



CARTERSVILLE
CITY COUNCIL MEETING
Council Chambers, Third Floor of City Hall
Thursday, June 20, 2024 at 7:00 PM
AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

Keith Lovell

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. June 11, 2024

FIRST READING OF ORDINANCES

2. Amendment to Utilities Ordinance Regarding Electric Rates

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

3. AZ24-03: 1440 Hwy 113

4. AZ24-04: Walnut Grove Rd at Cummings Road.

SECOND READING OF ORDINANCES

- [5.](#) Sec. 4-112 Cameras for Malt Beverage Package Outlets Revision
- [6.](#) Fiscal Year 2024-25 Budget
- [7.](#) FY 2024-25 Water and Sewer Rate Ordinance

MONTHLY FINANCIAL STATEMENT

- [8.](#) April 2024 Financial Report

CONTRACTS/AGREEMENTS

- [9.](#) 2024 Contracts for Performing Services
- [10.](#) CVB (LakePoint Marketing)
- [11.](#) Bonding Authorization with Bartow County SPLOST Renewal (LOI/G-17 Disclosure Letter)
- [12.](#) Rotary Club of Etowah for July 4, 2024, Celebration
- [13.](#) Commercial Solid Waste Truck Lease

BID AWARD/PURCHASES

- [14.](#) Commercial Solid Waste Truck Repairs
- [15.](#) Vector Solutions Renewal
- [16.](#) Water Meter Purchase
- [17.](#) Flow Meter Console Replacement

ENGINEERING SERVICES

- [18.](#) Pioneer Trail Engineering Services
- [19.](#) Cherokee Circle Water Line Engineering

EASEMENTS

- [20.](#) Easement for SK Battery America's Service Line

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:	June 20, 2024
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	City Clerk
AGENDA ITEM TITLE:	June 11, 2024
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes for the June 11, 2024, City Council Meeting have been uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
City Hall – Council Chambers
June 11, 2024
8:00 A.M. – Work Session / 9:00 A.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened the Work Session at 8:03 A.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Jim Croft, Architect, provided an overview for Council and staff members present of the new City Hall proposal that would address the concerns of the Historic Preservation Commission.

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

Mayor Santini closed Work Session at 8:52 A.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 9:00 A.M.

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

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

Absent: Alyssa Cordell, Council Member Ward Six

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. May 16, 2024, Council Meeting Minutes and May 22, 2024, Special Called Council Minutes

Council Member Cooley made a motion to approve the minutes from the May 16, 2024, and May 22, 2024, Council Meetings. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

APPOINTMENTS

2. Board of Zoning Appeals

Randy Mannino, Planning and Development Director, stated If approved, Hoyt Hatfield will serve as the Ward 6 Appointee of the Board of Zoning Appeals with a term expiration of June 1, 2028.

Council Member Fox made a motion to approve the Board of Zoning Appeals Appointment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

PUBLIC HEARING – 2nd READING OF ZONING/ANNEXATION REQUESTS

3. AZ24-02: 72, 78, & 80 Bates Rd.

Applicant: Switch Ltd.

Mr. Mannino stated the applicant requests annexation of (4) parcels into the City to be combined with the current Technology district and data center campus. Proposed zoning is “T” (Technology). Staff does not oppose the annexation or Technology District (T) zoning if the following conditions are applied to zoning. Similar conditions were adopted with the original zoning per file Z23-02, approved 11-2-23.:

Zoning Conditions:

1. All minimum zoning development standards for the "T" zoning district are followed per Text Amendment, T23-04.
2. A minimum 100 ft. natural landscape buffer for the purposes of visual screening remains in place along all adjacent residential use or zoned properties. The 100 ft. buffer may include the building setback.
3. If the minimum 100 ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to reestablish the buffer and visual screen.
4. The public entrance shall be on Old Alabama Road. No public access from the Bates Road driveway.
5. Access to landlocked properties is to be negotiated between Switch LTD and affected property owners, as requested by the property owner.
6. Access to the NRCS flood control structures be negotiated between Switch LTD and the NRCS or their representative, as required.
7. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office.
8. The subject property’s principal use shall be limited to data processing, storage, hosting and related services and accessory uses shall include principal uses listed as permitted uses in the Technology district ordinance which are associated with data processing, storage, hosting, and related services as well as security and customary accessory uses.

Planning Commission recommended approval.

Mayor Santini opened the public hearing for the zoning portion of the application.

Brandon Bowen, 15 S. Public Square, came forward to represent the application and to give an overview.

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

Mayor Santini opened the public hearing for the annexation portion of the application.

Keith Lovell, City Attorney, stated that all comments made for the zoning portion of the case would be referenced in the annexation portion, as well.

With no further comments, the public hearing was closed.

Council Member Fox made a motion to approve the annexation portion of AZ24-02. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Fox made a motion to approve the zoning portion of AZ24-02 with recommended conditions. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance #: 24-24 and 25-24

FIRST READING OF ORDINANCES

4. Sec. 4-112 Cameras for Malt Beverage Package Outlets Revision

Mr. Lovell stated this ordinance revision is to reflect a recent change in state law.

This was a first reading and will be voted on at the next City Council Meeting scheduled for June 20, 2024.

5. Fiscal Year 2024-25 Budget

Tom Rhinehart, Finance Director, stated the fiscal year 2024-25 budget ordinance was a part of the Council Meeting packet. The proposed budget is balanced and increased by \$57,194,680 over the fiscal year 2023-24 budget. The increase equates to a 26.33% increase. The proposed budget includes salary adjustments, no increase in the city’s property tax millage rate, an increase in health insurance premiums for both the city and the employees, and a small increase in the water and sewer rates.

Budget comparison by type for the FY 2025 proposed budget compared to the FY 2024 budget include: personnel expenses increase by \$4,827,265; operating expenses increased by \$4,325,025; purchase of commodities decreased by \$8,008,265; debt service expenses decreased by \$85,015; capital expenses increased \$50,921,185, and transfers to the general fund increased \$5,214,485. Approval was recommended of the proposed FY 2024-25 budget as presented.

This was a first reading and will be voted on at the next City Council Meeting scheduled for June 20, 2024.

6. FY 2024-25 Water and Sewer Rate Ordinance

Mr. Rhinehart stated the proposed fiscal year 2024-25 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The increase is as follows: a 5% increase in the residential water and sewer rates for both inside and outside the city limits customers.

The 5% increase will allow the water department to continue the maintenance of the existing water and sewer systems as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equate to \$0.15 per one thousand gallons used for city residents. The total estimated increase for a residential water and sewer customer is \$1.27 per month for seven thousand gallons consumed.

With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. Approval was recommended of the proposed water and sewer rate increases to begin July 1, 2024.

This was a first reading and will be voted on at the next City Council Meeting scheduled for June 20, 2024.

EASEMENTS

7. 478 Mission Road Easement

Sidney Forsyth, Water Department Director, stated that as part of the Westside Water Feeder Main project, an easement will be required for this property. This will include 2.45 acres of permanent easement and 3.53 acres of temporary construction easement. The owner has agreed to the City’s offer of \$23,172.00 for both easements. Approval was recommended of this payment. This is a budgeted expense.

Council Member Stepp made a motion to approve 478 Mission Road Easement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Dan Porta, City Manager, stated that the new Water Administration Building would be holding their Grand Opening on Wednesday, June 19, 2024.

RESOLUTIONS

8. Georgia Municipal Court Clerks Week (June 10-14, 2024)

Freddy Morgan, Assistant City Manager, stated this Resolution of the Mayor and City Council of the City of Cartersville recognizes the week of June 10-14, 2024, as Municipal Court Clerks Week in Georgia.

Council Member Fox made a motion to approve the Georgia Municipal Court Clerks Week (June 10-14, 2024) Resolution. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution 22-24

BID AWARD/PURCHASES

9. First Quarter 2024 Motorola Radio Invoice

Mr. Morgan stated Bartow County had submitted the first quarter 2024 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works, and Recreation

Departments. This is a budgeted item and approval was recommended to pay this invoice in the amount of \$38,699.20.

Council Member Cooley made a motion to approve the First Quarter 2024 Motorola Radio Invoice. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

10. Sensus Electric Meter Purchase

Mr. Morgan stated the Electric Department is requesting authorization to purchase (334) Sensus Stratus IQ 2S CL 200 meters and (20) Sensus Level 1 9S CL20 meters. ECCO (Sensus vendor) provided a quote of \$68,635.68. This is a budgeted expense.

Council Member Hodge made a motion to approve the Sensus Electric Meter Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

11. 12-inch Pipe Purchase

Michael Dickson, Gas Department Director, stated the Gas System is requesting the purchase of 420 feet of 12-inch steel pipe to be used on the SK America project. Three bids were requested, and the Edgen Murray Company submitted the low bid of \$14,137.20. This is a budgeted item and Council’s approval was recommended.

Council Member Fox made a motion to approve the 12-inch Pipe Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

12. 12-inch Spherical Fitting

Mr. Dickson stated the Gas System is requesting the purchase of a 12-inch spherical fitting for stock to replace one being used on the SK America project. Three bids were requested and S J Patterson Company, LLC submitted the low bid of \$14,484.11. This is a budgeted item and Council’s approval was recommended.

Council Member Hodge made a motion to approve the 12-inch Spherical Fitting. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

13. Meters for SK America

Mr. Dickson stated the Gas System is requesting the purchase of two Honeywell-Elster 6-inch turbine meters for the SK America project. Our sole source provider, Devtech Sales Inc. provided a quote of \$15,200.00 for the meters. These are budgeted items and Council’s approval was recommended.

Council Member Cooley made a motion to approve the Meters for SK America. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

14. Police Department Vehicle Packages

Frank McCann, Police Chief, stated Cartersville Police Department is requesting approval to purchase three 2024 Chevrolet Tahoe police package vehicles, eight 2024 Chevrolet Silverado 1500 police packages, and three 2024 Jeep Grand Cherokees. These vehicles will replace older vehicles in the fleet and will be used to fill six new sworn officer positions for the FY 2024/2025 budget year. These

vehicles will be paid for out of the general fund. The cost of these vehicles is \$648,448.40. However, the request includes an additional \$14,000.00 per vehicle to equip these vehicles with lights, sirens, radios, etc. The total cost of the vehicles and equipment will not exceed \$844,448.40. The vehicles will be purchased from the following dealerships:

Wilson County Motors	2024 Chevrolet Silverado 1500 x 8	\$388,076.80
Wilson County Motors	2024 Chevrolet Tahoe 4WD x 2	\$99,230.40
Wilson County Motors	2024 Chevrolet Tahoe 2WD x 1	\$47,483.20
Tutton Jeep	2024 Jeep Grand Cherokee x 3	\$113,658.00
Equipment	lights, sirens, radios, etc.	\$196,000.00
Total	\$844,448.40	

The E-Verify and E-Save documents have been submitted to the police department and are on file. Approval was recommended for this purchase

Council Member Roth made a motion to approve the Police Department Vehicle Packages. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Hodge made a motion to add one (1) item to the agenda. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

15. Pothole Patcher Truck

Steven Foy, Public Works Engineer, stated the Public Works Department needs a truck-mounted pothole patcher. After visiting a local roads department that currently has one, the Public Works staff is recommending the purchase of a PB Loader BC-4 Patcher Truck from Environmental Products Group on Georgia State Contract #99999-001-SPD0000177-0009 for \$283,513.00. This 4-yard asphalt hopper is mounted on a Freightliner M2 chassis.

Utilizing this asphalt patcher will reduce manpower requirements and increase the capability of asphalt placement in a single day. This unit will be operated by Public Works staff but will benefit other departments, as most of the asphalt placement by Public Works is for utility repairs.

This is not a budgeted item, though it will be purchased through the general fund. Public Works recommended approval to purchase this truck-mounted pothole patcher.

Council Member Fox made a motion to approve the Pothole Patcher Truck. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

16. GDOT Project CSSTP-0007-00(494) on Douthit Ferry Road

Mr. Foy stated the City of Cartersville is working on GDOT Project CSSTP-0007-00(494) on Douthit Ferry Road. As a part of said project, on June 22, 2023, the City of Cartersville purchased Parcel P8, known as 10 Park Court SE, Cartersville, Bartow County, Georgia from Charles Lowery/Lowery Capital Management. Pursuant to State and Federal Acquisition guidelines, the City, when acquiring property under this DOT Contract, is required to pay the owners and tenants supplemental costs which include items such as moving and relocation expenses, rent and other assorted expenses. The city has received Form RA-51 (Claim for payment of rent supplementation) for this

project in the sum of \$56,868.00. Public Works requested approval of the required rent supplementation in a sum not to exceed \$56,868.00 from the City Council.

Council Member Fox made a motion to approve the GDOT Project CSSTP-0007-00(494) on Douthit Ferry Road. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

17. Demolition of Buildings at 640 N. Tennessee St.

Mr. Porta stated demolition bids were received from companies that were interested in demolishing several old houses at 640 N. Tennessee Street, which is the future home of our new Parks and Recreation Center. The lowest and best bid was received by A&M Contracting in the amount of \$44,300.00. Approval of this proposal was recommended.

Council Member Hodge made a motion to approve the Demolition of Buildings at 640 N. Tennessee St. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

18. Emergency Repairs to Engine One

Hagen Champion, Deputy Fire Chief, stated this was a request approval for emergency repairs to be made to the 2015 Pierce Fire Engine One. This apparatus needs engine and air conditioning repairs. It is currently at Ten 8 shop awaiting completion of repairs. An initial quote was received for parts and labor for repairs from Ten-8, our single source provider for Pierce Fire Apparatus for a total of \$16,244.56. The request for an amount not to exceed \$17,000.00 for these repairs was requested. All repairs will be covered under vehicle maintenance, and it is a budgeted item.

Council Member Roth made a motion to approve the Emergency Repairs to Engine One. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

CONTRACTS/AGREEMENTS

19. Croft & Associates Architectural and Engineering Agreements

Mr. Porta stated Croft & Associates has been hired to prepare plans for the new City Hall and Parks and Recreation Center. Approval was recommended for the Mayor and City Clerk to sign the AIA Documents related to these projects.

Council Member Fox made a motion to approve the Croft & Associates Architectural and Engineering Agreements. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

GRANT APPLICATION/ACCEPTANCE

20. FY 2025 LMIG – Intersection Project at Collins Drive and SR 61 Grant

Mr. Foy stated Public Works is seeking permission for the mayor to sign a GDOT FY2025 Local Maintenance Improvement Grant (LMIG) to fund a large portion of the total project cost to install a roundabout at the intersection of Collins Drive and SR 61. These grant funds will be in addition to any other LMIG funds allocated to the City.

The grant amount of this application is \$1,250,000.00 or 70% of the total project costs, whichever is less. The total estimated cost of the project is \$2,500,000.00. Approximately \$750,000.00 will come from the 2020 SPLOST Road, Streets, Sidewalks, Bridges and Stormwater Improvements Category and the remaining amount of \$500,000.00 will be funded by Bartow County.

This grant requires a local match as aforementioned, and this is a budgeted item. Approval of this grant application was recommended.

Mr. Porta thanked Jeff Lewis and Matthew Gamble for their assistance in obtaining this grant.

Council Member Fox made a motion to approve the Croft & Associates Architectural and Engineering Agreements. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEMS

21. Chemical Control for SAC

Erik Pabst, Parks and Recreation Assistant Director, stated Parks and Receptions are looking to upgrade the chemical control unit at the Senior Aquatic Center (SAC). There is one planned in the upcoming budget for Dellinger Pool. However, problems have arisen lately with the older system at the SAC. Funds are available in this year’s budget to go ahead and get one by the end of June. The total would be \$8,055.

Council Member Roth made a motion to approve the Chemical Control for SAC. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

ADJOURNMENT

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

Meeting Adjourned at 9:30A.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Electric Rates
DEPARTMENT SUMMARY RECOMMENDATION:	The proposed budget includes increases to electric rates. The Electric Department is proposing a rate increase based on the rate study provided by Electric Cities of Georgia and analysis of costs by staff due to general operations of the electric department increasing and increased costs of power generation. The proposed changes include an increase in the base rate of all rate classes. These changes are recommended for your approval.
LEGAL:	Reviewed by Archer & Lovell

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 12, 13, 19, 21, 22, 23, 24, 25, 26, 27, 29, 32 and 35 are hereby amended and/or added by deleting said sections and replacing them with the following:

1.

DIVISION 12. FUTURE CONSTRUCTION CHARGE RIDER; SCHEDULE FCC-1

Sec. 24-311. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Applicability:* Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the future construction charge rider is referenced.
- (c) *Purpose:* To recover from retail electric customers the costs associated with the construction of generation facilities, transmission facilities, and/or known and measurable changes in the City’s total costs of providing electricity to its customers.
- (d) *Monthly rate:* The base electric rate shall be increased by a percentage amount based on the costs associated with the construction of generation facilities, transmission lines, and/or known and measurable changes in City’s total costs of providing electricity to its customers. The base electric rate is the sum of the administration charge, demand charge, and energy charge. At CES’s discretion, the variances from the fiscal year’s total costs vs base-year cost may be passed through to customers via a combination of FCC and PCA.
- (e) *Evaluation:* The variance will be reviewed periodically and the future construction charge (FCC) shall be reviewed and modified as necessary by the electric director.

DIVISION 13 ENVIRONMENTAL COMPLIANCE CHARGE RIDER; SCHEDULE ECC-1

Sec. 24-316. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Applicability:* Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the environmental compliance charge rider is referenced.
- (c) *Purpose:* To recover from retail electric customers the cost of capital and operations and maintenance associated with government mandated environmental requirements at generation and/or transmission facilities.
- (d) *Monthly rate:* The base electric rate shall be increased by a percentage amount. The base electric rate is the sum of the administration charge, demand charge, and energy charge.
- (e) *Evaluation:* The environmental compliance cost will be reviewed periodically and the environmental compliance charge (ECC) shall be reviewed and modified as necessary by the electric director.

DIVISION 19. TEMPORARY POWER SERVICE; TARIFF TP-3

Sec. 24-346. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all construction uses and temporary uses such as fairs, carnivals, Christmas tree stands, and similar locations and structures where such service will be for less than twelve (12) months duration.

A high load factor customer served under this rate schedule may petition CES to be reclassified to the small power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.

- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge \$30.00

Energy charge 14.744¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-347—24-350. Reserved.

DIVISION 21. MEDIUM ECONOMIC DEVELOPMENT; TARIFF MED-6

Sec. 24-356. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available to a qualifying customer only with the approval of the City of Cartersville Electric System (CES) on a case-by-case basis in all areas served by CES and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable only to commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) New or expanded electric service which is added to the CES system.
 - (2) Non-coincident metered demand.
 - (3) Delivered at one (1) service point.

- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.

- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$173.00	\$195.00	\$205.00	\$225.00

Demand charge 4.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the metered demand:

All kWh 5.5221¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the metered demand:

All kWh 4.4995¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours times the metered demand:

All kWh 4.0904¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The billing demand shall be based on the highest thirty-minute kW measurement and shall be the greater of the customer's metered demand in the current billing month or the maximum demand metered during the prior eleven (11) months including the current billing month. However, in no case shall the billing demand be less than two hundred (200) kW. Until such time as the billing demand can be determined, an estimate will be used by CES for billing purposes that shall be not less than the maximum metered demand for the current billing month.
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.
- (k) *Term:* Maximum term of initial five (5) years or as stated in contract.
- (l) *Terms and conditions:* Service under this tariff may be discontinued and applicable load placed on the standard applicable tariff if, in the opinion of CES, the customer violates any of the following:
 - (1) Any two (2) payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
 - (2) Electric service furnished is resold.
 - (3) More than one (1) delivery point or more than one (1) standard voltage is required.
 - (4) Applicable load increase is less than two hundred (200) kW.
 - (5) Monthly peak demand is coincident with CES' monthly peak demand.
 - (6) Character of service does not meet criteria of this tariff.

