crawl cups are permitted during authorized event dates only and only by authorized ticket holders.

2.

All other existing provisions of Sec. 4-106 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

ATTEST:

MATTHEW J. SANTINI, MAYOR

JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Downtown Entertainment Zone Ordinance – Service Times
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The DDA is requesting a change to the DEZ Ordinance to expand the service times of the DEZ to Monday-Saturday during regular service hours, excluding Sunday.</p> <p>Alcohol Control Board denied the expansion of the service times of the DEZ to Monday - Saturday during regular service hours, excluding Sunday. Vote 4-0.</p> <p>DDA Board and staff recommends approval.</p>
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 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-106 CONSUMPTION ON OTHER PUBLIC PLACES is amended by deleting section (f)(6) only and replacing the same as indicated below.

1.

Sec. 4-106. - Consumption in other public places.

(f) Downtown Entertainment Zone:

- (6) Hours of consumption. Monday through Saturday between the hours of 11:00 a.m. and 10:00 p.m., consumption on premises licensees may authorize the sale of alcoholic beverages in the designated disposable plastic cups for off-premises consumption in the Downtown Entertainment Zone and shall not allow alcoholic beverages to be removed from their licensed premises, at any other time or manner.

The following dates/events are excluded and no off-premises consumption shall be allowed:

- a. First Thursday in December for the Christmas Parade;
- b. On the day of the Cartersville High School Homecoming Parade;
- c. Any other date as determined by council by resolution.

2.

All other existing provisions of Sec. 4-106 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

ATTEST:

MATTHEW J. SANTINI, MAYOR

JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Downtown Entertainment Zone Ordinance – Map Expansion
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The DDA is requesting a change to the DEZ Ordinance to expand the map west on Main Street to Noble Street and to expand the map east on Cherokee Avenue to Stonewall Street.</p> <p>Alcohol Control Board denied the request to expand the map west on Main Street to Noble Street and to expand the map east on Cherokee Avenue to Stonewall Street. Vote 2-2.</p> <p>DDA Board and staff recommend approval.</p>
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 4 – ALCOHOL BEVERAGES. ARTICLE I. – IN GENERAL. DIVISION 1. GENERALLY. SECTION 4-1 DEFINITIONS is amended by deleting the definition of Downtown Entertainment Zone and replacing the same as indicated below.

1.

Sec. 4-1. – Definitions.

Downtown entertainment zone means and includes the following area as delineated on the map dated _____ and entitled "Downtown Entertainment Zone" incorporated herein below:

[INSERT NEW MAP]

2.

All other existing provisions of Sec. 4-1 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

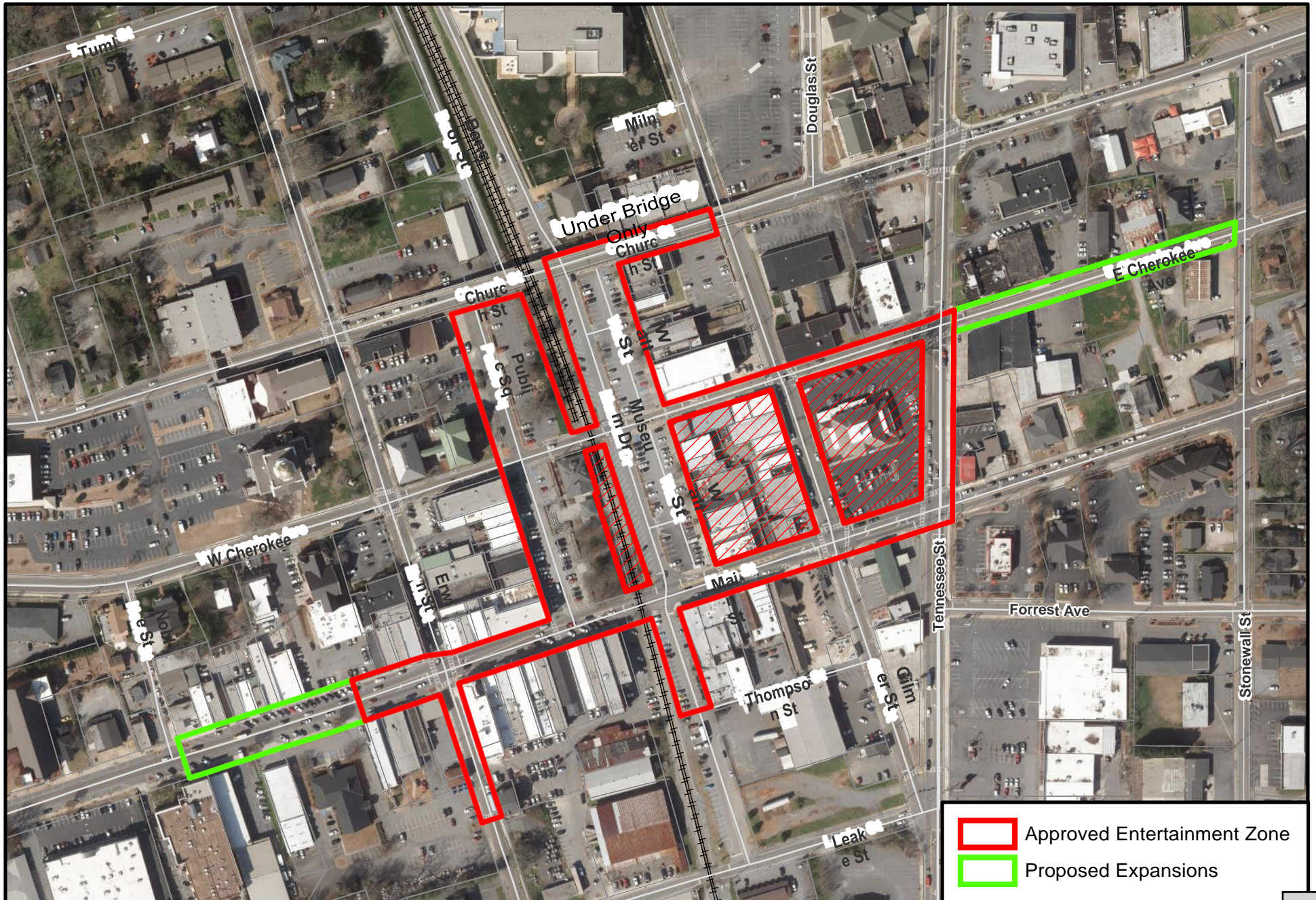
ATTEST:

MATTHEW J. SANTINI, MAYOR

JULIA DRAKE, CITY CLERK

Downtown Entertainment Zone

Meeting: January 19, 2023 Item 6.