Secs. 24-357—24-360. Reserved.

DIVISION 22. RESIDENTIAL POWER SERVICE; TARIFF RP-5

Sec. 24-361. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all domestic uses of a residential customer in a separately metered single-family or multifamily dwelling unit.
- (d) *Type of service:* Power normally supplied under this rate shall be one hundred fifteen/two hundred thirty (115/230) volts, single phase, sixty (60) hertz. Three-phase service may be furnished, where available.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$15.00	\$17.50	\$20.00	\$22.50

Energy charge: *Summer—June through September billing:*

- First 650 kWh 8.7686¢ per kWh
- Next 350 kWh 10.098¢ per kWh
- Over 1,000 kWh 12.1432¢ per kWh

Energy charge: *Winter—October through May billing:*

- First 650 kWh 8.7686¢ per kWh
- Next 350 kWh 8.3595¢ per kWh
- Over 1,000 kWh 7.9505¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-362—24-365. Reserved.

DIVISION 23. CITY GOVERNMENT SERVICE; TARIFF CG-4

Sec. 24-366. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

- (c) *Applicability:* Applicable to all facilities owned, leased by, or operated by the City of Cartersville for the provision of municipal services including, but not limited to, schools, utilities, fire and police protection, solid waste disposal, and general office functions.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$22.00	\$25.00	\$27.50	\$30.00

Energy charge: 9.1514¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-367—24-370. Reserved.

DIVISION 24. SMALL POWER SERVICE; TARIFF SP-4

Sec. 24-371. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be less than or equal to one hundred (100) kW as defined in the billing demand section of this tariff.
 - (2) Average monthly energy consumption shall be greater than or equal to three thousand (3,000) kWh's based on the most recent twelve (12) months' data, where available.
 - (3) In the event that average monthly energy consumption becomes permanently less than three thousand (3,000) kWh's, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$36.50	\$40.00	\$44.00	\$48.00

Demand charge 3.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 6,000 kWh 11.1147¢ per kWh

Over 6,000 kWh 10.2979¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.3761¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.1719¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.9677¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand in excess of ten (10) kW, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) 10 kW.

- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-372—24-375. Reserved.

DIVISION 25. MEDIUM POWER SERVICE; TARIFF MP-4

Sec. 24-376. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than one hundred (100) kW and less than one thousand (1,000) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than one hundred (100) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$73.50	\$81.50	\$90.00	\$98.00

Demand charge \$3.60 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 20,000 kWh 9.6154¢ per kWh

Over 20,000 kWh 8.5944¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.5104¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.102¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.8978¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand in excess of thirty (30) kW, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) Ninety-five (95) kW (ninety-five (95) percent of one hundred (100) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-377—24-380. Reserved.

DIVISION 26. LARGE POWER SERVICE; TARIFF LP-5

Sec. 24-381. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to one thousand (1,000) kW and less than three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than one thousand (1,000) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$184.00	\$204.00	\$225.00	\$245.00

Demand charge \$3.60 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 200,000 kWh 7.4806¢ per kWh

Over 200,000 kWh 6.4586¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.4146¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.0058¢ per kWh

All consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.8014¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) Nine hundred fifty (950) kW (ninety-five (95) percent of one thousand (1,000) kW).

- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-382—24-385. Reserved.

DIVISION 27. EXTRA LARGE POWER SERVICE; TARIFF XLP-4

Sec. 24-386. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than three thousand five hundred (3,500) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$275.00	\$295.00	\$315.00	\$325.00

Demand charge \$4.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 700,000 kWh 6.398¢ per kWh

Over 700,000 kWh 5.386¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.374¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 3.9692¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.7668¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) Three thousand three hundred twenty-five (3,325) kW (ninety-five (95) percent of three thousand five hundred (3,500) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-387—24-390. Reserved.

DIVISION 29. SMALL GENERAL SERVICE; TARIFF SG-3

Sec. 24-396. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to nonresidential customers where monthly energy consumption is less than three thousand (3,000) kWh's per month. A high load factor customer served under this rate schedule may petition CES to be reclassified to the small power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.

- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$23.00	\$25.50	\$27.50	\$30.00

Energy charge:

Summer—June through September billing:

All kWh 14.744¢ per kWh

Winter—October through May billing:

All kWh 12.9033¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-397—24-400. Reserved

DIVISION 32. POWER COST ADJUSTMENT RIDER; TARIFF PCA-5

Sec. 24-411. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Applicability:* Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the power cost adjustment rider is referenced.
- (c) *Purpose:* The PCA is used to make interim adjustments to monthly electric rates to reflect known and measurable changes in the City’s total costs of providing electricity to its customers.
- (d) *Monthly rate:* The City’s total costs of providing electricity are defined herein to include power and energy purchased from wholesale suppliers, costs of capital, operations and maintenance of the City electric distribution system, general administrative expenses, transfers to the general fund of the City of Cartersville, Georgia, and any other approved outlays or expenses.
The electric rates were set based on estimated cost of providing electricity to CES customers in the year that the rates became effective (the base year costs).
Variances from the fiscal year’s total costs vs base-year costs, either in excess or in shortfall, shall be collected from or refunded to each of the city’s standard metered electric customers on an equal per kWh basis.
At CES’s discretion, the variances may be passed through to customers via a combination of PCA and FCC.
- (e) *Evaluation:* The variance between total costs and base year costs will be reviewed periodically and the power cost adjustment (PCA) shall be reviewed and modified as necessary by the electric director.
- (f) *Levelizing:* In order to keep month-to-month PCA fluctuations reasonable, CES may use a levelizing technique provided that the total variance from the base cost amount, over or under, approximately equals the total amount of PCA revenue collected from customers during each fiscal year.

Secs. 24-412—24-415. Reserved.

DIVISION 35. EXTRA EXTRA LARGE POWER SERVICE; TARIFF XXLP-1

Sec. 24-418. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to fifteen thousand (15,000) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than fifteen thousand (15,000) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$340.00	\$370.00	\$400.00	\$425.00

Demand charge \$10.25 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 700,000 kWh 5.5224¢ per kWh

Over 700,000 kWh 4.5014¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 3.4804¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 3.0720¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 2.8678¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.

- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) fourteen thousand two hundred fifty (14,250) kW (ninety-five (95) percent of fifteen thousand (15,000) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Sec. 24-419—24-420. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Public Hearing - 1 st Reading of Zoning/Annexations Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ24-03: 1440 Hwy 113
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests annexation of two (2) tracts identified as Tax Parcel 0055-0873-005 containing 0.42 +/- acres and Tax Parcel 0055-0873-006 containing 0.48 +/- acres. These parcels are in Land Lot 873 of the 4th District, 3rd Section and are zoned A-1, Agricultural. The proposed zoning is H-I, Heavy Industrial.</p> <p>Staff Recommendation: Staff is not opposed to the annexation or zoning.</p> <p>Planning Commission recommended approval.</p>
LEGAL:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ24-03

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Cercasbest North America LLC
Representative: Karl Lutjens, PE. Southland Engineering
Location: 1440 Hwy 113. (Tax IDs No. 0055-0873-005 and 0055-0873-006)
Total Acreage: 0.42 & 0.48 acres. (Total= 0.90 acres)

LAND USE INFORMATION

Current Zoning: County A-1 (Agriculture)
Proposed Zoning: H-I (Heavy Industrial)
Proposed Use: To Be Determined
Current Zoning of Adjacent Property:

North: H-I and County A-1 (Agriculture)
South: County A-1 (Agriculture)
East: County A-1 (Agriculture)
West: H-I

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 873
Ward: 2 **Council Member:** Jayce Stepp

The Future Development Map designates adjacent properties as: Workplace Center

The Future Land Use Map designates adjacent or nearby city properties as: Industrial

ANALYSIS

City Departments Reviews

Electric: Not in Service Area

Fibercom: Takes no exception.

Fire: No comments received.

Gas: Takes no exception.

Planning and Development: Takes no exception.

Public Works: Takes no exception.

Cartersville Water and Sewer: Not in Service Area

Cartersville School District: Takes no exception.

Bartow County: Takes no exception.

Bartow County School District: No comments received.

Public comments: None received as of 6-3-24.

REQUEST SUMMARY:

Applicant requests the annexation and zoning of two (2) tracts totaling 0.90 acres (+/-) located at 1440 Hwy 113 and identified as Tax Parcels 0055-0873-005 and 0055-0873-006. The properties are owned by Cercasbest North America LLC and the are currently undeveloped.

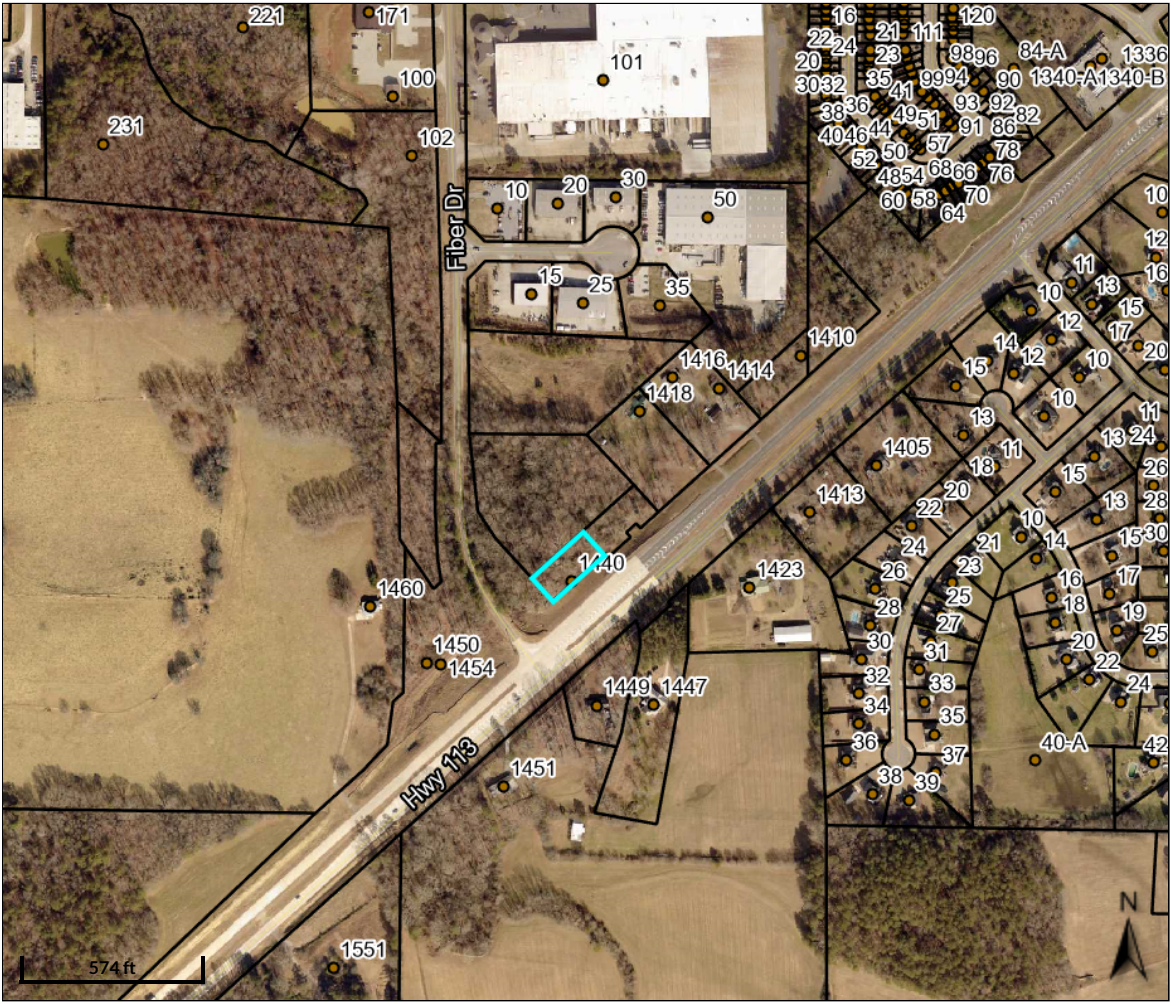
H-I, Heavy Industrial, zoning is requested for the tracts to match the existing 3.5 acre H-I tract to the north. The 3.5 acre tract is owned by the same owner. The existing zoning is County A-1 (Agriculture).

If the zoning is approved, the owner intends to combine all three tracts together to form a 4.4 acre +/- tract for future development. Currently, no projects are proposed.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use (Industrial) that is suitable in view of the use and development of adjacent and nearby property.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use or usability of adjacent property. No changes in land use are currently proposed.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
Under the current County A-1 zoning, the properties likely do not have a reasonable economic use as access to the properties is limited and the distance to Hwy 113 is not ideal for residential development.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools. No changes in land use are proposed.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposed zoning would conform to the city's land use plan for the area. (Industrial)
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect.
- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
No additional conditions are known.

RECOMMENDATION: Staff is not opposed to the annexation or Heavy Industrial (H-I) zoning.

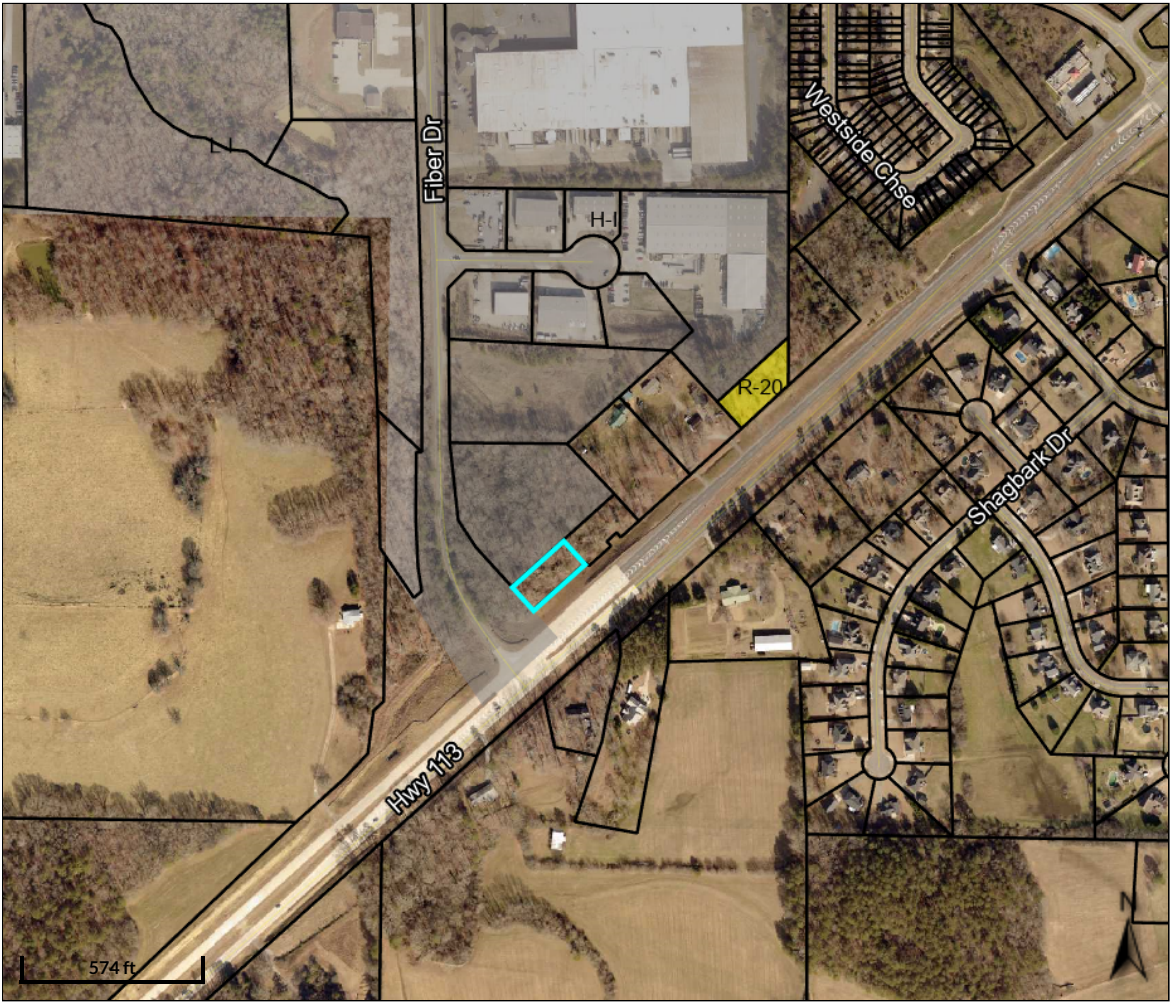


- Legend**
- Parcels
 - Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads

Parcel ID	0055-0873-005	Alternate ID	10273	Owner Address	CERCASBEST NORTH AMERICA LLC
Sec/Twp/Rng	n/a	Class	Residential		180 A LINDBERGH DR NE
Property Address	1440 HWY 113	Acreege	0.42		ATLANTA, GA 30305
District	Bartow County				
Brief Tax Description	LL 873 LD 4 TRACT 2				
	(Note: Not to be used on legal documents)				

Date created: 5/2/2024
 Last Data Uploaded: 5/1/2024 9:04:28 PM





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

Parcel ID 0055-0873-005
 Sec/Twp/Rng n/a
 Property Address 1440 HWY 113

Alternate ID 10273
 Class Residential
 Acreage 0.42

Owner Address CERCASBEST NORTH AMERICA LLC
 180 A LINDBERGH DR NE
 ATLANTA, GA 30305

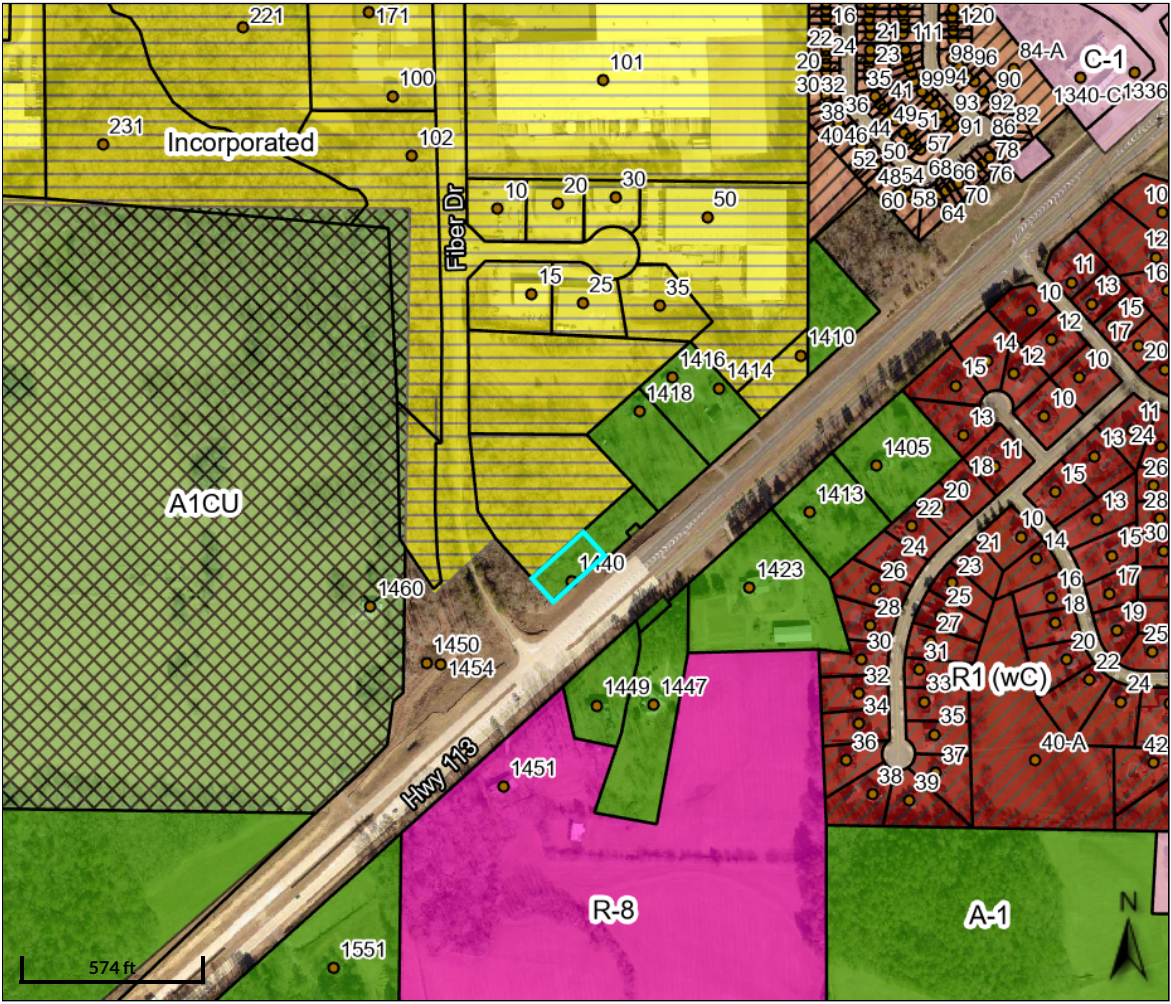
District
Brief Tax Description

Bartow County
LL 873 LD 4 TRACT 2
(Note: Not to be used on legal documents)

Meeting: June 20, 2024 Item3.