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Amendment to the Solar Power Purchase Contract
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The most significant of the changes would be an increase in power cost of 12%, and a reduction in the term from 20 to 15 years.</p> <p>Also added is an option for MEAG to purchase the solar facility at the end of the 15-year term. We recommend approval of the amended contract.</p>
LEGAL:	Approved per Keith Lovell



TO: Solar Participants

FROM: MEAG Power

DATE: November 30, 2022

SUBJECT: First Amendment to the Power Purchase Contract (“PPC”) between Municipal Electric Authority of Georgia and the Undersigned Participant

This memo will provide the background concerning the need for the attached First Amendment to the PPC. As you may recall, the original PPC executed by each Solar Participant last summer included Exhibit A, a copy of the Solar Power Purchase Agreement (“SPPA”) between MEAG Power and Pineview Solar LLC (the Solar Developer).

As a result of some significant changes that have occurred the last few months impacting the solar industry, MEAG Power agreed to a conditional amendment to the SPPA with Pineview Solar LLC, which increases the price of the power from \$25.91 per MWh to \$29.06 per MWh and reduces the term from 20 years to 15 years. Absent approval of these provisions, the solar developer will abandon the project. The condition to this amendment is obtaining the approval of the Solar Participants to the new contract terms.

Accordingly, the attached First Amendment to the PPC adds Exhibit B which reflects the new pricing and reduced term with respect to the solar energy. Also, reflected in Exhibit B is an option for MEAG Power to buy the solar facility at the end of the term if beneficial to Solar Participants. Your approval of this Amendment will signify your agreement to these new terms.

Please contact either Steve Jackson at 770-563-0314, Michele Jackson at 770-563-0313 or Pete Degnan at 770-661-2893 with any questions.

FIRST AMENDMENT TO THE POWER PURCHASE CONTRACT
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This First Amendment to the Power Purchase Contract (this “**Amendment**”), made and entered into as of _____, 2022, by and between the Municipal Electric Authority of Georgia (the “**Authority**” or “**MEAG Power**”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”), and the City of Cartersville (the “**Solar Participant**”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has previously entered into the Power Purchase Contract (“PPC”) made and entered as of August 5, 2021, with the City of Cartersville (the “Solar Participant”);

WHEREAS, Section 1.1 of the PPC references as Exhibit A that certain Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “**SPPA**”);

WHEREAS, as the result of changes that have occurred impacting the solar industry and subject to the approval of each of the Solar Participants, MEAG Power’s Board has authorized MEAG Power’s President and CEO to execute Amendment No. 1 to the SPPA in substantial form;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

Section 1.1 of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant is hereby amended by adding Exhibit B which reflects the changes to the SPPA agreed to by the Authority and the Company.

2.

All other provisions of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant shall remain in full force and effect and binding upon the parties hereto.

3.

In witness whereof, the Authority has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

By: _____
Name: James E. Fuller
Title: President and CEO

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF CARTERSVILLE

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT B
AMENDMENT NO. 1 TO THE SPPA

**AMENDMENT NO. 1 TO THE
POWER PURCHASE AGREEMENT BETWEEN
PINEVIEW SOLAR LLC
AND
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

THIS AMENDMENT NO. 1, dated as of November 14, 2022 (“Amendment”), amends the Power Purchase Agreement by and between PINEVIEW SOLAR LLC (“Seller”) and the MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (“Buyer”) dated as of September 10, 2021 (“PPA”). Seller and Buyer are individually referred to herein as a “Party” and collectively as the “Parties.”

BACKGROUND RECITALS:

A. Pursuant to the PPA, Seller is planning to construct, own, and operate a solar photovoltaic electric generation facility on a site located in Wilcox County, Georgia and Seller intends to sell and deliver to Buyer the power, output and services of the Facility to provide Supplemental Power to the Solar Participants, and Buyer intends to purchase the same from Seller in accordance with the terms and conditions of the PPA; and

B. Consistent with Section 21 of the PPA, Seller and Buyer agree to amend the PPA as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein and in the PPA and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

A. Amendments to PPA.

The Parties hereby agree to amend the PPA as follows:

1. Section 1.1 – Definitions.

(a) Contract Price. The Contract Price of \$25.91 per MWh is replaced with the following: \$29.06 per MWh.

(b) Notice to Proceed Date. The definition of Notice Proceed Date is deleted and replaced with the following:

“Notice to Proceed Date” means the date on which notice is issued by Seller to its contractor under the engineering, procurement and construction agreement or similar contract relating to the construction of the Facility, authorizing and directing the full and unrestricted commencement of construction of the Facility. The Notice to Proceed Date shall occur on or before April 1, 2023.

(c) **Guaranteed Commercial Operation Date.** The definition of Guaranteed Commercial Operation Date is deleted and replaced with the following:

“Guaranteed Commercial Operation Date” means November 1, 2024, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller’s development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller’s failure to perform its obligations under the Generation Interconnection Agreement.

2. **Term.** Section 2.1 is deleted in its entirety and replaced with the following:

2.1 **Term.** This Agreement is entered into as of the date hereof (the “Effective Date”) and, unless earlier terminated as provided herein, shall remain in effect until the end of the fifteenth (15th) Contract Year (the “Term”).

3. **Contract Price.** Section 5.1 is deleted in its entirety and replaced with the following.

5.1 **Contract Price.** Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2. Seller agrees to reduce the Contract Price by \$0.50/MWh for each \$0.01/watt reduction in module pricing Seller obtains below \$0.44/watt, as of the Notice to Proceed Date, on a pro rata basis. Seller further agrees to provide Buyer with an “open book” approach to Seller’s module pricing. So, by way of example, if Seller obtains modules at \$0.43/watt, Seller agrees to reduce the Contract Price to \$28.56/MWh.

4. **Buyer Transmission Services.** Section 6.5 is deleted in its entirety and replaced with the following:

6.5 **Buyer Transmission Services.** Beginning no later than October 1, 2023 and continuing throughout the Term, Buyer shall be responsible for arranging and paying for all transmission service required to effectuate the receipt of Test Energy and Net Output at the Point of Delivery. As between Buyer and Seller, Buyer shall bear all responsibility, liability, costs, fees, penalties and any other expenses associated with any failures, errors or omissions solely due to Buyer’s performance of such obligations, including the failure to timely perform such obligations in

accordance with this Agreement or the requirements of any Electric System Authority. Buyer shall indemnify, hold harmless and reimburse Seller for any liability, costs, fees, penalties and any other expenses assessed against or incurred by Seller that are Buyer's responsibility pursuant to the preceding sentence.

5. Purchase Option. A new Section 4.7, Buyer Purchase Option, is added, as follows:

4.7 Buyer Purchase Option.

4.7.1 Purchase Option. Provided that Buyer is not in default under this Agreement, Buyer shall have the option to purchase the Facility (the "Purchase Option") for a purchase price equal to the *greater of* (i) the fair market value of the Facility, or (ii) the depreciated net book value of the Facility (the "Purchase Price"), as follows:

(a) Buyer shall deliver written notice to Seller of its interest in exercising the Purchase Option (the "Preliminary Interest Notice") no less than thirty-one (31) months prior to the end of the 15th Contract Year. If Buyer fails to deliver the Preliminary Interest Notice to Seller 31 months prior to the end of the 15th Contract Year, the Purchase Option shall terminate.

(b) Within thirty (30) calendar days following delivery of the Preliminary Interest Notice, Seller shall provide Buyer its proposed Purchase Price, along with an explanation of whether the Purchase Price is based on (i) its determination of the fair market value of the Facility, or (ii) the depreciated net book value of the Facility. Buyer shall then have a period of thirty (30) days after receipt of such information (i) to conditionally confirm the Purchase Price, (ii) retract its interest in exercising the Purchase Option, or (iii) if the Purchase Price specified by Seller is based on Seller's determination of fair market value of the Facility, to disagree with Seller's determination of such fair market value, in each case, by written notice to Seller. Seller will reasonably cooperate with Buyer in providing information Seller used in determining the proposed Purchase Price.

(i) If the Buyer conditionally confirms its interest in exercising the Purchase Option ("Conditional Purchase Option Confirmation Notice"), Buyer will take steps to establish a new Supplemental Power project with interested Participants on whose behalf Buyer would exercise the Purchase Option. Buyer will notify Seller if Buyer elects to exercise the Purchase Option (the "Purchase Option Confirmation Notice") no later than fifteen (15) months prior to the end of the 15th Contract Year. If Buyer does not provide a Purchase Option Confirmation Notice no less than fifteen months prior to the end of the 15th Contract Year, the Purchase Option shall terminate.

(ii) To the extent the Purchase Price is based on Seller's determination of the fair market value of the Facility, such value is greater than the Facility's depreciated net book value, and Buyer disagrees with Seller's determination of the proposed Purchase Price, Buyer shall so notify Seller of its objection in writing, and the Parties shall determine fair market value of the Facility in accordance with Section 4.7.2 below (the "FMV"). Once FMV has been established pursuant to Section 4.7.2, and Buyer conditionally confirms its interest in exercising the Purchase Option ("Conditional Purchase Option Confirmation Notice"), Buyer will take steps to establish a new Supplemental Power project with interested Participants on whose behalf Buyer would exercise the Purchase Option. Buyer will notify Seller if Buyer elects to exercise the Purchase Option (the "Purchase Option Confirmation Notice") no less than thirty (30) days following the determination of FMV under Section 4.7.2 below.

4.7.2 Determination of Fair Market Value.

(a) If the Purchase Price indicated by Seller in accordance with Section 4.7.1 is based on Seller's determination of the fair market value of the Facility and Buyer disagrees with such stated Purchase Price, then the Parties shall each select and retain, at their own cost and expense, a nationally recognized independent appraiser with experience and expertise in appraising power generation facilities to determine separately the FMV of the Facility. Subject to the appraisers' execution and delivery to Seller of a suitable confidentiality agreement in a form reasonably acceptable to Seller, Seller shall provide each appraiser access to the Facility and its applicable books and records during business hours and upon prior written notice. The appraisers shall act reasonably and in good faith to determine the FMV of the Facility and the Parties shall use their best efforts to cause each appraiser to complete such respective determination no later than ninety (90) calendar days following delivery of the Preliminary Interest Notice. Buyer and Seller may provide to each appraiser a list of factors which they suggest be taken into consideration when the appraisers generate their respective appraisals, consistent with industry standards prevailing at such time for appraising renewable power generation facilities similar to the Facility. Any information provided to an appraiser by Seller or Buyer shall be provided to the other appraiser and the other Party at the same time, it being the intent of the Parties that the appraisers have access to the same information. Buyer and Seller shall deliver the results of their respective appraisal to the other when completed. If so requested by either Buyer or Seller, the appraisals shall be exchanged simultaneously. After each appraisal is completed and exchanged, the Parties and their appraisers shall promptly confer and attempt to agree upon the FMV of the Facility.

(b) If, within fifteen (15) calendar days after completion of each appraisal described above, Buyer and Seller cannot agree on the FMV of the Facility, and the values of the appraisals are within five percent (5%) of each other, the FMV of the Facility shall be the simple average of the two appraisals. If the

values of the two appraisals differ by five percent (5%) or more, the appraisers shall choose a third independent appraiser experienced in appraising renewable power generation assets similar to the Facility. The third appraiser shall have access to the same information as was available to the first two appraisers. Buyer and Seller shall direct the third appraiser to determine the FMV of the Facility within forty-five (45) calendar days following retention of the third appraiser. The costs and expenses of such third appraiser shall be shared equally by Buyer and Seller. Upon completion of the FMV of the Facility by such third appraiser, the FMV of the Facility will be the simple average of the three (3) appraisals completed in accordance with this Section 4.7.2. In each of the determinations of the FMV by the first two appraisers or the determination of the FMV by the third appraiser, as applicable, Buyer shall have a period of thirty (30) days to exercise the Purchase Option or retract its interest in exercising the Purchase Option, and at the end which period the Purchase Option will terminate.

4.7.3 Closing of Purchase Option; Termination of Agreement; Continuation of Agreement.

(a) Upon reaching agreement on the Purchase Option, (i) the Parties shall promptly execute all definitive agreements necessary to cause title to the Facility to pass to Buyer, free and clear of any unpermitted Liens; and (ii) Buyer shall pay the Purchase Price to Seller in immediately available funds and in accordance with any previous written instructions delivered to Buyer by Seller for payments under this Agreement. Buyer shall also execute such documents reasonably necessary for Buyer to accept, assume and perform all then-existing agreements related to the Facility.

(b) The Facility will be sold as is, where is, with all faults. Seller will assign to Buyer any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the Facility (other than as to title). Seller shall also provide Buyer all Facility operation and maintenance manuals and logs in Seller's possession and provide Buyer basic training on the operation and maintenance of the Facility upon Buyer's reasonable request. Upon purchase of the Facility, Buyer shall assume complete responsibility for the operation and maintenance of the Facility and liability for the performance of (and risk of loss for) the Facility, and, except for any Seller obligations that survive termination as expressly provided in this Agreement, Seller will have no further liabilities or obligations hereunder for the Facility. Each Party shall bear its respective fees, costs and expenses incurred in connection with such Purchase Option transaction

(c) In the event the Purchase Option transaction closes prior to the end of the Term, this Agreement shall terminate upon the closing of such transaction.

(d) In the event Buyer retracts its intent to exercise the Purchase Option or does not timely confirm the Purchase Option in accordance with Section 4.7.1,

in each case, prior to the end of the Term, the provisions of the Agreement shall continue in full force and effect as if Buyer had not notified Seller of its intent to exercise the Purchase Option.

4.7.4 For the avoidance of doubt, in addition to Buyer’s remedies set forth in Section 11.2.1, Buyer shall have the remedy of specific performance to compel Seller’s performance of its duties hereunder with respect to the Purchase Option.