Date created: 6/4/2024
Last Data Uploaded: 6/3/2024 10:25:18 PM

Developed by  **Schneider**
GEO SPATIAL



- Legend**
- Parcels
 - Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads
 - Bartow County Zoning**
 - A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - OI (wC)
 - OICU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2

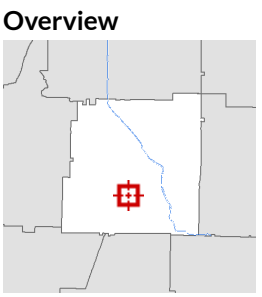
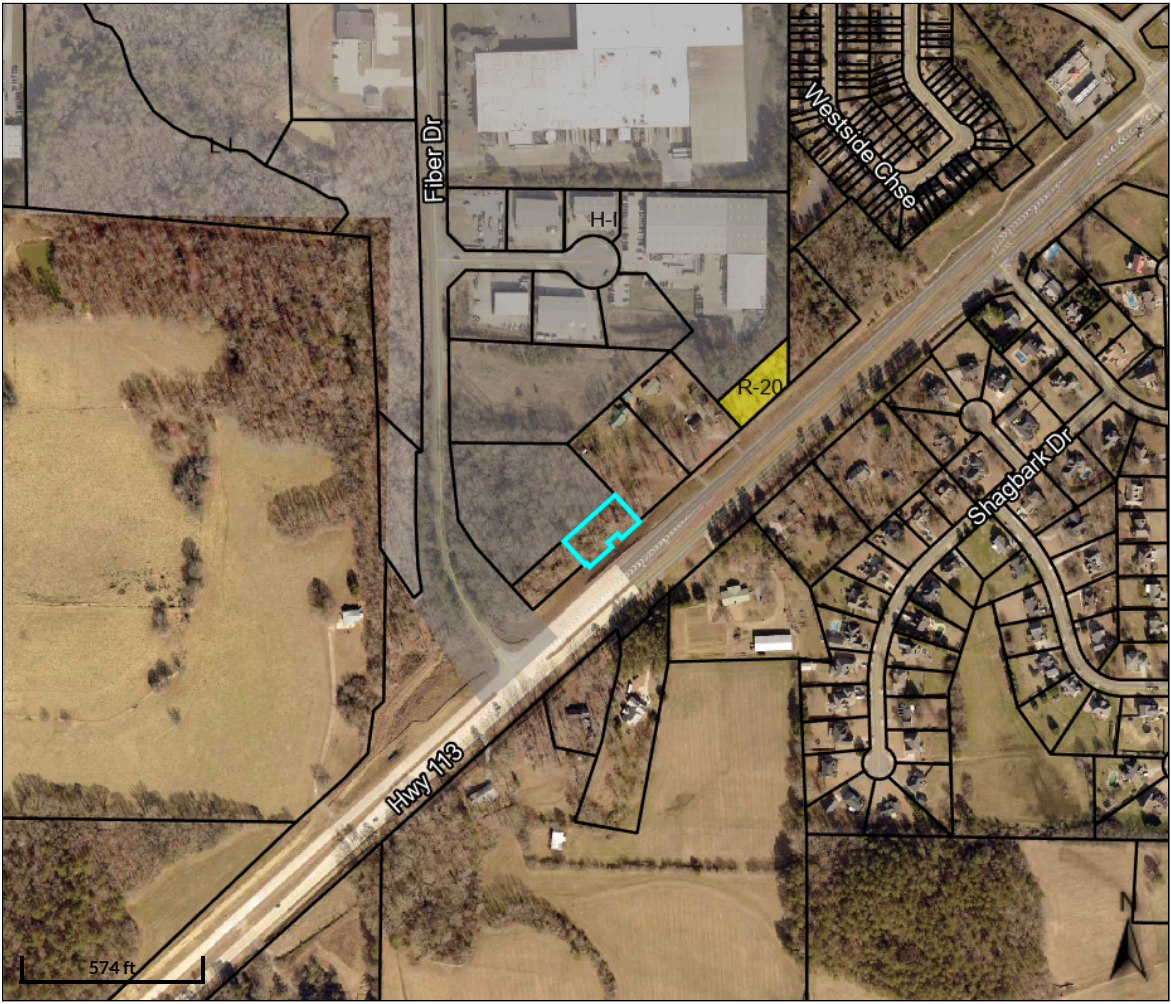


- Legend**
- Parcels
 - Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads

Parcel ID	0055-0873-006	Alternate ID	10274	Owner Address	CERCASBEST NORTH AMERICA LLC
Sec/Twp/Rng	n/a	Class	Residential		180 A LINDBERGH DR NE
Property Address	1440 HWY 113	Acreage	0.48		ATLANTA, GA 30305
District	Bartow County				
Brief Tax Description	LL873 LD4 TRACT 1				
	(Note: Not to be used on legal documents)				

Date created: 5/23/2024
 Last Data Uploaded: 5/22/2024 10:39:17 PM

Developed by  Schneider
 GEOSPATIAL



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

Parcel ID 0055-0873-006
 Sec/Twp/Rng n/a
 Property Address 1440 HWY 113

Alternate ID 10274
 Class Residential
 Acreage 0.48

Owner Address CERCASBEST NORTH AMERICA LLC
 180 A LINDBERGH DR NE
 ATLANTA, GA 30305

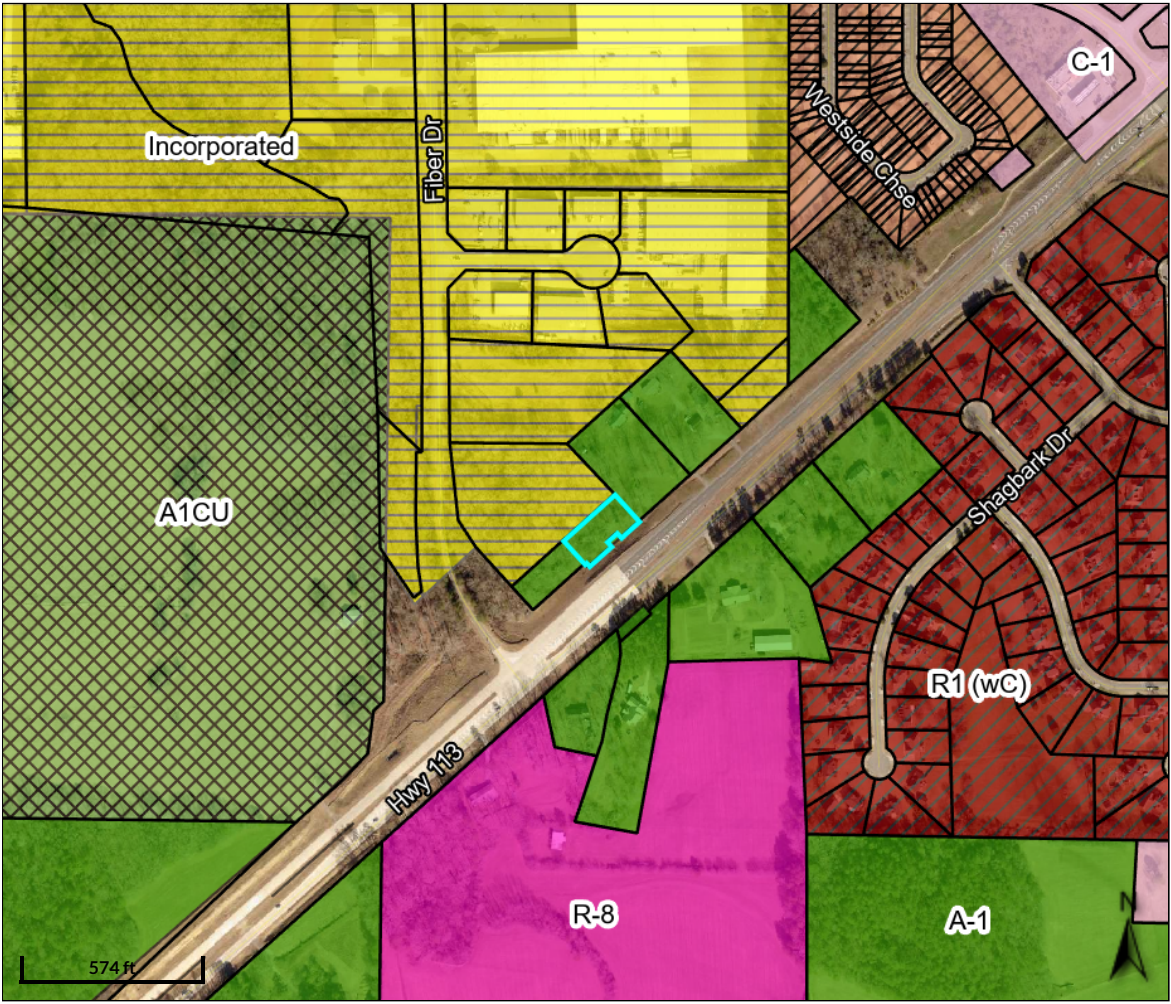
District
Brief Tax Description

Bartow County
LL873 LD4 TRACT 1
(Note: Not to be used on legal documents)


Meeting: June 20, 2024 Item3.

Date created: 6/4/2024
Last Data Uploaded: 6/3/2024 10:25:18 PM

Developed by  **Schneider**
GEO SPATIAL



- Legend**
- Parcels
 - Roads
- Bartow County Zoning**
- A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - O1 (wC)
 - O1CU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2
 - R-3
 - R-4
 - R-7
 - R-8
 - R-8 w/c
 - R1 (wC)

-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

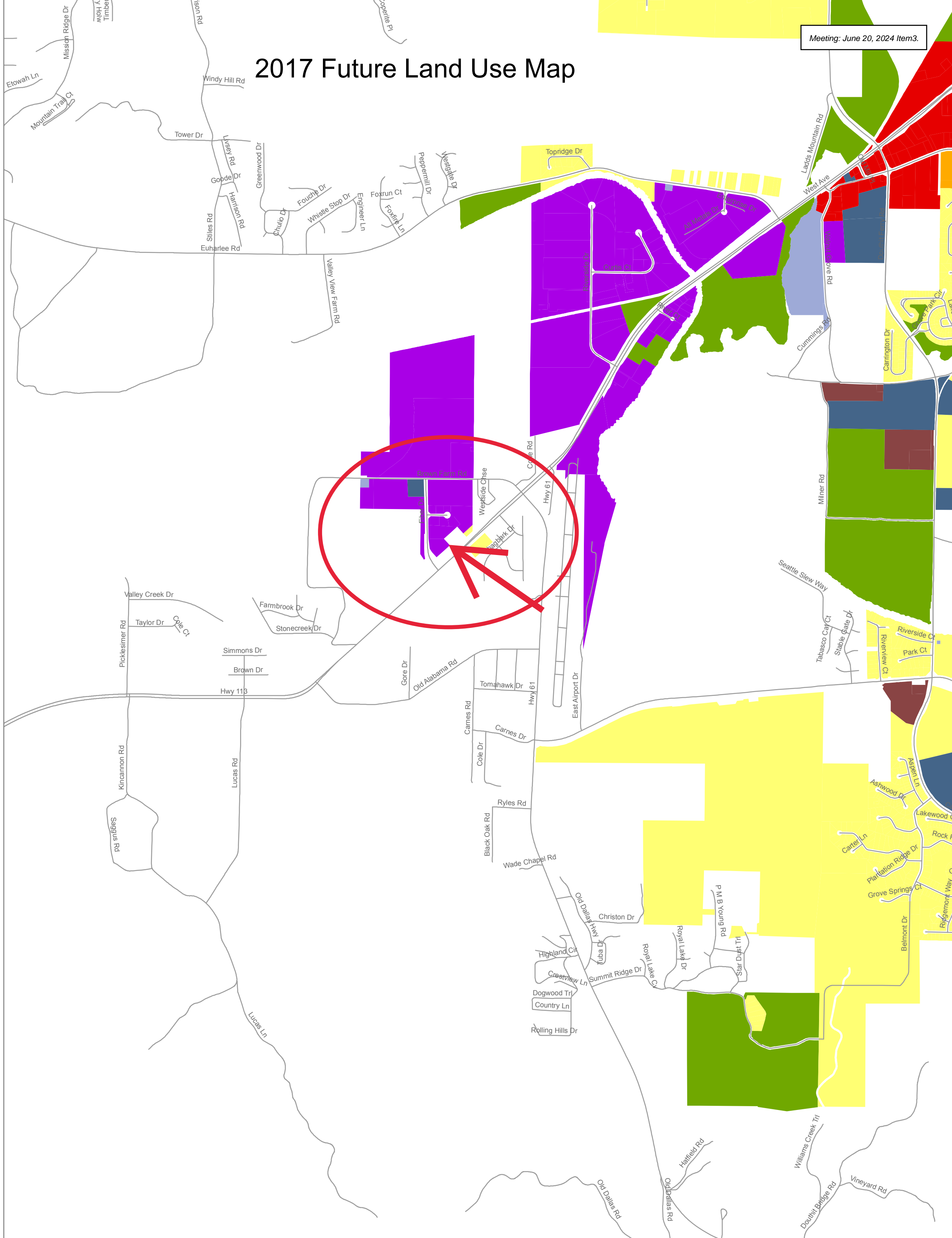
Parcel ID 0055-0873-006 **Alternate ID** 10274
Sec/Twp/Rng n/a **Class** Residential
Property Address 1440 HWY 113 **Acreage** 0.48
District Bartow County
Brief Tax Description LL873 LD4 TRACT 1
(Note: Not to be used on legal documents)

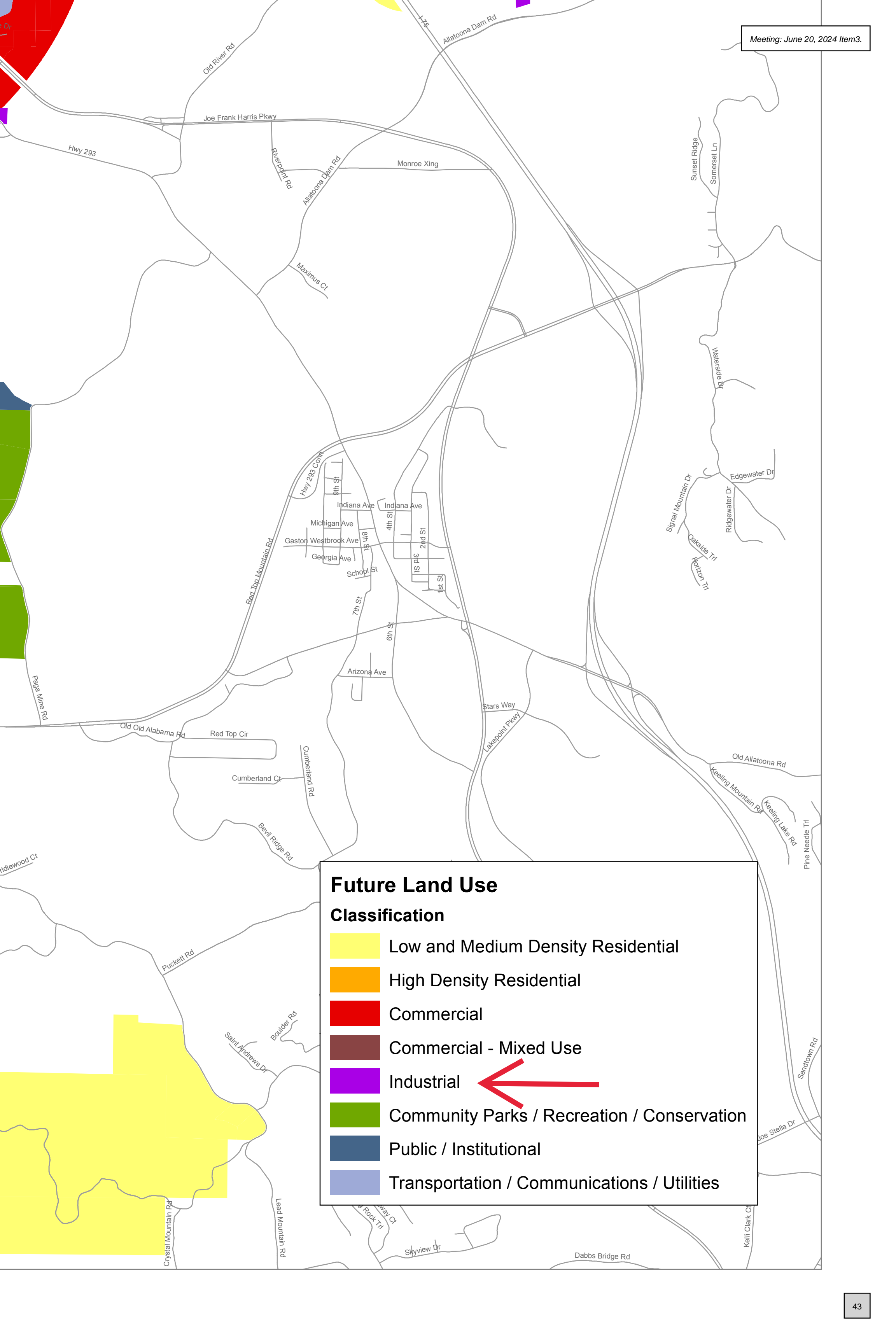
Owner Address CERCASBEST NORTH AMERICA LLC
 180 A LINDBERGH DR NE
 ATLANTA, GA 30305