B. Conditions Precedent.

This Amendment shall have no force or effect unless and until it is approved by each of the Solar Participants.

C. Other Provisions.

1. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the PPA.

2. This Amendment has been duly authorized, executed and delivered by each Party.

3. Except as amended hereby, the terms and conditions of the PPA shall remain in full force and effect. Each reference in the PPA to the PPA shall be a reference to the PPA as amended hereby.

4. This Amendment may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.

5. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other because of the preparation or other event of negotiation, drafting or execution hereof.

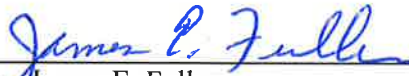
IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first written above.

PINEVIEW SOLAR LLC



BY: _____
NAME: Ilan Caplan
TITLE: Authorized Signatory

**MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA**



BY: _____
NAME: James E. Fuller
TITLE: President & CEO



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to Tennessee Street Lease
DEPARTMENT SUMMARY RECOMMENDATION:	The current agreement with the tenant located at 640 N. Tennessee Street property expires at the end of January. I recommend amending the lease agreement to extend the term until July 31, 2023 with a monthly rent of \$900.
LEGAL:	Reviewed by Archer & Lovell

STATE OF GEORGIA
COUNTY OF BARTOW

THIRD AMENDMENT TO COMMERCIAL PROPERTY LEASE AGREEMENT

This Third Amendment to Lease is made as of this ____ day of _____, 20____, between the City of Cartersville, a municipal corporation of the State of Georgia, as Lessor, and Todd Dover of Bartow County, Georgia, as Lessee.

WITNESSETH:

WHEREAS, TAM Properties, LLC as Lessor and Todd Dover as Lessee entered into a Commercial Lease Agreement dated October 1, 2021, for the premises commonly known as known as 640 N Tennessee Street, Cartersville, Georgia 30120, (the “Lease”); and

WHEREAS, TAM Properties, LLC as Lessor and Todd Dover as Lessee entered into an Amendment to Lease on March 22, 2022 (the “Amendment”); and

WHEREAS, the City of Cartersville purchased 640 N. Tennessee Street from TAM Properties, LLC, on March 22, 2022, and is now the Lessor in interest; and

WHEREAS, the Lease was amended by the Second Amendment to Lease as of October 1, 2022 (the “Second Amendment”); and

WHEREAS, the Lease, Amendment and Second Amendment are attached hereto and incorporated herein as Exhibit “A” and collectively referred to as the “Lease;” and

WHEREAS, the Lease currently expires January 31, 2023, and the parties wish to extend said Lease; and

NOW, THEREFORE, in consideration of the covenants and agreements of Lessor and Less to and with each other, Lessor and Lessee have agreed as follows:

1.

Lessor and Lessee agree to extend the lease from January 31, 2023 through and including July 31, 2023.

2.

Beginning February 1, 2023, rent shall increase to \$900.00 per month.

3.

All other terms and conditions of the Lease not changed herein, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, this instrument is executed on this ____ day of _____, 20__.

LESSEE:

Todd Dover

Todd Dover

LESSOR:

CITY OF CARTERSVILLE, GEORGIA

By: _____ (SEAL)
Matthew Santini, Mayor

Attest: _____ (SEAL)
Julia Drake, City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Matthews Garage Repair Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	In late September, a city Electric Department vehicle was involved in an accident and the repair costs totaled \$8,236.82 from Matthews Garage. The city's insurance company, Travelers, has reimbursed the city for the damages less \$1,000 deductible. This is a budgeted expense. I recommend approval to pay Matthews Garage for the repair of this vehicle.
LEGAL:	N/A

Matthews Garage Inc.

18 Pinson Drive
 Cartersville, GA. 30120
 Phone: 770-382-0900 Fax: 770-382-0842

Meeting: January 19, 2023 Item 9.

Org. Est. # 076305

INVOICE

Printed Date: 12/30/2022

Tax Resale # : 00000000
Work Completed: 12/30/2022

CITY OF CARTERSVILLE - CARTERSVILLE CITY OF

P.O. BOX 1390
 CARTERSVILLE, GA 30120
 Home 770-387-5640 -- Fax 770-387-7409

2016 Ford - F-150 XLT - 3.5L, V6 (213CI) VIN(G)

Lic # : Odometer In : 1
 Unit # : 556 (ELEC DEPT)
 VIN # : 1FTFX1EF8 **GFB71286**

Part Description	Number	Qty	Sale	Ext	Labor Description	Hours	Ext
FRONT BUMPER FACE BAR FBFB		1.00	510.61	510.61	OVERHAUL FRONT BUMPER	3.00	132.00
FRONT BUMPER PAD FBP		1.00	38.10	38.10	REFINISH FRONT FAE BAR	2.00	88.00
GRILLE RIVET GR		10.00	2.75	27.50	ADD TO DRILL AND INSTALL AUX POWER CONNECTOR	0.50	22.00
GRILLE EMBLEM EN,		1.00	61.92	61.92	SEAMSEAL HOOD/MASK DUPLICATE APPEARANCE	1.00	44.00
R&L GRILLE CLIPS RLGB		4.00	1.63	6.52	PARTS DEL. FUEL SURCHAGES		18.00
SEAMSEAL SS		1.00	38.47	38.47	ADMIN SERVICE FOR HANDLING INS CLAIM/PHOT EST NO ADJUSTER TO SHOP	1.00	44.00
GRILLE GRL		1.00	218.02	218.02	R&R GRILLE	1.20	52.80
L GRILLE MOULDING LGM		1.00	124.13	124.13	ADD W/STROBE LIGHT	0.30	13.20
L GRILL EMOULDING STROBE LIGHT LGMLD		1.00	213.00	213.00	MARK/DRILL L MOULDING FOR STROBE	0.40	17.60
RF COMBINATION LAMP RFCL		1.00	242.00	242.00	SHIPPING FOR STROBE LIGHTS		25.71
LF COMBINATION LAMP LFCL		1.00	229.00	229.00	R&R R&L COMBINATION LAMP	0.80	35.20
LF COMBINATION LAMP MOUNTING BRACKET LFCLMNB		1.00	10.97	10.97	CK/ADJUST HEADLAMPS	0.40	17.60
LF COMBINATION LAMP REINFORCEMENT LFCLR		1.00	55.67	55.67	R&R HOOD PANEL	1.80	79.20
HOOD PANEL HP		1.00	562.61	562.61	REFINISH HOOD OUTSIDE	3.00	132.00
HOOD INSULATOR HI		1.00	95.75	95.75	ADD FOR HOOD UNDERSIDE	1.50	66.00
HOOD INSULATOR RETAINER CLIPS HIRC		15.00	6.50	97.50	MASK JAMBS	0.50	22.00
FRONT HOOD STOP BUMPER FHDSB		1.00	7.17	7.17	PRE AND POST REPAIR SCANS	2.00	180.00
HOOD STRIKER JHS		1.00	34.48	34.48	R&R R & L HOOD HINGE	0.80	35.20
R HOOD HINGE RHD		1.00	36.47	36.47	REFINISH R & L HOOD HINGE	1.00	44.00
L HOOD HINGE		1.00	48.72	48.72	R&I R&L HOOD ADJUSTER	0.20	8.80
					R&R AC INFO LABEL	0.10	4.40
					R&R EMISSION LABEL	0.10	4.40
					R&R UPPER COOLING RAD. SUPPORT	1.80	79.20
					R&R R&L COOLING AIR DEFLECTOR	0.40	17.60
					SETUP AND MEASURE FRT UPPER BODY	1.00	44.00
					R&I LWR COOLING AIR DELF	0.20	8.80
					R&R COOLING RAD.	2.90	127.60
					VACUME FILL AND BLEED COOLING SYSTEM	0.50	22.00
					R&I COOLING FLUID RES.	0.50	22.00
					R&I TRANS OIL COOLER	1.00	90.00
					EVAC AND RECHARGE AC	1.40	126.00
					AC REFRIG. RECOVERY	0.30	27.00
					R&R AC COND.	0.50	45.00
					REPAIR R FENDER PANEL	3.00	132.00
					REFINISH R FENDER PANEL	1.80	79.20