Date created: 6/4/2024
 Last Data Uploaded: 6/3/2024 10:25:18 PM

Developed by 

2017 Future Land Use Map



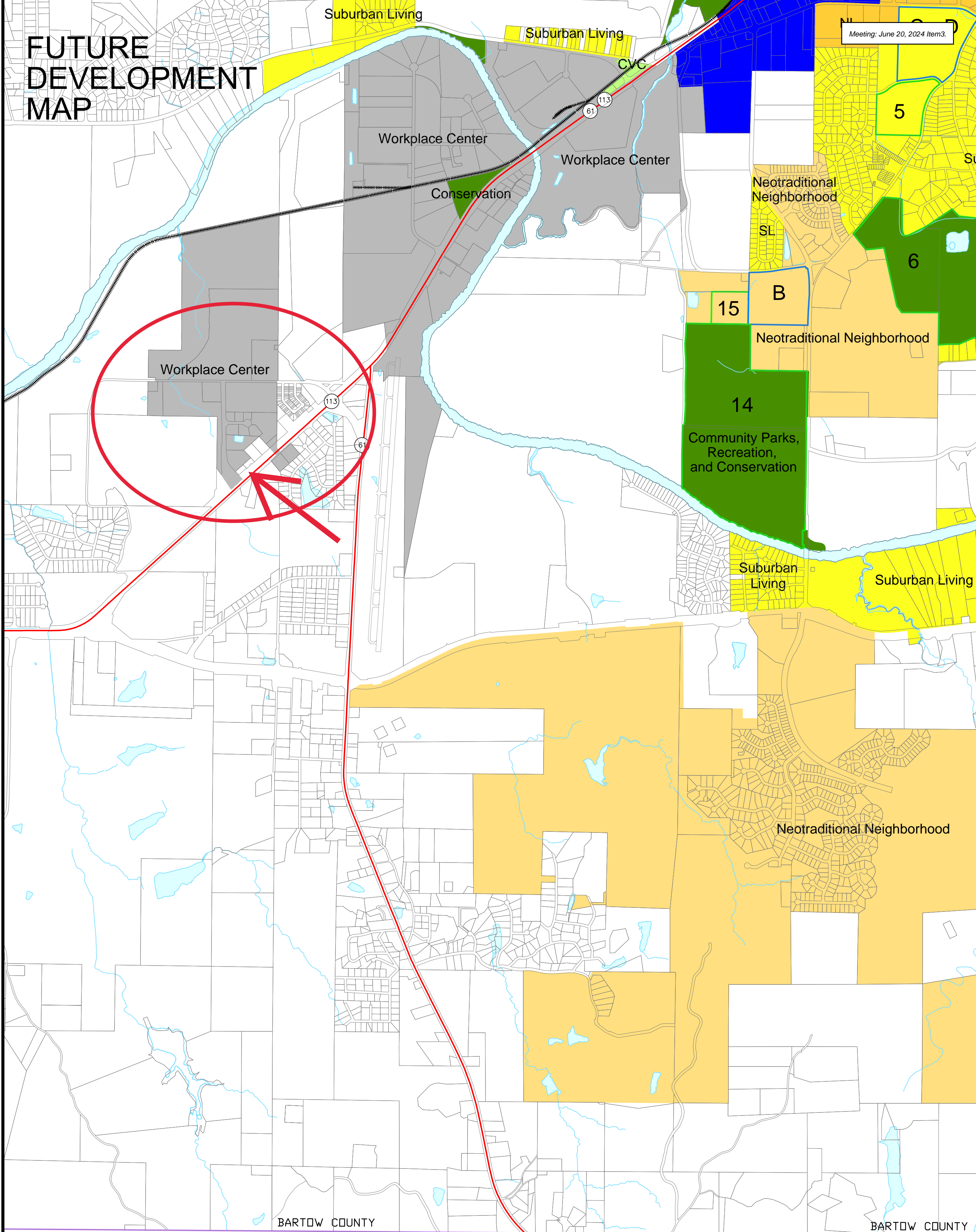


Future Land Use

Classification

- Low and Medium Density Residential
- High Density Residential
- Commercial
- Commercial - Mixed Use
- Industrial ←
- Community Parks / Recreation / Conservation
- Public / Institutional
- Transportation / Communications / Utilities

FUTURE DEVELOPMENT MAP



BARTOW COUNTY
PAULDING COUNTY

BARTOW COUNTY
PAULDING COUNTY

CARTERSVILLE, GEORGIA

Future Development Map

Character Areas of the Future Development Map

-  Civic Village
-  Community Parks, Recreation, and Conservation
-  Community Village Center
-  Downtown Business District
-  Highlands
-  Highway Commercial
-  Historic Neighborhood
 - Atco Mill Historic Village
 - Cherokee - Cassville Historic District
 - Olde Town Historic District
 - West End Historic District
-  Main Street Overlay District
-  Mining
-  Mixed-Use Activity Center
-  Neotraditional Neighborhood
-  Neighborhood Living
-  North Towne Revitalization Area
-  Parkway Corridor
-  Suburban Living
-  Summer Hill
-  Tellus Interchange Commercial
-  Tennessee Street Corridor
-  Transitional Use Area
-  Workplace Center

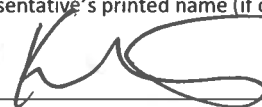
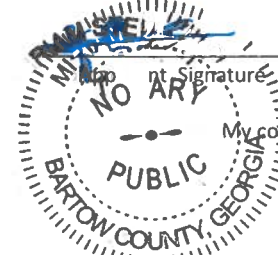



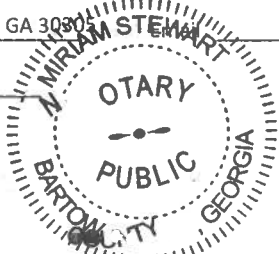
Application for Annexation/ Zoning City of Cartersville

Case Number: AZ24-03
Date Received: 4-23-24

Public Hearing Dates:

Planning Commission 6-11-24 5:30pm 1st City Council 6-20-24 7:00pm 2nd City Council Tues. 7/2/24 7:00pm

Applicant Cercasbest North America LLC Office Phone 901-834-1678
 (printed name)
 Address 180A Lindbergh Drive NE Mobile/ Other Phone _____
 City Atlanta State GA Zip 30305 Email rafisch@gmail.com
 Representative's printed name (if other than applicant) Southland Engineering, INC. Phone (Rep) 770 387 0440
 Email (Rep) karl@southlandengineers.com
 Representative Signature 
 Signed, sealed and delivered in presence of: _____ My commission expires: 10/11/2025
 Notary Public 

* Titleholder Cercasbest North America LLC Phone 901-834-1678
 (titleholder's printed name)
 Address 180A Lindbergh Drive NE Atlanta, GA 30305 Email rafisch@gmail.com
 Signature 
 Signed, sealed, delivered in presence of: _____ My commission expires: 10/11/2025
 Notary Public 

Present Zoning District A-1 Requested Zoning H-I
 Acreage 0.455 & 0.499 Land Lot(s) 873 District(s) 4th Section(s) 3rd
 Location of Property: Fiber Drive Parcel ID No. 005-0873-005 & 005-0873 006
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: Requesting the two parcels be annexed into the City of Cartersville and zoned H-I in order to combine with parcel to the north on fiber drive. See Tracts 2 and 3 on Survey, attached.
 (attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ24-03

Tax Map Parcel(s) # 0055-0873-005 & 0055-0873-006 Voting Ward(s) 2

Current Land Use Commercial/Mixed Use Current Zoning A-1

Proposed Land Use Commercial Proposed Zoning G-C

Number of Dwelling Units N/A Number of Occupants N/A

Owner Occupied? Yes No

Number of School-aged Children N/A Grade Level(s) of School-aged Children N/A

School(s) to be attended: _____

Current Utility Service Providers (Check Service provider or list if Other)

Water: _____ City County _____ Well/ Other

Sewer: _____ City County _____ Septic/ Other

Natural Gas: City _____ Other (List) _____

Electricity: _____ City GA Power _____ Greystone
 _____ Other (List) _____

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: 3/22/2024

Date Two Years Prior to Application: 3/22/2022

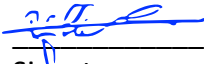
Date Five Years Prior to Application: 3/22/2019

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

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

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

N/A

	3-19-2024
_____ Signature	_____ Date
Rafi Schwartz	
_____ Print Name	

LIST OF ADJACENT PROPERTY OWNERS
(Not required if City mails public notices)

The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Karl Delano	5114 Greythorne Lane Marietta, GA 30068
2.	McKinnon Development, LLC	990 Cobb Parkway North Suite 201 Marietta, GA 30062
3.	Development Authority of Cartersville C/O Aquafil	1 Aquafil Dr Cartersville, GA 30120
4.	Charles and Patricia Waits	1418 Hwy 113 SW Cartersville, GA 30120
5.	Carl Pinson	1423 Hwy 113 SW Cartersville, GA 30120
6.	Bradley Jones, James & Emily Thompson	1447 Hwy 113 SW Cartersville, GA 30120
7.	Joseph and Steve Owen	1449 Hwy 113 SW Cartersville, GA 30120
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional names if necessary.

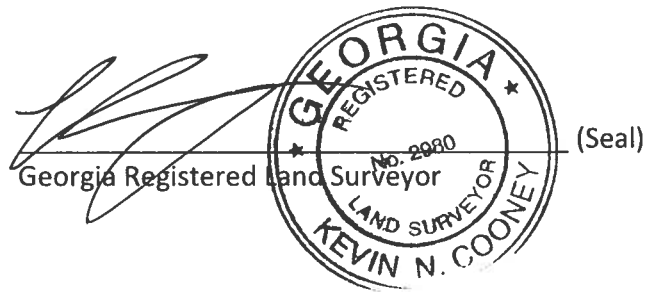
(Indicate property owned by the above persons on plat accompanying this application.)

SURVEYOR'S CERTIFICATE

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

03/21/2024
Date



ZONING ADMINISTRATOR:

- 1. Case Number: AZ24-03
- 2. Yes No

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

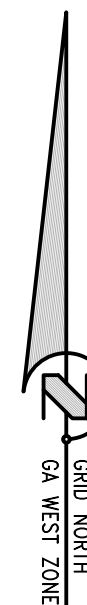
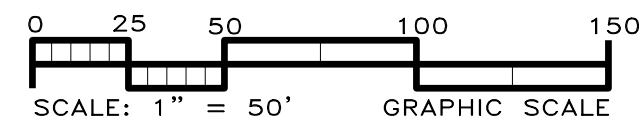
- 3. Survey attached? YES

4-23-24
Date

David Hardegree
Zoning Administrator

BOUNDARY RETRACEMENT SURVEY FOR:
SCHWARTZ FAMILY
LOCATED IN LAND LOT 873
4th DISTRICT, 3rd SECTION
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

DATE: JAN. 25, 2022 REV: JOB NO: 21210
DATE OF FIELDWORK: JAN. 24, 2022
DRAWN BY: FAH CHECKED BY: JPC APPROVED BY: KNC



N/F
DEVELOPMENT AUTHORITY
OF CARTERSVILLE
DB: 2734 PG: 800
TAX PARCEL: C056-0856-003
ZONED: H-1
CITY OF CARTERSVILLE

N/F
CHARLES O. WAITS #
PATRICIA BAKER WAITS
DB: 2728; PG: 506
TAX PARCEL: 0055-0873-008
ZONED: A-1
BARTOW COUNTY

TRACT 1
3.714 ACRES

N/F
CERCABEST NA
DB: 1182; PG: 403
TAX PARCEL: C056-0873-002
ZONED: H-1
CITY OF CARTERSVILLE

TRACT 2
0.499 ACRES

N/F
JAMES DOYAL RUFF
DB: 1839; PG: 349
TAX PARCEL: 0055-0873-006
ZONED: A-1
BARTOW COUNTY

TRACT 3
0.455 ACRES

N/F
J. DOYAL RUFF #
MARY J. RUFF
DB: 1162; PG: 30
TAX PARCEL: 0055-0873-005
ZONED: A-1
BARTOW COUNTY

N/F
CITY OF CARTERSVILLE
DB: 2452; PG: 701
D.O.T. PROJ. NO.
CS5TP-0008-00(382)

VARIABLE PUBLIC RIGHT-OF-WAY
FIBER DRIVE
D.O.T. PROJ. NO. CS5TP-0008-00(382)

STATE ROUTE 113
VARIABLE PUBLIC RIGHT-OF-WAY
D.O.T. PROJ. NO. CS5TP-0008-00(382)
D.O.T. PROJ. NO. STP-018-1(5)BFR-018-1(44)

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Conformity Statement

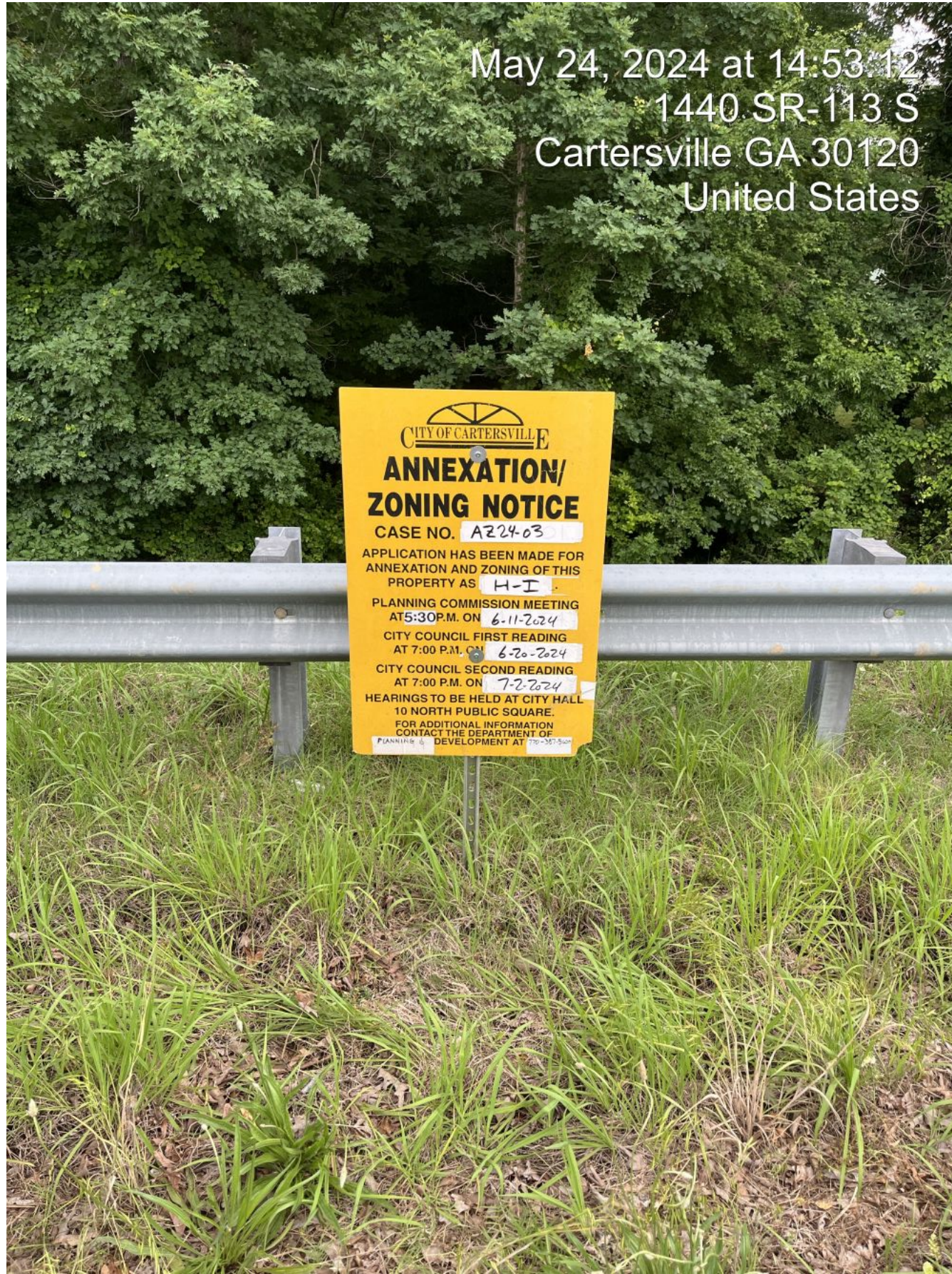
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION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

KEVIN COONEY - GA PLS 2980

General Notes

- 1. ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
- 2. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS COLLECTED USING NETWORK ADJUSTED RTK GPS WITH POSITIONAL ACCURACIES OF +/- 0.07' VERTICAL AND +/- 0.07' HORIZONTAL.
- 3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 225,013 FEET.
- 4. EQUIPMENT USED: TOPCON 3005W TOTAL STATION, EGPS 20T BASE AND ROVER, WITH DATA COLLECTOR.
- 5. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.

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





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Public Hearing - 1 st Reading of Zoning/Annexations Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ24-04: Walnut Grove Rd at Cummings Road.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests the de-annexation of a portion of the property on Walnut Grove Road at Cummings Road identified as Tax Parcel C074-0002-001 containing a total of 1.00 +/- acres. The subdivided tract to be de-annexed contains 0.29 acres +/- . This parcel is zoned P-I, Public Institutional.</p> <p>If approved, the de-annexed tract will be combined with the larger development tract, Parcel ID 0073-0735-001.</p> <p>Staff is not opposed to the de-annexation.</p> <p>Planning Commission recommended approval.</p>
LEGAL:	N/A

ZONING & DE-ANNEXATION SYNOPSIS

Petition Number(s): AZ24-04

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Manor Restorations LLC
Representative: Karl Lutjens, PE. Southland Engineering
Location: Walnut Grove Rd at Cummings Rd. (Tax ID No. C074-0002-001)
Total Acreage: Subdivided tract is 0.29 acres. Parent tract was 1.00 acres.

LAND USE INFORMATION

Current Zoning: P-I (Public Institutional)
Proposed Zoning: N/A
Proposed Use: Residential Development in County

Current Zoning of Adjacent Property:

North: P-I and County A-1 (Agriculture)
South: County PUD wC (Planned Unit Development with Conditions)
East: County A-1
West: County PUD wC

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 735
Ward: 2 **Council Member:** Jayce Stepp

The Future Development Map designates adjacent properties as: N/A

The Future Land Use Map designates adjacent or nearby city properties as: N/A

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception.

Fire: No comments received.

Gas: Takes no exception.

Planning and Development: Takes no exception.

Public Works: Takes no exception.

Cartersville Water and Sewer: Takes no exception

Cartersville School District: Takes no exception.

Bartow County: Takes no exception.

Bartow County School District: Takes no exception.

Public comments: None received as of 6-3-24.

REQUEST SUMMARY:

Applicant requests the de-annexation of a portion of the property on Walnut Grove Road at Cummings Road identified as Tax Parcel C074-0002-001 containing a total of 1.00 +/- acres. The subdivided tract to be de-annexed contains 0.29 acres +/- . This parcel is located in Land Lot 735 of the 4th District, 3rd Section and is zoned P-I, Public Institutional.

If approved, the de-annexed tract will be combined with the larger development tract, Parcel ID 0073-0735-001.

The subdivision and sale of the tract to be de-annexed occurred in February of this year. De-annexing this tract will allow the developer to design a safe intersection at Walnut Grove Rd.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
Not applicable to the de-annexed tract. The remaining portion of the parent tract does permit a use that is suitable in view of the use and development of adjacent and nearby property.

- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.

- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use or usability of adjacent property.

- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
The P-I zoning of the 0.29 acre tract is not an appropriate zoning for the County development.

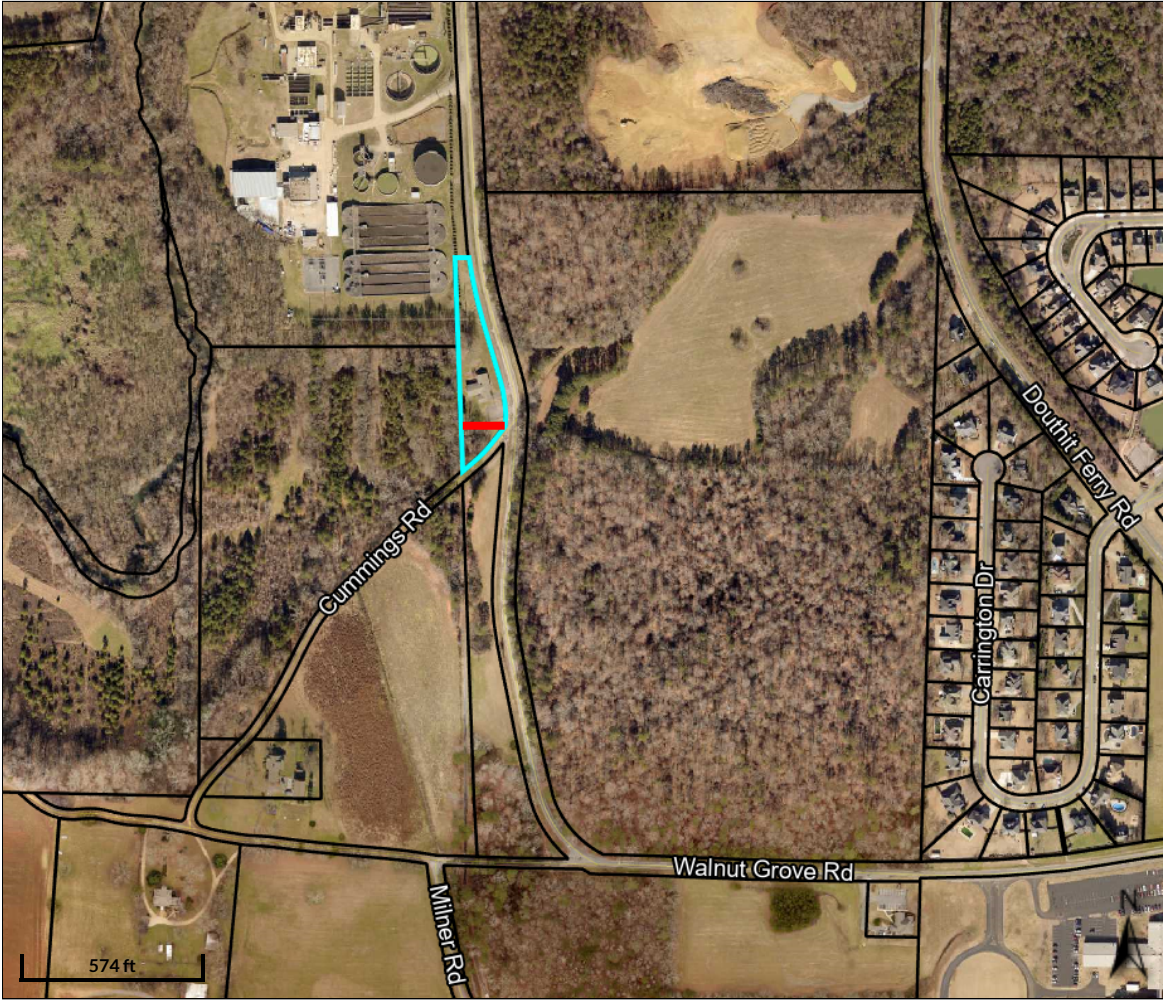
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools. This element should be studied by the developer or County.

- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The remaining portion of the parent tract does conform to the city's land use plan for the area. (Transportation/Communication/Utilities)

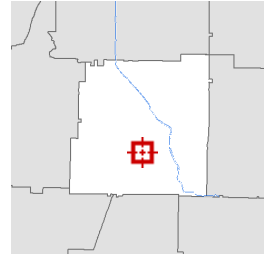
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
No adverse impact is anticipated.

- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
No additional conditions are known.

RECOMMENDATION: Staff is not opposed to the de-annexation.



Overview



Legend

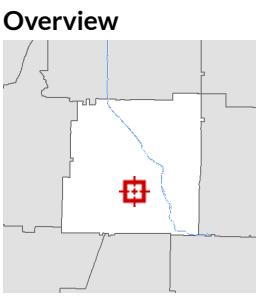
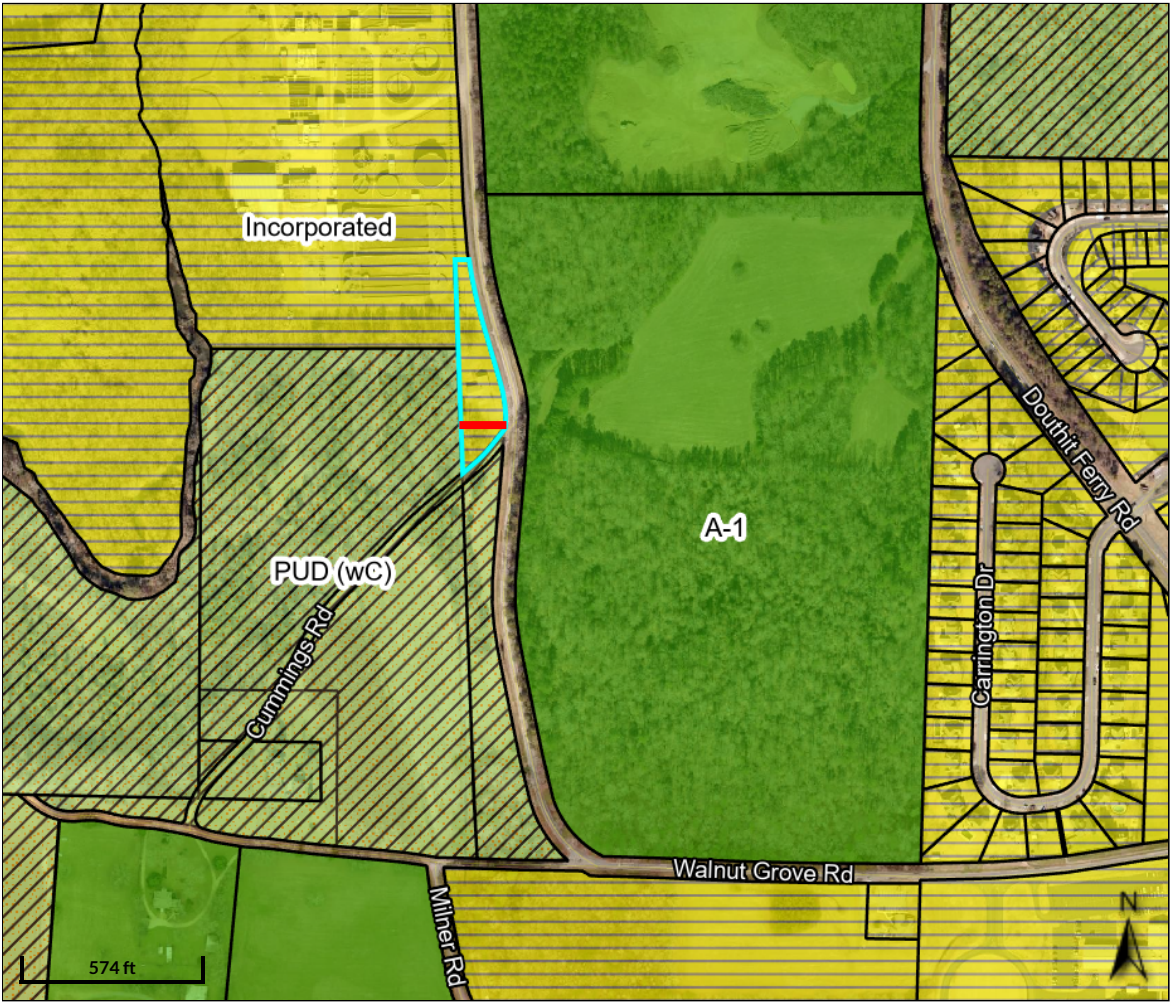
- Parcels
- Roads

Parcel ID	C074-0002-001	Alternate ID	37156	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	WALNUT GROVE RD	Acreage	1.0		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL735,706 LD4				

(Note: Not to be used on legal documents)

Date created: 5/2/2024
 Last Data Uploaded: 5/1/2024 9:04:28 PM

Developed by **Schneider**
 GEOSPATIAL



- Legend**
- Parcels
 - Roads
- Bartow County Zoning**
- A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - O1 (wC)
 - O1CU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2
 - R-3
 - R-4
 - R-7
 - R-8
 - R-8 w/c
 - R1 (wC)

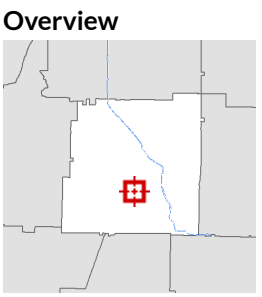
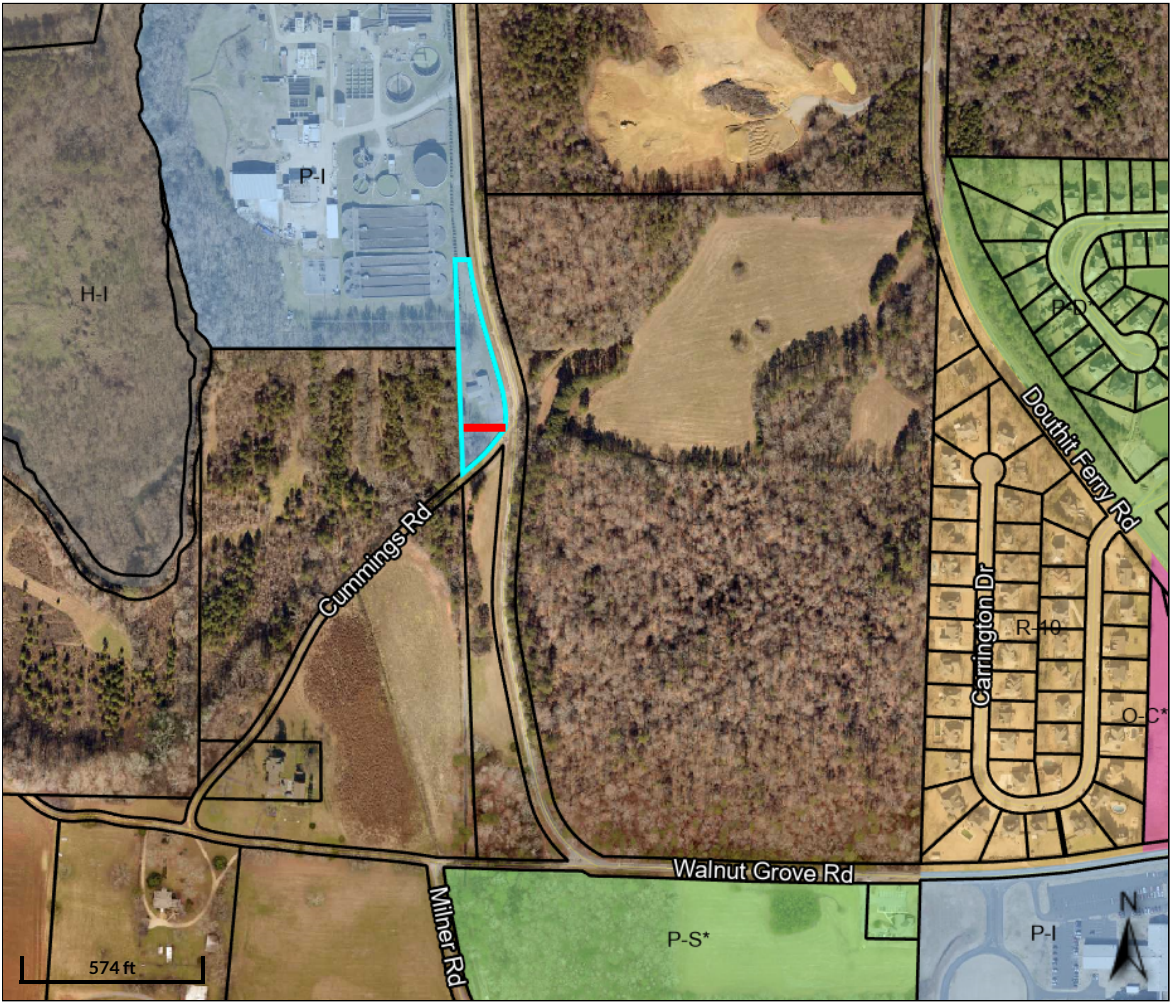
-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

Parcel ID C074-0002-001 **Alternate ID** 37156
Sec/Twp/Rng n/a **Class** Exempt
Property Address WALNUT GROVE RD **Acreage** 1.0
District Cartersville
Brief Tax Description LL735,706 LD4
(Note: Not to be used on legal documents)

Owner Address CITY OF CARTERSVILLE
 P O BOX 1390
 CARTERSVILLE, GA 30120

Date created: 5/2/2024
 Last Data Uploaded: 5/1/2024 9:04:28 PM

Developed by 



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

Parcel ID C074-0002-001
 Sec/Twp/Rng n/a
 Property Address WALNUT GROVE RD

Alternate ID 37156
 Class Exempt
 Acreage 1.0

Owner Address CITY OF CARTERSVILLE
 P O BOX 1390
 CARTERSVILLE, GA 30120

District
Brief Tax Description

Cartersville
LL735,706 LD4
(Note: Not to be used on legal documents)

Meeting: June 20, 2024 Item4.

Date created: 5/2/2024
Last Data Uploaded: 5/1/2024 9:04:28 PM

Developed by  **Schneider**
GEOSPATIAL

Application for Annexation/ Zoning
City of Cartersville DE-Annexation

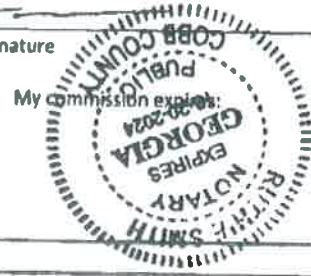
Case Number: AZ24-04
Date Received: 4/25/24

Public Hearing Dates:

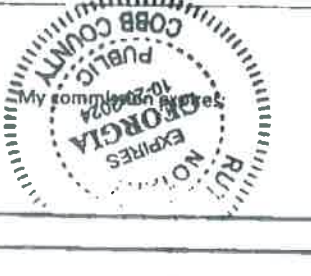
Planning Commission 6/11/24 5:30pm 1st City Council 6/20 7:00pm 2nd City Council Tues 7/2/24 7:00pm



Applicant Manor Restorations, LLC Office Phone 770-652-0044
 (printed name)
 Address 4670 Jefferson Township Lane Mobile/ Other Phone N/A
Marietta State GA Zip 30066 Email bsmith@masterworksatlanta.com
 Representative's printed name (if other than applicant) Phone (Rep) 770-387-0440
 Email (Rep) _____
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: My commission expires: _____
 Notary Public _____



* Titleholder Manor Restorations, LLC Phone 770-652-0044
 (titleholder's printed name)
 Address 4670 Jefferson Township Lane Marietta, GA 30066 Email bsmith@masterworksatlanta.com
 Signature _____
 Signed, sealed, delivered in presence of: My commission expires: _____
 Notary Public _____



Present Zoning District P-1 Requested Zoning PUD(wC) - In Bartow County
 Acreage 0.290 Land Lot(s) 735 District(s) 4 Section(s) 3
 Location of Property: Walnut Grove Road Parcel ID No. C074-0002-001
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This small acreage was purchased by the developer of the neighboring property on Cumming Road
We are requesting that it be de-annexed from the City of Cartersville so it can be combined with the 22.17 acre property to the
west in Bartow County.
 (attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: N/A


Date Two Years Prior to Application: N/A

Date Five Years Prior to Application: N/A

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

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

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


4/25/2024

 Signature Date
BERNIE SMITH

 Print Name

SURVEYOR’S CERTIFICATE

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

04.25.24
Date


Georgia Registered Land Surveyor



ZONING ADMINISTRATOR:

1. Case Number: AZ24-04

2. Yes No To be combined with an existing 22acre tract,

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

3. Survey attached? Yes.

4-29-24
Date


Zoning Administrator

BENCHMARK

BENCHMARK SET TO THE NAIL IN PAVEMENT NEAR EXISTING SANITARY SEWER RUN ALONG CUMMINGS ROAD, WEST OF WALNUT GROVE ROAD.
NAIL ELEVATION = 684.86

LEGAL DESCRIPTION OF HATCHED AREA

All that tract or parcel of land lying and being in Land Lots 735 and 736 of the 4th District, 3rd Section in Bartow County, Georgia, and being more particularly described as follows:

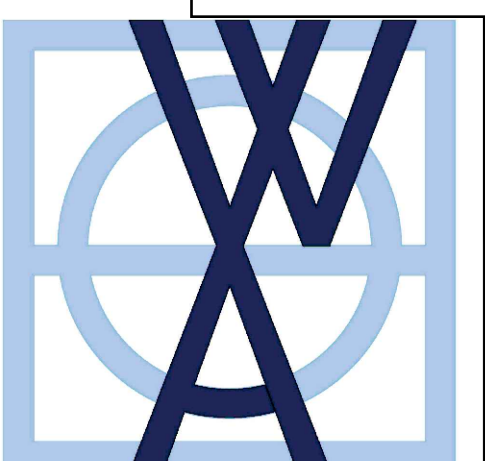
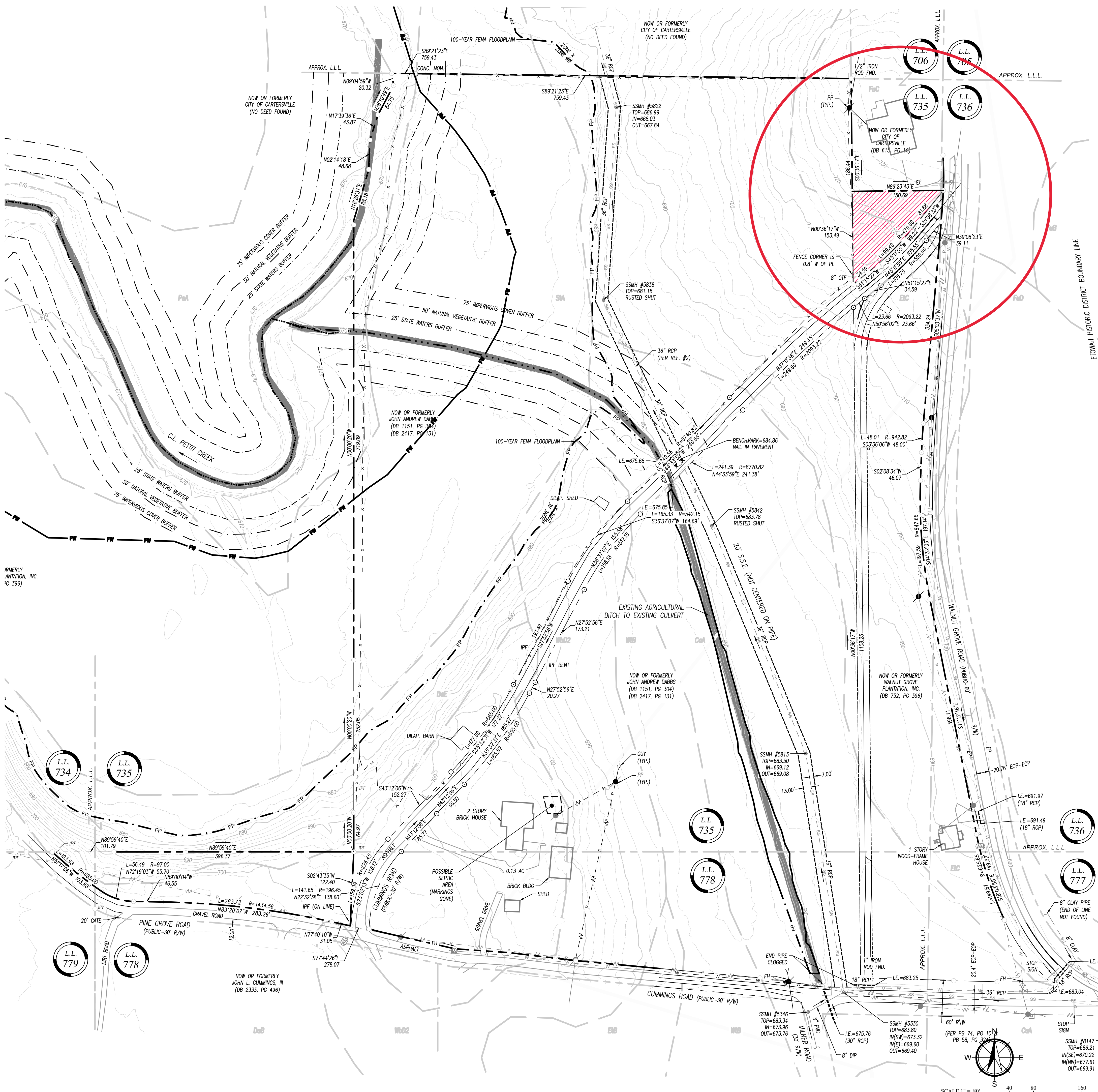
TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT a point at the intersection of the westerly right of way of Walnut Grove Road (60' right of way) and the northerly right of way of Cummings Road (30' right of way), said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; thence leaving said westerly right of way and along said northerly right of way the following courses and distances: S39°08'23"W for a distance of 61.68 feet to a point; 99.40 feet along the arc of a curve to the right, said curve having a radius of 470.00 feet and being subtended by a chord of S45°11'55"W, 99.22 feet to a point; S51°15'27"W for a distance of 34.59 feet to a point; thence leaving said northerly right of way N00°36'17"W for a distance of 153.49 feet to a point; thence N89°23'43"E for a distance of 150.69 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.290 acres.