Visit us on the web: www.matthewsgarage.com

Email Address: tara@matthewsgarage.com

Matthews Garage Inc.

18 Pinson Drive
 Cartersville, GA. 30120
 Phone: 770-382-0900 Fax: 770-382-0842

Meeting: January 19, 2023 Item 9.

Org. Est. # 076305

INVOICE

Printed Date: 12/30/2022

Tax Resale # : 00000000
Work Completed: 12/30/2022

CITY OF CARTERSVILLE - CARTERSVILLE CITY OF

2016 Ford - F-150 XLT - 3.5L, V6 (213CI) VIN(G)

P.O. BOX 1390
 CARTERSVILLE, GA 30120
 Home 770-387-5640 -- Fax 770-387-7409

Lic # :
 Unit # : 556 (ELEC DEPT)
 VIN # : 1FTFX1EF8 **GFB71286**
 Odometer In : 1

Part Description	Number	Qty	Sale	Ext	Labor Description	Hours	Ext
L HOOD HINGE					R&R L FENDER PANEL	1.70	74.80
AC INFO LABEL		1.00	8.47	8.47	REFINISH L FENDER	1.80	79.20
ACIF					R&I R FENDER LINER	0.40	17.60
HOOD LATCH		1.00	102.57	102.57	R&I R ANTENNA BASE	0.20	8.80
HL					R&I R FENDER MUDGUARD	0.20	8.80
EMISSION LABEL		1.00	32.00	32.00	R&I L FENDER MUDGUARD	0.20	8.80
EL					R&R L FENDER NAMEPLATE	0.20	8.80
UPPER COOLING RAD. SUPPORT		1.00	705.63	705.63	REMOVE EXISTING FENDER EMBLEMS AND	0.40	17.60
UCRS					ADJ.		
UPPER COOLING AIR DEFLECTOR		1.00	43.00	43.00	R& I R COWL TOP AND L COWL TOP	0.60	26.40
UCAD					GRILLE		
COOLING RAD. SHUTTER		1.00	343.88	343.88	ADD TO EDGE L FENDER	0.50	22.00
CRS					BLEND LF DOOR OUTSIDE	1.00	44.00
EXTENDED LIFE COOLANT		1.00	25.00	25.00	R&I LF REAR VIEW MIRROR	0.30	13.20
ELC					R& LF DOOR REAR SASH MOULDING	0.60	26.40
COOLING RAD.		1.00	384.00	384.00	R&I KLF OTR DOOR BELT MOULDING	0.20	8.80
CRR					R&I LF OTR DOOR HANLE	0.70	30.80
TRANS OIL COOLER BRACKET		1.00	49.67	49.67	R&I LF DOOR GLASS RU	0.30	13.20
TOCB					ADD FOR CLEARCOAT	3.00	132.00
AC CONDENSOR		1.00	201.00	201.00	TINT COLOR	0.50	22.00
ACC					RESTORE CORROSION PROTECTION	0.50	22.00
L FENDER PANEL		1.00	216.78	216.78	FEATHER PRIME AND BLCK	0.50	22.00
LFP					FINISH SAND AND BUFF	3.00	132.00
R FENDER NAMEPLATE		1.00	63.33	63.33	DISCONNECT/RECONNECT BATTERY	0.20	8.80
RFN					MASK FOR OVERSPRAY	0.30	13.20
R FENDER NAMEPLATE		1.00	62.57	62.57	ENVIRONMENTAL FEE		5.00
RFN							
CORROSION PROT.		1.00	10.00	10.00			
COP							
BUFFING, POLISHINGSUPPLIES		1.00	25.00	25.00			
BPS							
MASK		1.00	5.00	5.00			
MASK							
PAINT & MATERIALS		1.00	615.60	615.60			
PM							
SHOP MATERIALS		1.00	12.00	12.00			
SS							

Matthews Garage Inc.
 18 Pinson Drive
 Cartersville, GA. 30120
 Phone: 770-382-0900 Fax: 770-382-0842

Meeting: January 19, 2023 Item 9.

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INVOICE

Printed Date: 12/30/2022 Tax Resale # : 00000000
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CITY OF CARTERSVILLE - CARTERSVILLE CITY OF
 P.O. BOX 1390
 CARTERSVILLE, GA 30120
 Home 770-387-5640 -- Fax 770-387-7409

2016 Ford - F-150 XLT - 3.5L, V6 (213CI) VIN(G)
 Lic # : Odometer In : 1
 Unit # : 556 (ELEC DEPT)
 VIN # : 1FTFX1EF8 **GFB71286**

Part Description	Number	Qty	Sale	Ext	Labor Description	Hours	Ext
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Org. Estimate	8,236.82	Revisions	0.00	Current Estimate	8,236.82
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Labor:	2,624.00
Parts:	5,564.11
Sublet:	48.71
SubTotal:	8,236.82
Tax:	0.00
Total:	8,236.82
Bal Due:	\$8,236.82

[Payments -]

Vehicle Received: 12/30/2022 Customer Number : 198

Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. Our Terms are NET 15 DAYS. I/We understand that any past due charges are subject to a 1 and 1/2 PERCENT monthly service charge added to any unpaid balances until such balances are satisfied. Collection agency fees (15%) plus all court cost, expenses & interest in the event that the account is turned over and collected by a collection agency or attorney.