- LEGEND**
- PROJECT PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - PR. LOT LINE
 - FUTURE R/W LINE
 - EASEMENT
 - BUFFER OR SETBACK LINE
 - LAKE
 - FLOODPLAIN
 - FLOODWAY
 - BUILDING
 - FENCE
 - MAJOR CONTOUR LINE
 - MINOR CONTOUR LINE
 - OVERHEAD UTILITY LINE
 - OVERHEAD POWER LINE
 - UNDERGROUND POWER LINE
 - SEWER LINE
 - WATER LINE

- SYMBOL LEGEND**
- SANITARY SEWER MANHOLE
 - FIRE HYDRANT ASSEMBLY
 - WATER METER
 - WATER VALVE
 - POWER POLE
 - STORM CATCH BASIN
 - STORM MANHOLE (JUNCTION BOX)
 - PROPERTY LINE PIN
 - SIGN



W&A ENGINEERING
 CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
 LAND SURVEYING | TRAFFIC ENGINEERING
 ECONOMIC DEVELOPMENT

2300 Windy Ridge Pkwy SE, Suite
 560S, Atlanta, GA 30339
 P: (706) 310-0400
 waengineering.com

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

WALNUT GROVE
 BARTOW COUNTY, GEORGIA
 WALNUT GROVE ROAD - 43.42 ACRES

Know what's below.
 Call before you dig.

REVISIONS

DATE	COMMENT

FOR REVIEW

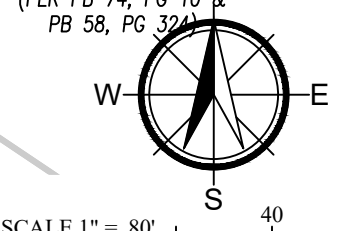
INITIAL SUB. DATE: ---

ISSUANCE DATE: ---

W&A PROJECT #: 220640

EXISTING CONDITIONS

C101



A
B
C
D
E
F
G
H
I
J
K
L

Written Description- Cummings Road, Swap 5

All that tract or parcel of land lying and being in Land Lots 735 and 736 of the 4th District, 3rd Section in Bartow County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a point at the intersection of the westerly right of way of Walnut Grove Road (60' right of way) and the northerly right of way of Cummings Road (30' right of way), said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

thence leaving said westerly right of way and along said northerly right of way the following courses and distances: S39°08'23"W for a distance of 81.88 feet to a point; 99.40 feet along the arc of a curve to the right, said curve having a radius of 470.00 feet and being subtended by a chord of S45°11'55"W, 99.22 feet to a point; S51°15'27"W for a distance of 34.59 feet to a point; thence leaving said northerly right of way N00°36'17"W for a distance of 153.49 feet to a point; thence N89°23'43"E for a distance of 150.69 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.290 acres.

After Recording Return To:
Leslie Vaughan Simmons, PC
1105 North Tennessee Street
Cartersville, GA 30120

File Number: 24-115
Parcel ID: c074-0002-001

Warranty Deed

This indenture made this 20th day of February, 2024 between, **City Of Cartersville**, as party or parties of the first part, (henceforth referred to as "Grantor"), and **Manor Restorations, LLC, a Georgia Limited Liability Company**, as part or parties of the second part, (henceforth referred to as "Grantee").

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

All that tract or parcel of land lying and being in Land Lots 735 and 736 of the 4th District, 3rd Section in Bartow County, Georgia, and being more particularly described as follows: TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a point at the intersection of the westerly right of way of Walnut Grove Road (60' right of way) and the northerly right of way of Cummings Road (30' right of way), said point being the TRUE POINT OF BEGINNING, FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED: thence leaving said westerly right of way of Walnut Grove Road and along said northerly right of way of Cummings Road the following courses and distances: S39°08'23"W a distance of 81.88 feet to a point; thence 99.22 feet along the arc of a curve to the right, said curve having a radius of 470.00 feet and being subtended by a chord of S45°11'55"W 99.40 feet to a point; thence S51°15'27"W a distance of 34.59 feet to a point; thence leaving said northerly right of way N00°36'17"W for a distance of 153.49 feet to a point; thence N89°23'43"E for a distance of 150.69 feet to a point, said point being the TRUE POINT OF BEGINNING. Said tract or parcel of land containing 0.290 acres.

This Deed is given subject to all easements and restrictions of record, if any.

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

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

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

Signed, sealed and delivered on
20th day of February, 2024 in the
presence of:

City Of Cartersville

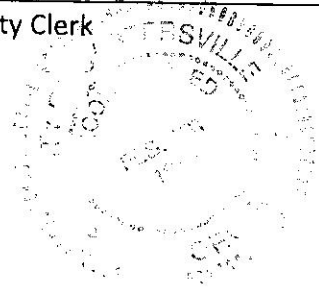
By: Matthew J. Santirji (SEAL)
Matthew J. Santirji, Mayor

Attest: Julia Drake (SEAL)
Julia Drake, City Clerk

Red Lovell

Witness

Stacey L. Forristall
Notary







CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Sec. 4-112 Cameras for Malt Beverage Package Outlets Revision
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance revision is to reflect a recent change in state law.
LEGAL:	Prepared by Archer & Lovell

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 4. - PREMISES RESTRICTIONS. SECTION 4-112. – CAMERAS FOR MALT BEVERAGE PACKAGE OUTLET, is hereby amended by deleting the same in its entirety and replacing it as follows:

1.

Sec. 4-112. Cameras for malt beverage package outlet.

- (a) Each outlet for the retail sale of malt beverages by the package shall install and maintain security cameras in the outlet of a type and number approved by the chief of police, unless otherwise provided by law.
 - (1) Cameras shall be placed as follows:
 - a. On the premises so as to record activities in the check out or cash register area(s), to include both customer and employee.
 - b. On the premises so as to record all entrance and exit doors.
 - (2) All cameras shall be capable of producing a retrievable color image on digital film or tape that can be made a permanent record and enlarged through projection or other means.
 - (3) Such cameras shall be maintained in proper working order at all times and shall be subject to periodic inspection by the chief of police or his designee. If a sale of alcohol to a minor, robbery, misdemeanor, or other felony occurs in such outlet, the film or tape recording such event shall immediately be made available to the chief of police or his designee. All films, tapes or images required by this Code section shall be retained by the outlet, in its original, viewable format, for a period of no less than thirty (30) days after recording.
 - (4) All cameras must be in working order and checked by the licensee on a weekly basis. A log of said checks and repairs, if any, are to be kept and provided to the Cartersville Police Department on a quarterly basis. Additionally, said logs may be kept internally by the security camera, and if so, shall be made available for review by the Cartersville Police Department on a quarterly basis.
- (b) The effective date for this section shall be January 1, 2009, and as of said date, all newly licensed and existing licensed malt beverage package establishments must be in compliance with said provisions, unless otherwise provided by law.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Fiscal Year 2024-25 Budget
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The fiscal year 2024-25 budget ordinance is attached. The proposed budget is a balanced budget and increased \$57,194,680 over the fiscal year 2023-24 budget. The increase equates to a 26.33% increase. The proposed budget includes salary adjustments, no increase in the city’s property tax millage rate, an increase in health insurance premiums for both the city and the employees, and a small increase in the water and sewer rates.</p> <p>Budget comparison by type for the FY 2025 proposed budget compared to the FY 2024 budget include: personnel expenses increase by \$4,827,265; operating expenses increased \$4,325,025; purchase of commodities decreased by \$8,008,265; debt service expenses decreased \$85,015; capital expenses increased \$50,921,185, and transfers to the general fund increased \$5,214,485. I recommend approval of the proposed FY 2024-25 budget as presented.</p>
LEGAL:	N/A

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2024 – 2025 budget.

2024 - 2025 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$72,300,250	
Expenditures:		
Legislative		\$11,766,580
Administration		\$ 3,393,835
Finance Dept.		\$ 1,448,365
Customer Service Dept.		\$ 1,722,775
Police		\$12,895,410
Fire		\$18,809,540
Municipal Court		\$ 329,545
Public Works		\$ 4,484,885
Recreation		\$15,802,260
Planning & Development		\$ 1,647,055
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 943,500	\$ 943,500
America Rescue Plan (ARPA)	\$ 6,755,450	\$ 6,755,450
Tourism Product Development	\$ 300,000	\$ 300,000
SPLOST – 2014	\$ 231,995	\$ 231,995
SPLOST - 2020	\$ 5,996,505	\$ 5,996,505
DEA	\$ 122,500	\$ 122,500
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,523,075	\$ 1,523,075
Motor Vehicle Rental Tax	\$ 124,630	\$ 124,630
Grant Funds	\$ 0	\$ 0
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 311,000	\$ 311,000

Enterprise Funds

Fiber Optics	\$ 2,728,830	\$ 2,728,830
Electric	\$60,373,570	\$60,373,570
Gas	\$43,217,015	\$43,217,015
Solid Waste	\$ 3,874,625	\$ 3,874,625
Stormwater	\$ 1,680,500	\$ 1,680,500
Water & Sewer	\$72,066,915	\$29,918,605
Water Pollution Control Plant		\$13,038,745
Water Treatment Plant		\$29,109,565

Internal Service Fund

Garage	\$ 1,827,855	\$ 1,827,855
---------------	---------------------	---------------------

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of June 2024. First Reading.

ADOPTED this ___ day of June 2024. Second Reading.

**/s/ _____
Matthew J. Santini
Mayor**

ATTEST:

**/s/ _____
Julia Drake
City Clerk**



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	FY 2024-25 Water and Sewer Rate Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The proposed fiscal year 2024-25 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The increase is as follows: a 5% increase in the residential water and sewer rates for both inside and outside the city limits customers.</p> <p>The 5% increase will allow the water department to continue the maintenance of the existing water and sewer systems as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equate to \$0.15 per one thousand gallons used for city residents. The total estimated increase for a residential water and sewer customer is \$1.27 per month for seven thousand gallons consumed.</p> <p>With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2024.</p>
LEGAL:	Reviewed by Archer & Lovell

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE and Section 24-147 SEWAGE RATES is hereby amended by deleting paragraph (a) (2) and (b)(2) in their entirety and replacing them with the following:

1.

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
(2) Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$2.42/100 cu. ft./ \$3.23/1000 Gal.	\$4.43/100 cu. ft./ \$5.92/1000 Gal.
(b) 9 – 14 consumptions per month	\$3.63/100 cu. ft./ \$4.85/1000 Gal.	\$4.55/100 cu. ft./ \$6.08/1000 Gal.
(c) 15 – 19 consumptions per month	\$5.49/100 cu. ft./ \$7.34/1000 Gal.	\$5.49/100 cu. ft./ \$7.34/1000 Gal.
(d) 20 + consumptions per month	\$7.66/100 cu. ft./ \$10.24/1000 Gal.	\$7.66/100 cu. ft./ \$10.24/1000 Gal.
(ii) Apartments, Multiples & Commercial Meters	\$3.97/100 cu. ft./ \$5.31/1000 Gal.	\$5.38/100 cu. ft./ \$7.19/1000 Gal.
(iii) Irrigation System Meters	\$5.49/100 cu. ft./ \$7.34/1000 Gal.	\$5.49/100 cu. ft./ \$7.34/1000 Gal.
(iv) Industrial and All Other Meters	\$2.42/100 cu. ft./ \$3.23/1000 Gal.	\$4.43/100 cu. ft./ \$5.92/1000 Gal.
(v) Wholesale Meters	\$2.42/100 cu. ft./ \$3.23/1000 Gal.	\$4.43/100 cu. ft./ \$5.92/1000 Gal.
(b.) Sewage Monthly Billing	City	Outside City
(2) Plus consumption	\$2.65/100 cu. ft./ \$3.54/1000 Gal.	\$4.70/100 cu. ft./ \$6.28/1000 Gal.

2..

This Ordinance shall become effective on July 1, 2024.

3.

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

[SIGNATURES ON NEXT PAGE]

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	April 2024 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for April 2024.
LEGAL:	N/A

MONTHLY SUMMARY
As of April 30, 2024

	FY 2022-23	FY 2023-24	FY 2022-23	FY 2023-24	100.00% OF BUDGET (Year to Date)
	MONTH OF April-23	MONTH OF April-24	Year to Date April-23	Year to Date April-24	
<i>GENERAL FUND excluding SPLST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$3,246,783	\$2,281,564	\$34,273,937	\$54,102,238	135.68%
EXPENDITURE	\$3,804,063	\$2,518,357	\$26,728,383	\$29,497,180	73.98%
Gen. Fund Net Profit (Loss)	(\$557,280)	(\$236,793)	\$7,545,554	\$24,605,058	
<i>WATER & SEWER</i>					
REVENUE	\$2,472,311	\$2,453,816	\$26,958,251	\$28,035,490	62.58%
EXPENDITURE	\$2,713,614	\$2,335,748	\$17,472,388	\$29,154,571	65.08%
Wtr. & Swr. Fund Net Profit (Loss)	(\$241,303)	\$118,068	\$9,485,863	(\$1,119,081)	
<i>As of April 30, 2024 a total of \$2,152,918 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
<i>GAS</i>					
REVENUE	\$2,762,593	\$2,766,107	\$40,247,611	\$29,121,037	60.06%
EXPENDITURES	\$1,955,838	\$1,966,582	\$33,222,464	\$22,663,426	46.74%
Gas Fund Net Profit (Loss)	\$806,755	\$799,525	\$7,025,147	\$6,457,611	
<i>ELECTRIC</i>					
REVENUE	\$4,396,888	\$4,755,586	\$47,656,440	\$51,099,076	81.17%
EXPENDITURES	\$4,439,462	\$4,610,879	\$46,946,999	\$49,459,793	78.57%
Electric Fund Net Profit (Loss)	(\$42,574)	\$144,707	\$709,441	\$1,639,283	
<i>STORMWATER</i>					
REVENUE	\$139,617	\$143,496	\$1,335,594	\$1,488,665	94.10%
EXPENDITURE	\$135,756	\$69,609	\$1,083,791	\$992,218	62.72%
Stormwater Fund Net Profit (Loss)	\$3,861	\$73,887	\$251,803	\$496,447	
<i>SOLID WASTE</i>					
REVENUE	\$282,271	\$292,574	\$3,241,035	\$3,498,373	99.98%
EXPENDITURE	\$228,844	\$223,776	\$2,617,451	\$2,691,106	76.91%
Solid Waste Fund Net Profit (Loss)	\$53,427	\$68,798	\$623,584	\$807,267	
<i>FIBER OPTICS</i>					
REVENUE	\$221,019	\$233,550	\$3,177,940	\$2,248,474	85.81%
EXPENDITURE	\$170,329	\$168,298	\$1,990,880	\$2,035,049	77.66%
Fiber Fund Net Profit (Loss)	\$50,690	\$65,252	\$1,187,060	\$213,425	

				% of Monthly
	Description	4/30/2024	FY 2024 Budget	Totals to Budget
General Fund	Total Revenues	\$54,102,238	\$39,874,050	135.68%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$6,179,964	\$6,422,485	96.22%
	Local Option Sales Tax (LOST)	\$7,011,963	\$7,208,530	97.27%
	Other Taxes	\$9,328,341	\$11,006,185	84.76%
	Building Permit & Inspection Fees	\$1,037,581	\$400,000	259.40%
	Fines and Forfeitures	\$709,541	\$400,000	177.39%
	Operating Transfers In-City Utilities	\$3,798,256	\$4,619,200	82.23%
	Other Revenues	\$23,101,792	\$5,848,050	395.03%
	School Bonds	\$2,934,800	\$3,969,600	73.93%
	Total Expenditures	\$29,497,181	\$39,874,050	73.98%
	Personnel Expenses	\$17,613,712	\$21,597,240	81.56%
	Operating Expenses	\$7,181,733	\$9,881,120	72.68%
	Capital Expenses	\$1,297,436	\$4,105,390	31.60%
	GO Bond Expense for School	\$2,934,800	\$3,819,600	76.84%
	Library Appropriations	\$469,500	\$470,700	99.75%
	Water & Sewer Fund	Total Revenues	\$28,035,490	\$44,800,765
Water Sales		\$15,555,986	\$16,950,000	91.78%
Sewer Sales		\$8,882,071	\$8,900,000	99.80%
Bond Proceeds		\$0	\$2,000,000	0.00%
Use of Reserves		\$0	\$12,740,000	0.00%
Prior Year Capacity Fees		\$0	\$2,650,000	0.00%
Other Revenues		\$3,597,433	\$1,560,765	230.49%
Total Expenditures		\$29,154,571	\$44,800,765	65.08%
Personnel Expenses		\$3,570,011	\$4,441,615	80.38%
Operating Expenses		\$3,906,532	\$5,334,125	73.24%
Capital Expenses		\$14,047,739	\$26,452,180	53.11%
Capital Expenses (Bond Funds)	\$2,152,918	\$2,000,000	107.65%	
Transfer To General Fund	\$2,461,350	\$2,953,620	83.33%	
Debt Payments	\$3,016,021	\$3,619,225	83.33%	
Gas Fund	Total Revenues	\$29,121,037	\$48,484,010	60.06%
	Gas Sales	\$25,968,622	\$36,355,020	71.43%
	Gas Commodity Charge	\$1,259,395	\$1,495,800	84.20%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,893,020	\$960,115	197.17%
	Use of Reserves	\$0	\$9,673,075	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$22,663,426	\$48,484,010	46.74%
	Personnel Expenses	\$2,095,516	\$2,494,780	84.00%
	Operating Expenses	\$1,318,769	\$1,782,945	73.97%
	Purchase of Natural Gas	\$12,910,410	\$25,500,000	50.63%
	Transfer to General Fund	\$3,306,635	\$3,958,105	83.54%
Debt Service	\$814,172	\$819,300	99.37%	
Capital Expenses	\$2,217,924	\$13,928,880	15.92%	

	Description	4/30/2024	FY 2024 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$51,099,077	\$62,949,910	81.17%	
	Electric Sales	\$47,164,708	\$59,339,880	79.48%	
	Other Revenues	\$3,934,369	\$1,760,030	223.54%	
	Use of Reserves	\$0	\$1,850,000		
	Total Expenses	\$49,459,794	\$62,949,910	78.57%	
	Personnel Expenses	\$2,419,578	\$2,896,230	83.54%	
	Operating Expenses	\$1,456,070	\$1,956,170	74.43%	
	Purchase of Electricity	\$38,837,087	\$46,938,660	82.74%	
	Capital Expenses	\$4,056,093	\$7,570,895	53.57%	
	Transfer to General Fund	\$2,690,966	\$3,587,955	75.00%	
Stormwater Fund	Total Revenues	\$1,488,665	\$1,582,000	94.10%	
	Stormwater Revenues	\$1,363,292	\$1,568,000	86.94%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$53,624	\$14,000	383.03%	
	Proceeds from Capital Leases	\$71,749	\$0	#DIV/0!	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	Total Expenses	\$992,218	\$1,582,000	62.72%	
	Personnel Expenses	\$603,025	\$853,120	70.68%	
	Operating Expenses	\$317,444	\$456,570	69.53%	
Capital Expenses	\$71,749	\$272,310	26.35%		
Solid Waste Fund	Total Revenues	\$3,498,373	\$3,499,000	99.98%	
	Refuse Collections Revenues	\$2,931,420	\$3,470,000	84.48%	
	Other Revenues	\$76,194	\$29,000	262.74%	
	Proceeds From Capital Leases	\$490,759	\$0	#DIV/0!	
	Total Expenses	\$2,691,106	\$3,499,000	76.91%	
	Personnel Expenses	\$1,127,314	\$1,437,430	78.43%	
	Operating Expenses	\$1,361,853	\$1,814,735	75.04%	
	Capital Expenses	\$201,939	\$246,835	81.81%	
	Fiber Optics Fund	Total Revenues	\$2,248,474	\$2,620,325	85.81%
		Fiber Optics Revenues	\$2,054,003	\$2,410,525	85.21%
GIS Revenues		\$94,750	\$115,500	82.03%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$99,721	\$94,300	105.75%	
Total Expenses		\$2,035,049	\$2,620,325	77.66%	
Personnel Expenses		\$794,049	\$1,017,985	78.00%	
Operating Expenses		\$1,021,285	\$1,012,070	100.91%	
MEAG Telecom Statewide Pymt		\$0	\$0	0.00%	
Debt Payment		\$4,985	\$5,725	0.00%	
Capital Expenses	\$35,992	\$370,060	9.73%		
Transfers to General Fund	\$178,738	\$214,485	83.33%		

Cash Position

	6/30/23	7/31/23	8/31/23	9/30/23	10/31/23	11/30/23	12/31/23
Total Unrestricted Cash Balance	\$86,014,423.75	\$83,843,178.12	\$84,297,670.05	\$84,090,744.34	\$87,776,683.79	\$88,725,501.76	\$88,746,327.86
Total Restricted Cash Balance	\$201,845,990.22	\$203,713,010.57	\$203,372,292.15	\$202,519,636.22	\$202,616,905.95	\$204,165,891.34	\$203,912,318.14

Cash Position

	1/31/24	2/28/24	3/31/24	4/30/24	5/31/24	6/30/24
Total Unrestricted Cash Balance	\$92,696,326.08	\$110,009,321.63	\$108,724,348.64	\$116,665,233.82		
Total Restricted Cash Balance	\$203,779,673.63	\$203,583,096.97	\$201,912,555.74	\$202,584,018.27		

Highlights for the Month of April 2024:

Unrestricted cash increased due to increases in the General, Gas, Electric, Solid Waste, Fiber, and Stormwater Funds, while decreases occurred in the Grant, Water, Insurance, and Garage funds.

Restricted cash increased due to increases in the DEA, TPD, GO Parks & Rec Bond, SPLOST 2020, Debt Service, Hotel-Motel Tax, and Motor Vehicle Tax Funds, while decreases occurred in the ARPA Fund and the MEAG Generation Trust Account (monthly billing adjustments for April).

SPLOST Account Balances

SPLOST 2014	\$231,991.10
SPLOST 2020	\$12,021,084.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	2024 Contracts for Performing Services
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The agencies and amounts for this year are:</p> <ul style="list-style-type: none"> • Cartersville-Bartow Library/ \$469,500.00 • Cultural Arts Alliance/ \$41,000.00 • Juvenile Court/ \$15,000.00 • Bartow Health Access/ \$2,000.00 • Good Neighbor Homeless Shelter/ \$15,000.00 • Eddie Lee Wilkins Youth Association/ \$18,000.00 • Bartow-Cartersville Joint Development Authority/\$250,000.00 • Downtown Development Authority/ \$ 220,000.00 • Recovery Bartow/ \$10,000.00 <p>All these contracts are budgeted in FY2024.</p>
LEGAL:	Archer & Lovell reviewed the original contracts.

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cartersville-Bartow County Library System** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide all citizens of the city with resources and services to help met their information, educational, cultural, and recreational needs.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$469,500.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2024 - June 30, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Library Systems
Carmen Sims
429 W. Main Street
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

331040
EEV/Basic Pilot Program* User Identification Number

Carmen Sims
BY: Authorized Officer or Agent
(Contractor Name)

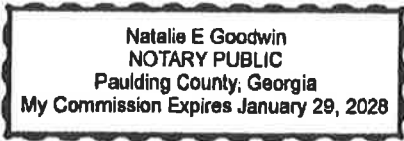
3-22-24
Date

BARTOW COUNTY LIBRARY SYSTEM DIRECTOR
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

429 WEST MAIN STREET CARTERSVILLE GA 30120
Contractor Address

CARMEN SIMS
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22 DAY OF March, 2024
Natalie E Goodwin
Notary Public
My Commission Expires: January 29, 2028



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Carmen Sims
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow County Library System
[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

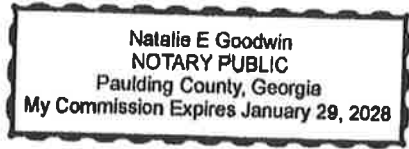
Carmen Sims 3/27/24
Signature of Applicant: Date

Carmen Sims
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22 DAY OF March, 2024

Natalie E Goodwin
Notary Public
My Commission Expires: January 29, 2028

* _____
Alien Registration number for non-citizens



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW
AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cultural Arts Alliance of Cartersville/Bartow County, Inc.** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide various cultural activities for the citizens of Cartersville, Georgia

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$41,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2024 - June 30, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to the

Meeting: June 20, 2024 Item9.

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cultural Arts Alliance of Cartersville/Bartow County, Inc.
Meghann Humphreys
P.O. Box 243
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

333898

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer or Agent
(Contractor Name)

April 3, 2024
Date

Cultural Arts Alliance of Cartersville-Bartow Co President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

PO Box 243, Cartersville, Ga 30120
Contractor Address

Kristyn Montgomery
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
3 DAY OF APRIL
Leslie Bronson
Notary Public
My Commission Expires:
6-14-26



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Kristyn Montgomery
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Cultural Arts Alliance of Cartersville - Bartow County
[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

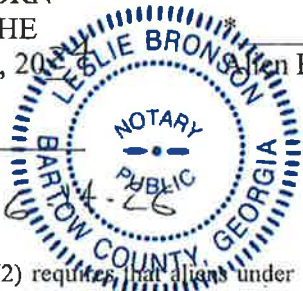
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Handwritten Signature] 04/03/2024
Signature of Applicant: Date
Kristyn Montgomery 04/03/2024
Printed Name: Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

3 DAY OF APRIL, 2024, _____ Alien Registration number for non-citizens

[Handwritten Signature]



Notary Public
My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow County Juvenile Court** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide substance abuse prevention education

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2024 - June 30, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
 P. O. Box 1390
 Cartersville, GA 30120

For the Contractee: Juvenile Court of Bartow County
Judge Neal Brunt
135 Cherokee Avenue
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this
____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.
Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

137838
EEV/Basic Pilot Program* User Identification Number

Steve Taylor
BY: Authorized Officer or Agent
(Contractor Name)

04-03-2024
Date

Bartow County County Commissioner
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

135 West Cherokee Avenue, Suite 251, Cartersville, GA 20120
Contractor Address

Steve Taylor
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
3rd DAY OF April, 20 24

Tamara Warren
Notary Public
My Commission Expires:
3-15-26



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow Health Access** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Bartow Health Access, Inc. is organized exclusively for charitable and educational purposes, to provide accessible health care for those without insurance; more specifically, to create premier health status in our community by enhancing, coordinating and providing plans and partnerships which address accessibility, accountability, prevention, education and information.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2024 – June 30, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the f

Meeting: June 20, 2024 Item9.

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow Health Access
C/o Gary James
31 Point North Dr #105
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

20-8092710
EEV/Basic Pilot Program* User Identification Number

BY: *Gary James*
Authorized Officer or Agent
(Contractor Name)

3-11-24
Date

Bartow Health Access
Contractor/Entity Name

Ex Director
Title of Authorized Officer or Agent of Contractor

31 Pointe North Dr. Cartersville, Ga 30120
Contractor Address

GARY JAMES
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF March, 2025

Irene Hufstetter
Notary Public
My Commission Expires:
04-03-2025



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

GARY JAMES
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

BARTOW HEALTH ACCESS D/B/A TOWNESVILLE COMMUNITY CLINIC
[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature] 3-11-24
 Signature of Applicant: Date

GARY JAMES
 Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF March, 2024

[Signature]
Notary Public
My Commission Expires: 04/03/2025



Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Good Neighbor House** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Operate a temporary homeless shelter for homeless men, women & families in the City of Cartersville. Clients receive shelter, food, clothing, mail/phone access, and assistance in locating housing.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2024 – June 30, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Good Neighbor House
Attn: Doug Belisle
PO Box 664

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

DOUGLAS J. BEUSLE
BY: Authorized Officer or Agent
(Contractor Name)

3/11/2024
Date

GOOD NEIGHBOR HOMELESS SHELTER EXECUTIVE DIRECTOR
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 664 CARTERSVILLE, GA 30120
Contractor Address

DOUGLAS J. BEUSLE
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11 DAY OF March, 2024
Teresa Mauldin
Notary Public
My Commission Expires:
08/30/24



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

DOUGLAS J. BELSUE

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

GOOD NEIGHBOR HOMELESS SHELTER

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



[Signature] 3/11/2024
 Signature of Applicant: Date

DOUGLAS J. BELSUE
 Printed Name: _____

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE
11 DAY OF March 2024
[Signature]
 Notary Public
 My Commission Expires: 08/30/24

* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Eddie Lee Wilkins (ELW) Youth Association** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

The ELW Youth Association, Inc. will conduct an athletic, social intervention and educational Summer Program for the youth of Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

The City of Cartersville will pay a total of \$18,000.00 for the 2025 Summer Program in one (1) installment. Prior to the payment being made, the Contractee must provide a written contract indicating that they have the use of an approved basketball gymnasium to conduct the program. If said contract is not provided by the date of the payment due hereunder, this Agreement shall be null and void and the City has no further obligations to Contractee. The installment will be paid on or about June 30, 2024.

Section 3. Contractee agrees to perform the above described activities within the following time period:

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the

City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Eddie Lee Wilkins, Executive Director
162 Concord Close Circle
Smyrna, GA 30082

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Dawn Wilkins

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Eddie Lee Wilkins (ELW) Youth Assn., Inc.

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature]
Signature of Applicant:

3/7/2024
Date

Dawn Wilkins
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
7 DAY OF JUNE, 2024
[Signature]
Notary Public
My Commission Expires SEPTEMBER 19, 2024

DAWN C. JENKINS
NOTARY PUBLIC
BARTOW COUNTY, GEORGIA

* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

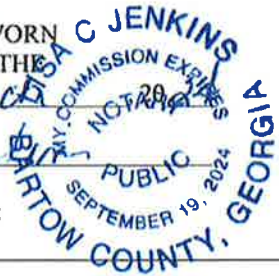
319045
EEV/Basic Pilot Program* User Identification Number

Eddie Lee Wilkins (ELW) Youth Assn, Inc. 3/7/2024
BY: Authorized Officer or Agent Date
(Contractor Name)

Eddie Lee Wilkins (ELW) Youth Assn, Inc. Dawn Wilkins, Vice-Pres.
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 722 Cartersville, GA 30120
Contractor Address

Dawn Wilkins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 7 DAY OF March 2024
Ami C. Jenkins
Notary Public
My Commission Expires:


* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW
AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow Cartersville Joint Development Authority** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To operate and provide for a Cartersville-Bartow County Department of Economic Development that works to maintain a balance of industrial, commercial and residential growth while protecting resources, the environment and the quality of life in Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$250,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2024 – June 30, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to the

Meeting: June 20, 2024 Item9.

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Dept. of Economic Development
C/o Melinda Lemmon
P.O. Box 2224
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

By: _____

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

409322
EEV/Basic Pilot Program* User Identification Number

Melinda Lemmon
BY: Authorized Officer or Agent
(Contractor Name)

3/6/2024
Date

Bartow-Cartersville Joint Dev. Authority Executive Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 2224, Cartersville, GA 30120
Contractor Address

Melinda Lemmon
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF March, 2024

Matthew Co D
Notary Public
My Commission Expires:
January 25, 2028



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Melinda Lemmon
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow-Cartersville Joint Development Authority
[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



Melinda Lemmon 3/6/2024
Signature of Applicant: Date

Melinda Lemmon
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF March, 2024

* n/a
Alien Registration number for non-citizens

Matthew C. Le
Notary Public
My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Downtown Development Authority** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To revitalize and redevelop the central business district of the City by promoting trade, commerce, industry and employment opportunities and maintaining the historic district for generations to come.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$220,000.00 per year to be paid at \$55,000.00 each calendar quarter

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2024 - June 30, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Downtown Development Authority
Ms. Lillie Read
P.O. Box 1390
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA
CITY OF BARTOW

THIS AGREEMENT made this _____ day of _____, 20____, between the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation and political subdivision of the State of Georgia, (hereinafter referred to as “City”) and **RECOVERY BARTOW, INC.**, a Georgia non-profit corporation, (hereinafter referred to as “Contractee”).

WITNESSETH:

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x), the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants; and

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants; and

WHEREAS, City is receiving settlement funds from the National Opioid Settlement agreements between various drug manufacturers, drug distributors and pharmacies, as authorized by the State of Georgia. Information on such settlements can be found at <https://nationalopioidsettlement.com/>. Pursuant to the various settlement agreements, a portion of the funds is provided to local governments, such as the City, and such funds are to be used for opioid remediation uses, as specified in an exhibit to the settlements labeled “Exhibit E – List of Opioid Remediation Uses.” Exhibit E is attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. City agrees to provide Contractee \$10,000.00 (Ten Thousand Dollars) for the 2024-2025 year, from the opioid settlement funds it receives to be used as specified herein.
2. Contractee agrees it will provide opioid remediation uses as listed on Exhibit E, including but not limited to, supporting persons in treatment and recovery (items 6, 10 and 12 of Paragraph B of Schedule B, on page E-6 of Exhibit E).
3. Contractee agrees that it will only use City-provided opioid settlement funds for purposes approved in Exhibit E, which may include purposes not specified in paragraph 4 above, as long as they are listed within Exhibit E.
4. Contractee shall report quarterly to the City regarding the expenditure of the funds and certify that it is expending the funds in compliance with Exhibit E. The Contractee may be required to provide reports in certain formats if required by the National Opioid Settlement or the City’s CFO.

5. The Contractee shall provide various financial information to the City, including but not limited to:

- a. The Contractee shall be required to comply with Executive Order No. 11246 entitled “Equal Employment Opportunity”, as amended and with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of labor Regulations (29 CFR, Part 3).
- b. The Contractee shall also comply with all provisions of the “Georgia Security and Immigration Compliance Act” (O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1) and the Immigration Reform and Control Act of 1986 (8 USC § 1621 (c)) and to provide the required documentation regarding said compliance, said documentation being attached hereto as “Exhibit A” and made a part of the official contract documents.
- c. Other various forms of financial documents as may be required.

6. Contractee shall not discriminate against any recipient of services provided through this funding because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical or mental disability.

7. Contractee acknowledges that it is functioning as an independent Contractee in the performance of work under this Agreement. The City shall not direct the time, method or manner of the work performed.

8. This contract shall be for the term July 1, 2024 – June 30, 2025.

9. Either party may terminate this Agreement at any time with at least 90 days’ notice.

10. If the funds provided herein to Contractee, exceeds 33 $\frac{1}{3}$ of their annual budget, Contractee must comply with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et. seq. and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq.

11. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

12. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

13. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Recovery Bartow
Attn: Barbara Hoffman, Executive Director
109 Stonewall Street
Cartersville, Ga 30120

14. The foregoing constitutes the entire agreement of the parties, superseding any verbal discussions, and it shall only be modified in writing.

IN WITNESS WHEREOF, the parties hereto set their hands and affixed their seals this the date first above written.

CITY:

CITY OF CARTERSVILLE, Georgia, a
municipal corporation of the State of Georgia

Attest:

By: _____
Julia Drake, City Clerk

By: _____
Matthew J. Santini

[AFFIX SEAL]

CONTRACTEE:

RECOVERY BARTOW, INC., a Georgia non-
profit corporation

Attest:

By: _____
Janet Queen, Secretary

By: _____
Barbara Hoffman, CEO/Executive Dir.

[CORPORATE SEAL]

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

58-0954883

EEV/Basic Pilot Program* User Identification Number

Lillie Read

3-11-2024

BY: Authorized Officer or Agent
(Contractor Name)

Date

Cartersville Downtown Development Authority Executive Director

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

1 Friendship Plaza, Cartersville, GA 30120

Contractor Address

Lillie Read

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

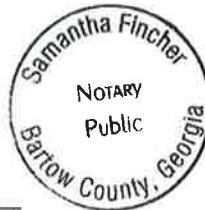
11 DAY OF March, 2024

Samantha Fincher

Notary Public

My Commission Expires:

11/20/27



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

1813775
EEV/Basic Pilot Program* User Identification Number

Barbara Hoffman
BY: Authorized Officer or Agent
(Contractor Name)

03-20-2024
Date

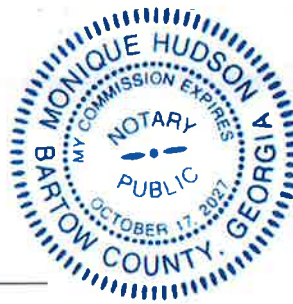
Recovery Bartow, Inc. Executive Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

109 Stonewall St. Cartersville, GA 30120
Contractor Address

Barbara Hoffman
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20th DAY OF March, 2024

[Signature]
Notary Public
My Commission Expires: 10/17/2027



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Barbara Hoffman

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Recovery Bartow, Inc.