Signature _____ Date _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Municode/Civic Plus Annual Costs
DEPARTMENT SUMMARY RECOMMENDATION:	The Municode/Civic Plus invoice for the second installment cost of the city's website and the annual hosting cost totals \$8,700.00. This budgeted purchase is recommended to Council for payment.
LEGAL:	N/A



Invoice

#248922

2/1/2023

PO #

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

Bill To

Cartersville Georgia
1 N. Erwin Street PO Box 1390
Cartersville GA 30120

TOTAL DUE

\$8,700.00

Due Date: 3/3/2023

Terms	Due Date	PO #	Approving Authority
Net 30	3/3/2023		

Qty	Item	Start Date	End Date
1	Municode Web Custom Civic Open Build (Installment Payment (Year 2 of 3)	2/1/2023	1/31/2024
1	Municode Web Premium Civic Open Subscription	2/1/2023	1/31/2024
Total			\$8,700.00
Due			\$8,700.00

CivicPlus, LLC acquired Municode, LLC and is the billing entity and payee for Municode services. Please note our updated contact, billing address, and payment information for your records.

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Lenco Bearcat
DEPARTMENT SUMMARY RECOMMENDATION:	<p>In February 2022, I applied for a Homeland Security grant to purchase a Lenco BearCat armored vehicle and in November 2022 the grant was denied. I budgeted for that vehicle in this fiscal year to be paid for by the grant or the general fund. Since the grant was denied, I am requesting to purchase the vehicle through the general fund. The cost of the vehicle is \$294,159.00 and I am requesting an amount of, not to exceed, \$320,000.00 for the other equipment needed. Your support and consideration are requested in reference to the purchase of this specialized vehicle.</p>
LEGAL:	N/A



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : January 11, 2023
Ref : Purchase of a Lenco Bearcat

As you are aware in February of 2022, I applied for a Homeland Security grant to purchase a Lenco BearCat armored vehicle and in November 2022 the grant was denied. I budgeted that vehicle for this fiscal year to be paid for by the grant or the general fund. Since the grant was denied, I am requesting to purchase the vehicle through the general fund. The cost of the vehicle is \$294,159.00 and I am requesting an amount of, not to exceed, \$320,000.00 for the other equipment needed. Your support and consideration are requested in reference to the purchase of this specialized vehicle.

LENCO
ARMORED VEHICLES
40TH ANNIVERSARY - 1981-2021





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	PSHQ HVAC Repair
DEPARTMENT SUMMARY RECOMMENDATION:	<p>During the extreme cold weather in late December, a portion of the Heating and Air system at Public Safety Headquarters was damaged when the hot and cold-water coils that feed the system froze. We have created a temporary work around to keep the system running, but the damaged coils must be replaced. The required parts have been located and the total cost of this repair will be \$34,879.00. We are requesting authorization to make these repairs with Maxair Mechanical.</p> <p>This is not a budgeted repair. We will pay for this repair from insurance reimbursement or general HVAC repair funds that will be split between FD and PD accounts.</p>
LEGAL:	N/A

814 Livingston Court Marietta, GA 30067
 Phone: (770) 956-1200 Fax: (770) 933-8575
 www.MaxairMech.com

GA REG CN209599

Quote #: 154161

Quote Date: 1/6/2023

Bill to: CITY OF CARTERSVILLE
 Attn: Accounts Payable
 Public Safety Building
 Cartersville, GA 30120

Service at: CITY OF CARTERSVILLE
 195 Cassville Road
 Cartersville, GA 30120

Scope of Work	Price
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Replace Chilled Water & Hot Water Coils on ERV unit. McQuay S - FB0U120400249	\$34,879.00
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Detailed Actions:

During WO# 154103, Technician found an unrepairable leak in the ERV Chilled Water Coil.
 Also found leaks in Hot Water Coil coil. Customer requested quote for replacement of each coil.

- Turn Power off the unit.
- Valve off water and drain each coil.
- Remove and dispose of existing chilled and hot water coils.
- Furnish and install new chilled and hot water coils.
- Provide and install any required piping for installation.
- Valve on water, Fill and Bleed air out of each coil.
- Start up and verify unit operations are normal.

Chilled Water Coil Replacement Only: \$24,440.00

Assumptions

This proposal does not include work related to unforeseen conditions of existing or related equipment or site conditions. This also includes projects with subsurface conditions that may be present that obstruct or hinder our work. We reserve the right to reassess this condition and any associated cost increases required to complete the project.
 All labor to be performed during normal business hours (8am-5pm).
 Price includes delivery of parts to repair location.

This quote is based upon current factors and conditions at this time today and will be subject to change based upon the receipt of the PO. Prices on this quotation are subject to change without notice due to unexpected manufacturer price increases and market conditions.

Proposed By: Johnny Britt Todd btodd@maxairmech.com
 Account Mgr: Susan L. Mcdaniel smcdaniel@maxairmech.com

Accepted by (Signature): _____ Date: _____
 Name/Title (Printed): _____ Purchase Order #: _____



Meeting: January 19, 2023 Item 12.

**MAXIMUM
PERFORMANCE**

814 Livingston Court Marietta, GA 30067
Phone: (770) 956-1200 Fax: (770) 933-8575
www.MaxairMech.com

GA REG CN209599

Quote #: 154161

Quote Date: 1/6/2023

Bill to: CITY OF CARTERSVILLE
Attn: Accounts Payable
Public Safety Building
Cartersville, GA 30120

Service at: CITY OF CARTERSVILLE
195 Cassville Road
Cartersville, GA 30120

Scope of Work	Price
Replace Chilled Water & Hot Water Coils on ERV unit. McQuay S - FBOU120400249	\$34,879.00

Notes:
This document, its contents, and pricing are strictly confidential.
Quoted price excludes work outside Scope of Work.
Unless otherwise noted above, work to be performed during normal business hours.

Terms:
Unless otherwise noted above, Net 30 days.
This quote is valid for 30 days from Quote Date listed above





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 19, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	New Fire Truck Purchases
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Current build time for fire trucks is 35–37 months with another price increase on February 1, 2023. In April 2022, we ordered replacement trucks for Station 4 and build time was 24 months. In addition, our manufacturer had several price increases. These price increases are due to multiple supply chain issues. The planned replacement date for Engines 1 and 3 is 2025. If we order in 2023, these trucks would be delivered in 2026. In addition, we must consider the Station 5 fire truck placement. A proposal is attached that covers both issues. I respectfully request approval to execute an order for two fire trucks. After multi-vehicle discounts and discounts received from our purchasing consortium, the cost of these trucks will be \$775,244 each or a total of \$1,550,488. This is a \$111,932 or 16% increase per truck since April 2022. With the next increase in February, this would add just over \$31,000 or 2% to the order.</p> <p>If Mayor and Council will consider ordering three trucks to include the Apparatus for Station 5, the cost per truck will be \$3,000 lower due to an extra quantity order and will avoid this price increase plus others. The total cost for all three will be \$2,316,732. After February 1, the cost will be \$2,363,247, which is an increase of \$46,515.</p> <p>Pierce is a single source due to maintaining integrity of our fleet for uniform operation and maintenance. All competitive bid processes are conducted through our NPPGov consortium. Funding will occur through future lease pool options.</p> <p>Option A: Order two trucks at a total cost of \$1,550,488. Option B: Order three trucks at a total of \$2,316,732.</p>
LEGAL:	N/A



Ten-8 Fire and Safety, LLC
1591 Collier Road
Forsyth, GA 31029

Cartersville Fire Department
195 Cassville Rd.
Cartersville, Ga. 30120
Attention: Chief Scott Carter

January 11, 2023

Chief Carter,

Thank you for the opportunity to provide a proposal for Pierce Enforcer engines for your department. The specifications and pricing are based on the current engine order that was placed in 2022.

Please be advised that we will have a price increase that goes into effect at the end of January 2023. Pricing shown is based on receiving an order prior to that increase. We historically have only one annual price increase, however we have incurred several overall price increases since your last order was placed in April 2022. In addition, several vendors have increased pricing on individual components. One example would be the Cummins engine which increased by 13.5% in November 2022, with only a 30-day notice. We are seeing these type increases from other vendors, as well as continued increase in the steel and aluminum tariffs. We also anticipate incurring price increases throughout the year in lieu of the annual price increases experienced in the past. These may be quarterly but each one much lower than the one annual increase. This will allow Pierce to more closely monitor the markets and adjust pricing to meet the current conditions. It also allows customers more time to react in obtaining approval without having to meet a deadline on the one substantial annual increase. Steel and aluminum tariffs as well as individual component increases can also be monitored to reflect the current pricing.

Because of extended lead times from our vendors and the supply chain issues that all manufacturers are experiencing, our build times continue to increase. Pierce has always worked on improving our lead times, and these improvements were increased over the past few years due to our added back log. Such improvements were; added

manufacturing floor space in Appleton, cab fabrication facility in Tennessee, addition of robotic cab painting, increase in the work force, and overall process improvements. Our current build time for this type of apparatus is listed below.

Enforcer engine: 35 -37 months after receipt of order. Please note this is the current lead times, however it is subject to change and may be revised at time of order entry.

Pierce engine on an Enforcer Chassis (Each)	Based on quantity of 2
Beginning total:	\$812,498.00
Pierce\Ten-8 discounts including multi-unit discount:	(\$32,538.00)
Revised apparatus total with discounts:	\$779,960.00
Additional consortium discount:	(\$4,716.00)
Revised apparatus total:	\$775,244.00

As requested, I have provided pricing for an additional engine for your review. (Total of 3) Increasing the quantity does provide for additional discounts for a multi-unit order.

Pierce engine on an Enforcer chassis (Each) 2 units and all discounts:	\$775,244.00
Multi-Unit discount (Each):	(\$3,000.00)
Total with additional discount (Each):	\$772,244.00

Total for two engines @ \$775,244.00 (all discounts)	\$1,550,488.00
Total for three engines @ \$772,244.00 (all discounts)	\$2,316,732.00

All above pricing is based on purchasing on the NPPGov (LOC) consortium with any applicable discounts as shown.

Pricing for apparatus after January 29, 2023. (Includes Pierce\Ten-8 discounts, multi-unit discounts, and any applicable NPPGov discounts).

Pierce Engine on an Enforcer Chassis (Each):	
Total for two engines @ 790,749.00 (all discounts)	\$1,581,498.00
Total for three engines @ 787,749.00 (all discounts)	\$2,363,247.00

Analysis of price increases since purchase in April 2022:		Price Level
Pricing for Engine purchase, April 2022 (all discounts)	\$663,312.00	41
Increase effective May 2022 (app 7%) Letter dated 3-30-22	\$710,169.00	42
Cummins price increase Sept. 2022 (app 13.5% Motor only)	\$17,760.00	N/A
Total with May 2022 increase and Cummins increase	\$727,929.00	42
Increase effective Nov. 2022 (app 6.5%) includes motor	\$775,244.00	43

Note: The fluctuation in the steel and aluminum tariffs has remained low during the above time frame. There was a significant increase prior to the effective pricing in February 2022 (PR 41). All steel and aluminum tariff increases after February 2022 (which were minimal), were captured in the above totals.

We apologize for the increased cost due to the current markets and the impact it has on your department and the City of Cartersville. We will continue to monitor all pricing of goods and interest rates and keep you advised of any changes, either up or down.

We truly appreciate the continued support of our products and services and the relationship that we share with Cartersville Fire Department. Please advise if you have any questions or need additional information.

Regards,



Guy R. Binion
Sales Representative
706 302-7218





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	November 2022 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for November 2022.
LEGAL:	None

MONTHLY SUMMARY
As of November 30, 2022

	FY 2020-21 MONTH OF November-21	FY 2021-22 MONTH OF November-22	FY 2020-21 Year to Date 11/31/2021	FY 2021-22 Year to Date 11/31/2022	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$4,513,776	\$5,832,008	\$14,157,426	\$20,000,353	59.28%
EXPENDITURE	\$2,000,864	\$2,090,851	\$11,648,073	\$12,583,266	37.30%
Gen. Fund Net Profit (Loss)	\$2,512,912	\$3,741,157	\$2,509,353	\$7,417,087	
WATER & SEWER					
REVENUE	\$2,714,424	\$2,282,079	\$11,329,764	\$12,794,265	34.37%
EXPENDITURE	\$1,175,351	\$1,450,926	\$6,988,390	\$6,948,731	18.66%
Wtr. & Swr. Fund Net Profit (Loss)	\$1,539,073	\$831,153	\$4,341,374	\$5,845,534	
As of November 30, 2022 a total of \$389,933 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds					
GAS					
REVENUE	\$3,113,211	\$4,346,253	\$10,561,675	\$20,750,182	60.40%
EXPENDITURES	\$3,746,297	\$3,442,140	\$12,905,211	\$19,515,028	56.81%
Gas Fund Net Profit (Loss)	(\$633,086)	\$904,113	(\$2,343,536)	\$1,235,154	
ELECTRIC					
REVENUE	\$3,739,482	\$4,261,042	\$21,923,037	\$24,739,872	45.41%
EXPENDITURES	\$4,141,960	\$4,798,311	\$21,444,976	\$24,508,279	44.98%
Electric Fund Net Profit (Loss)	(\$402,478)	(\$537,269)	\$478,061	\$231,593	
STORMWATER					
REVENUE	\$128,174	\$134,053	\$647,776	\$658,452	41.10%
EXPENDITURE	\$84,215	\$89,063	\$501,443	\$497,908	31.08%
Stormwater Fund Net Profit (Loss)	\$43,959	\$44,990	\$146,333	\$160,544	
SOLID WASTE					
REVENUE	\$244,931	\$277,664	\$1,529,624	\$1,388,678	38.17%
EXPENDITURE	\$188,773	\$241,335	\$1,146,797	\$1,213,957	33.37%
Solid Waste Fund Net Profit (Loss)	\$56,158	\$36,329	\$382,827	\$174,721	
FIBER OPTICS					
REVENUE	\$205,772	\$217,419	\$1,046,622	\$2,055,559	79.56%
EXPENDITURE	\$276,016	\$173,472	\$982,187	\$971,809	37.61%
Fiber Fund Net Profit (Loss)	(\$70,244)	\$43,947	\$64,435	\$1,083,750	

	Description	11/30/2022	FY 2023 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$20,000,353	\$33,736,215	59.28%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,268,436	\$4,810,565	88.73%
	Local Option Sales Tax (LOST)	\$3,042,103	\$5,655,350	53.79%
	Other Taxes	\$5,451,493	\$9,844,265	55.38%
	Building Permit & Inspection Fees	\$748,325	\$500,000	149.67%
	Fines and Forfeitures	\$141,771	\$350,000	40.51%
	Operating Transfers In-City Utilities	\$1,293,889	\$3,921,595	32.99%
	Other Revenues	\$4,119,536	\$6,784,840	60.72%
	School Bonds	\$934,800	\$1,869,600	50.00%
	Total Expenditures	\$12,583,266	\$33,736,215	37.30%
	Personnel Expenses	\$8,320,587	\$21,154,470	39.33%
	Operating Expenses	\$2,849,201	\$8,231,995	34.61%
	Capital Expenses	\$243,928	\$2,010,650	12.13%
	GO Bond Expense for School	\$934,800	\$1,869,600	50.00%
Library Appropriations	\$234,750	\$469,500	50.00%	
Water & Sewer Fund	Total Revenues	\$12,794,265	\$37,578,785	34.05%
	Water Sales	\$7,632,303	\$14,418,600	52.93%
	Sewer Sales	\$4,377,978	\$7,618,465	57.47%
	Bond Proceeds	\$0	\$4,750,000	0.00%
	Use of Reserves	\$0	\$8,445,720	0.00%
	Prior Year Capacity Fees	\$0	\$1,660,000	0.00%
	Other Revenues	\$783,984	\$686,000	114.28%
	Total Expenditures	\$6,948,731	\$37,578,785	18.49%
	Personnel Expenses	\$1,758,066	\$4,772,175	36.84%
	Operating Expenses	\$1,887,081	\$5,474,765	34.47%
	Capital Expenses	\$809,007	\$16,360,000	4.95%
	Capital Expenses (Bond Funds)	\$389,933	\$4,750,000	8.21%
	Transfer To General Fund	\$1,088,717	\$2,603,620	41.82%
	Debt Payments	\$1,015,927	\$3,618,225	28.08%
	Gas Fund	Total Revenues	\$20,750,182	\$34,353,845
Gas Sales		\$17,461,102	\$27,171,365	64.26%
Gas Commodity Charge		\$599,200	\$1,494,210	40.10%
Bond Proceeds		\$0	\$0	#DIV/0!
Proceeds from Capital Leases		\$0	\$0	#DIV/0!
Other Revenues		\$2,689,880	\$1,627,250	165.30%
Use of Reserves		\$0	\$4,061,020	0.00%
Contributions from Other Funds		\$0	\$0	#DIV/0!
Total Expenses		\$19,515,028	\$34,353,845	56.81%
Personnel Expenses		\$956,675	\$2,575,270	37.15%
Operating Expenses		\$643,422	\$1,738,485	37.01%
Purchase of Natural Gas		\$14,609,901	\$19,372,045	75.42%
Transfer to General Fund		\$1,503,377	\$3,608,105	41.67%
Debt Service		\$390,918	\$779,695	50.14%
Capital Expenses		\$1,410,735	\$6,280,245	22.46%

	Description	11/30/2022	FY 2023 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$24,739,872	\$54,485,200	45.41%
	Electric Sales	\$24,008,807	\$49,562,840	48.44%
	Other Revenues	\$731,065	\$2,123,850	34.42%
	Use of Reserves	\$0	\$2,798,510	
	Total Expenses	\$24,508,279	\$54,485,200	44.98%
	Personnel Expenses	\$1,226,903	\$2,942,740	41.69%
	Operating Expenses	\$794,695	\$1,798,105	44.20%
	Purchase of Electricity	\$20,453,106	\$41,921,610	48.79%
	Capital Expenses	\$642,760	\$4,484,790	14.33%
Transfer to General Fund	\$1,390,815	\$3,337,955	41.67%	
Stormwater Fund	Total Revenues	\$658,452	\$1,602,000	41.10%
	Stormwater Revenues	\$643,289	\$1,538,000	41.83%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$15,163	\$14,000	108.31%
	Proceeds from Capital Leases	\$0	\$50,000	0.00%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$497,908	\$1,602,000	31.08%
	Personnel Expenses	\$337,776	\$854,200	39.54%
Operating Expenses	\$160,132	\$406,145	39.43%	
Capital Expenses	\$0	\$341,655	0.00%	
Solid Waste Fund	Total Revenues	\$1,388,678	\$3,638,135	38.17%
	Refuse Collections Revenues	\$1,370,317	\$3,154,240	43.44%
	Other Revenues	\$18,361	\$77,000	23.85%
	Proceeds From Capital Leases	\$0	\$406,895	0.00%
	Total Expenses	\$1,213,957	\$3,638,135	33.37%
	Personnel Expenses	\$604,403	\$1,541,835	39.20%
Operating Expenses	\$609,554	\$1,689,405	36.08%	
Capital Expenses	\$0	\$406,895	0.00%	
Fiber Optics Fund	Total Revenues	\$2,055,559	\$2,583,800	79.56%
	Fiber Optics Revenues	\$999,658	\$2,399,000	41.67%
	GIS Revenues	\$48,250	\$115,500	41.77%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,007,651	\$69,300	1454.04%
	Total Expenses	\$971,809	\$2,583,800	37.61%
	Personnel Expenses	\$379,606	\$931,440	40.75%
	Operating Expenses	\$460,990	\$1,037,985	44.41%
	MEAG Telecom Statewide Pymt	\$2,628	\$7,890	0.00%
	Debt Payment	\$232	\$0	0.00%
Capital Expenses	\$47,318	\$412,000	11.48%	
Transfers to General Fund	\$81,035	\$194,485	41.67%	

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,066,680.73	\$66,636,417.94	\$68,343,258.41	\$74,286,980.83	\$85,524,327.27	
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23	\$197,008,833.59	
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of November 2022:
 Unrestricted cash increased due to increases in the General, Water, Stormwater, Solid Waste, and Fiber, while decreases occurred in the Electric, Gas, Insurance, and Garage funds.
 Restricted cash increased due to increases in the Hotel Motel Tax, DEA, TPD, Motor Vehicle Tax, GO Parks & Rec Bond, SPLOST 2020, Pension, and Debt Service Funds, while decreases occurred in the ARPA Funds.

SPLOST Account Balances	
SPLOST 2003	\$59,700.98
SPLOST 2014	\$231,991.10
SPLOST 2020	\$7,988,910.79