[Name of business, corporation, partnership]

- 1) _____ I am a United States citizen
- 2) X I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Barbara Hoffman 3-20-2024
 Signature of Applicant: Date

Barbara Hoffman
Printed Name:

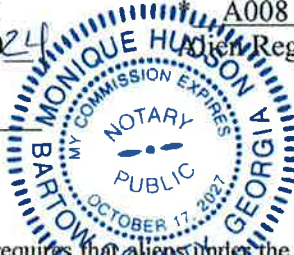
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

20th DAY OF March, 2024

A008 738 605
Registration number for non-citizens

[Signature]

 Notary Public
 My Commission Expires:
10/17/2027



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	CVB (LakePoint Marketing)
DEPARTMENT SUMMARY RECOMMENDATION:	This contract with the Cartersville-Bartow County Tourism Council serves to provide marketing at LakePoint’s Baseball Village Kiosk. The City will use TPB funds to pay for our part of this marketing campaign which is \$18,125.00.
LEGAL:	Prepared by Archer & Lovell

STATE OF GEORGIA
COUNTY OF BARTOW

CONTRACT FOR PERFORMING SERVICES

This Agreement is entered into as of the ____ day of June, 2024, between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia, (hereinafter referred to as “City”) and the Cartersville-Bartow Tourism Council, Inc., a Georgia non-profit (“CVB”) hereinafter referred to as “Contractee.”

WITNESSETH:

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deem it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Section 1. CVB will provide marketing at LakePoint for the Baseball Village Kiosk.

Section 2. In exchange for Contractee performing the above-described activity and/or services the City will provide Contractee with the following: The City of Cartersville will pay a total of \$18,125.00 for its one-half share of the marketing at LakePoint.

Section 3. Contractee agrees to perform the above described activities within the following time period: June 1, 2024 - January 15, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager
City of Cartersville
P O Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Tourism Council, Inc.
PO Box 200397
Cartersville, GA 30120
Attn: Steven Schumacher

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals this _____ day of June, 2024.

CITY OF CARTERSVILLE, GEORGIA

By: _____
Matthew J. Santini, Mayor

Attested to:

By: _____
Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of June, 2024.

CARTERSVILLE-BARTOW COUNTY
TOURISM COUNCIL, INC.

By: _____
Steven Schumacher, President

By: _____
Jennifer Wiggins Matthews, Secretary



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Bonding Authorization with Bartow County SPLOST Renewal (LOI/G-17 Disclosure Letter)
DEPARTMENT SUMMARY RECOMMENDATION:	As part of the 2026 SPLOST, we are including the option to issue debt in order to fund capital projects approved in the SPLOST, so we can start on them as the sales tax is collected. We have this option in the 2020 SPLOST but have not used it. In order for our Financial Advisor to provide us with a debt schedule, approval is needed for the Disclosure Letter. I recommend approval of this item.
LEGAL:	Reviewed by Archer & Lovell

June 13, 2024

City of Cartersville
1 North Erwin Street
Cartersville, Georgia 30120

Attn: Mr. Matthew Santini, Mayor

Re: Engagement of and Disclosures by Underwriter
Pursuant to SEC Municipal Advisor Rule and MSRB Rule G-17
City of Cartersville (GA) General Obligation Bonds, Series 2024 (or later Series)
to potentially be issued in connection with the November 2024 SPLOST renewal.

Dear Mr. Santini:

We are writing to confirm our underwriting engagement and provide you, as Mayor of the City of Cartersville, Georgia (“Issuer”), with certain disclosures relating to the captioned bond issue (the “Bonds”), as required by the Securities and Exchange Commission’s Municipal Advisor Rule, and the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

The Issuer hereby confirms and engages Raymond James & Associates, Inc. (“RJA”), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

I. Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Additionally, in the ordinary course of its business, RJA and its affiliates may have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates, including without limitation, investment bidding agent services and continuing disclosure dissemination agent services, for which they received or will receive customary fees and expenses.

Further, we understand that the Issuer may, in certain situations, use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities (the "Refunded Bonds"). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Because we have recommended to the Issuer a financing structure that may be a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

III. Standard Disclosures

- Disclosures Concerning the Underwriters' Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

- o The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.
- Disclosures Concerning the Underwriters' Compensation:
 - o The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

Either (x) you have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, or (y) it is our understanding that you have the authority to bind the Issuer by contract with us; and, in either case, you are not a party to any disclosed conflict of interest relating to the subject transaction. If the preceding sentence is incorrect, please notify the undersigned immediately.

Under SEC and MSRB Rules, we are required to both (i) confirm our role and engagement as underwriter of the Bonds, and (ii) seek your acknowledgement that you have received this letter. Accordingly, please send me an email **both** (1) confirming that RJA is engaged as underwriter of the Bonds, **and** (2) acknowledging your receipt hereof. Alternatively, you may sign, scan, and return this letter to me via email.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.

By: *Gabriel L. Azon*

Confirmed and Acknowledged:

CITY OF CARTERSVILLE (GEORGIA)

By: _____
Mayor

Date: _____

Attest By: _____
City Clerk

Date: _____

CC: City Attorney

Attached: Financing Disclosures

Fixed Rate Structure Disclosure (3.31.21)

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your issue.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.²

² The discussion of security characteristics is limited to general obligation and revenue bond structures. This summary should be expanded and modified, as necessary, for other security structures, such as bonds that are secured by a double-barreled pledge (general obligation and revenues), annual appropriations or a moral obligation of the issuer or another governmental entity. If the security for the bonds is known at the time this disclosure is provided to the issuer, include only those portions relevant to the actual security for the bonds.

General Obligation Bonds. “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding “Security” is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary

adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Rotary Club of Etowah for July 4, 2024, Celebration
DEPARTMENT SUMMARY RECOMMENDATION:	This is a contract between the City of Cartersville and the Rotary Club of Etowah for the July 4th celebration at Dellinger Park. Additionally, JRM Management Services, Inc. has contracted with the Rotary Club of Etowah to coordinate this event and the contract is attached and recommended for your approval.
LEGAL:	Reviewed by Archer & Lovell



P.O. Box 777
 Kennesaw, GA 30156

Meeting: June 20, 2024 Item 12.

INVOICE

Date	Invoice #
5/24/2024	12847

Bill To
City of Cartersville 10 N Public Square Cartersville, GA 3012

P.O. No.	Due Date	Project
	5/24/2024	

Quantity	Description	Rate	Amount
	Sponsorship-City of Cartersville July 4th Celebration Thursday, July 4, 2024	7,000.00	7,000.00

Total		\$7,000.00
Payments/Credits		\$0.00
Balance Due		\$7,000.00

4TH F JULY

CELEBRATION

ROTARY CLUB OF ETOWAH ★ AT DELLINGER PARK

JRM Management Services, Inc.

Tod Miller and Bill Watson

**P.O. Box 777
Kennesaw, GA 30156**

770-423-1330



4TH OF JULY



CELEBRATION

ROTARY CLUB OF ETOWAH ★ AT DELLINGER PARK

"THIS MANAGAGEMENT AND SERVICE AGREEMENT (herein "Agreement") is entered into this twenty second day of May 2024 by and between the Rotary Club of Etowah as party of the first part (hereinafter "RCOE") and JRM Management Services, Inc. as party of the second part (hereinafter "JRM") upon the terms set forth below."

1. The purpose of this Agreement is to allow JRM to handle all responsibilities of sponsorship sales, retention, activation, layout, promotion, music/entertainment, kid's activities, logistics, and fireworks for the 2024 Cartersville 4th of July Celebration at Dellinger Park on July 4, 2024 (herein "Event"). JRM agrees that the Event shall be a family-oriented event suitable for children of all ages. JRM further agrees that it shall be responsible for all expenses related to this Project and RCOE shall not be responsible for any expenses of this Project."
2. JRM agrees to perform the following Services:
 - a. JRM Management Services, Inc. will work with RCOE to create a working budget associated with successful advertising, promotion, entertainment, set-up, maintenance, and clean-up for the Event.
 - b. JRM Management Services, Inc. agrees to work in cooperation with the designated RCOE representatives (to be agreed upon) in all aspects of promoting the Event.
 - c. JRM will have on-site producers for the entire set-up, event and clean-up.
 - d. JRM will provide the RCOE a certificate of insurance that will show liability coverage in the amount of one million dollars (\$1,000,000.00) with RCOE listed as "additional insured" and with the City of Cartersville listed as an additional insured.
 - e. JRM Management Services, Inc. will operate an office year-round in Cobb County (Kennesaw) to handle all inquiries from vendors and prospective vendors and as a source of event information from the general public.
3. The parties agree to the following additional terms:
 - a. JRM is authorized to revise vendor levels, specifically revise exhibiting level sponsor to a minimum cost of \$500.00 for a 10' x 10' space and provide tent, table, and chairs in a high traffic area as part of that sponsorship. JRM is further authorized to revise sponsor levels as set forth below, provided that any changes to sponsor levels set forth below, or any matters of sponsorship not covered below shall be mutually agreeable to the parties. JRM understands that the City of Cartersville prohibits the sale and/or advertisement of alcoholic beverages at this Event, and sponsorship by

companies that produce alcoholic beverages, in keeping with the requirement to maintain a family-oriented Event. Therefore, sponsorship by such companies is prohibited.

1. Sponsorship Levels
 - i. \$500.00 Booth (includes tent, table, chairs)
 - ii. \$1,500.00 - \$10,000.00 Upper-level sponsors that will include advertising and specific promotions.
 2. Civic / Non-profit Vendors
 - i. \$200.00 - 12' x 12' Booth (space only)
 - ii. \$400.00 - 12' x 12' Booth includes 10' x 10' tent
 3. Arts & Crafts - Juried Vendors
 - i. \$50.00 - 12' x 12' Booth (space only)
 - ii. \$100.00 - 12' x 24' Booth (space only)
 4. Food Vendors
 - i. \$150.00 - Non-profit – 12' x 12' Booth (space only)
 - ii. 20% of Gross Sales – For-profit (\$100 deposit required)
- b. JRM will meet with RCOE staff and determine on-site assets and preliminary layout for the event. JRM will handle on-site logistics and set-up of all infrastructures.
 - c. JRM will handle all aspects of vendors making the process completely “turnkey” and would only require the RCOE to forward any contacts received about the Event.
 - d. JRM will help and facilitate in-kind sponsorships designated by the RCOE as beneficial.
 - e. JRM will accept all funds in relation to all vendors (cash, check or credit card transactions) on behalf of the RCOE / Event and will meet once a month starting in April of each year with RCOE with a report of progress. JRM will also meet after the Event for any follow-up information and review of any changes to processes or procedures.
 - f. JRM will order, facilitate, layout and set up all tables, tents, portable toilets associated with the activation of the Event. These items will be estimated and included in the Event budget.
 - g. RCOE anticipates that Century Bank will sponsor at \$5,000, the City of Cartersville and the County of Bartow may each donate \$7,000.00 for fireworks. Funds donated by Century Bank, the City and County to RCOE are pass-through items for payment towards the fireworks show, and upon payment of these amounts to RCOE, these funds shall be paid by RCOE to JRM as a supplement to the cost of the fireworks. Notwithstanding the payment of funds from Century Bank, City and/or County, JRM shall be exclusively responsible for the fireworks show and all costs thereof in such amounts as JRM deems appropriate; the Event budget will be at least

\$17,424.00 for fireworks. If the Century Bank, City and/or County do not make donations for fireworks, the parties to this Agreement shall revisit and/or revise the budget regarding fireworks as they can mutually agree.

- h. JRM will assist the City of Cartersville to maintain and keep clean the event grounds (Dellinger Park) during and after the Event.
- i. JRM will work with Cartersville Parks & Recreation Department to plan and activate parking for the Event at Dellinger Park. The Event will receive \$10.00 off each car parking proceeds collected by JRM Management – parking will be \$10.00 per vehicle.
- j. The parties agree that RCOE will enter into an agreement with the City of Cartersville for the use of Dellinger Park and City services for this Event, upon such terms at least equivalent to previous year's Events, provided that the City of Cartersville shall have the authority to approve JRM as a subcontractor to this Event and to incorporate this Agreement into its agreement with RCOE. In the event the City of Cartersville does not agree to this provision for any reason, the parties to this Agreement shall amend this Agreement upon such terms as they can mutually agree.

4. COMPENSATION: All net profits shall be equally divided between JRM (50%) and RCOE (50%). In the unlikely event that the net profit is less than zero, JRM will absorb any loss and not the RCOE.

5. If for any reason beyond the control of the parties this Event cannot take place on the scheduled date of July 4, 2024, the parties agree to hold the Event on the following day of July 5, 2024, unless otherwise mutually agreed by the parties.

6. This Agreement shall be in effect from the date hereof through December 31, 2024, and thereafter may be continued from year to year as the parties can agree in writing.

AGREED & ACCEPTED:

JRM Management Services, Inc.

Rotary Club of Etowah



5/22/24

by: Tod Miller
President

Date

Authorized Agent

Date

Rotary Club of Etowah

Scott Hardin

Print Name

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20__, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and ROTARY CLUB OF ETOWAH hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To provide a Fourth of July fireworks spectacular at Dellinger Park.

Section 1. The City and Contractee agree to the following terms and conditions for good and valuable considerably received and in exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

- (a) Six (6) police officers at mutually agreed upon hours;
- (b) Two (2) firefighters on a ATV Response Unit from noon to the end of the event;
- (c) Contact Metro Atlanta EMS to request an ambulance to be stationed on site;
- (d) One (1) fire truck at 8:30 PM to the end of the event;
- (e) The City of Cartersville shall be responsible for all costs associated with any and all of the above City employees and equipment;
- (f) The City of Cartersville shall contribute to the fireworks display the sum of Seven Thousand Dollars (\$7,000);

(g) The time to be spent, services performed and location of all p shall be approved by the City at least ten (10) days prior to the event and said information will be provided to the Rotary Club of Etowah:

(h) The Ten Dollar (\$10) parking charge at Dellinger Park, on July 4th, shall be retained by Contractee;

Section 2. Contractee agrees to perform the described activities within the following time period and has entered into a separate contract with JRM Management Services, Inc to operate said event.

The Contractee and its subcontractor JRM Management Services, Inc. shall operate and provide a firework display and provide the following services at Dellinger Park on July 4, 2024, or other mutually agreed upon date, weather permitting.

Section 3. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 4. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 5. If Contractee fails to perform this Agreement within the time period specified in Section 2, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 6. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 7. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 8. All notices and accounting requests should be sent to the following

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: ROTARY CLUB OF ETOWAH
P.O. Box 2221
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 2024.

Signed, sealed and delivered in the presence of: CITY OF CARTERSVILLE, GA

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
2024.

Signed in the presence of: ROTARY CLUB OF ETOWAH

Witness

By: _____

Notary Public

Its: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works (Solid Waste Division)
AGENDA ITEM TITLE:	Commercial Solid Waste Truck Lease
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Solid Waste Division of Public Works has recently had mechanical issues with both of our commercial front-loading garbage trucks and our back-up truck. This week, we did get one of these vehicles back in service. However, to continue serving our commercial customers effectively and to be able to repair our other two vehicles, the Solid Waste Division is proposing the lease of a front leading garbage truck from Premier Sales and Rental, Inc from Cleveland, Ohio for an estimated amount of \$13,200.00. This amount includes lease of the truck, deposit, and delivery. This vehicle is available to be leased immediately.</p> <p>This is a non-budgeted item that will be paid from FY 24 Equipment Lease line item (540-3200-52-2410).</p> <p>Public Works recommends approval to lease this vehicle for 30 days for \$13,200.00.</p>
LEGAL:	N/A



Truck Sales & Rental, Inc.

7700 Wall Street
 Cleveland, Ohio 44125
 800.825.1255
 www.premiertrucksales.com

Rental Agreement

Contract No.: RC17336
 Starting Date: 6/17/2024
 Customer ID: CARTERGA
 Phone No.: 770-383-7432
 P.O. Number:

Bill To: City of Cartersville
 Wade Wilson
 PO BOX 1390
 CARTERSVILLE, GA 30120-1390
 United States

Ship To: City of Cartersville
 Wade Wilson
 500 S TENNESSEE ST
 CARTERSVILLE, GA 30120-3955
 United States

A COPY OF THIS AGREEMENT MUST BE IN VEHICLE AT ALL TIMES

Eqp. No/ Description	Estimated Rental Period	Quantity	Weekly Rate	4 Week Rate
L6894 2024 MACK TE64R FL 1M2TE2GC8RM011551	Rental Period: 06/17/24 - 08/17/24	1	0.00	9,800.00

Related Charges

No.	Description	Quantity	Unit Price
FRL	Rental Delivery Charge	1	1,700.00

Comments

4 week minimum rental duration

- * \$5000/TRUCK OR \$2500/TRAILER DEPOSIT REQUIRED.
- * UNLESS OTHERWISE PUBLISHED, PICKUP FREIGHT CHARGES ARE SAME AS DELIVERY CHARGES. SURCHARGES MAY APPLY.
- * TAXES ARE BASED ON SHIP-TO LOCATION.
- * CUSTOMER HAS READ BOTH SIDES OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.
- * UPON DELIVERY OR CUSTOMER PICKUP, THE RENTAL IS IN THE CUSTOMERS CARE, CUSTODY & CONTROL.
- * ALL ACCIDENTS MUST BE REPORTED IMMEDIATELY AND ARE THE CUSTOMER'S RESPONSIBILITY. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE TO THE EQP WHILE IN THE CUSTOMER'S POSSESSION, INCLUDING TIRES.
- * CUSTOMER IS RESPONSIBLE FOR ALL TOLLS, TRAFFIC VIOLATIONS AND MUST TURN IN ALL SUMMONS UPON CHECK-IN.
- * EQUIPMENT MUST BE RETURNED CLEAN. MINIMUM CHARGE OF \$500 WILL BE ASSESSED IF EQP IS RETURNED DIRTY.
- * EXTRA CHARGES APPLY FOR OVER 50 HOURS/5 DAYS PER WEEK.
- * FOR RENTAL OVER 30 DAYS, USDOT NUMBER AND CUSTOMER NAME MUST BE DISPLAYED ON THE UNIT.
- * CUSTOMER RESPONSIBLE FOR FUEL. FUEL RECEIPTS/GALLONS OF FUEL USED & MILEAGE MUST BE REPORTED MONTHLY. PREMIER IS RESPONSIBLE FOR IFTA REPORTING.
- * DO NOT USE ANY HAND HELD DEVICES WHILE DRIVING.
- * RENTAL IS OPEN ENDED. UNIT MUSTED BE CALLED OFF -RENT TO END THE RENTAL. TO TERMINATE RENTAL CONTACT Rental@PremierTruckSales.com.
- * CUSTOMER AGREES ALL OUTSTANDING BALANCES ARE DUE UPON THE RETURN OF THE VEHICLE. PAYMENT MUST ACCOMPANY THE VEHICLE RETURN. IF CUSTOMER FAILS TO PAY, CUSTOMER AUTHORIZES PREMIER TO CHARGE BALANCE DUE TO CUSTOMER'S CREDIT CARD.
- * 25% OF PAID RENTAL RATE MAY BE APPLIED TO PURCHASE UNIT.
- * THE PRICING ON THIS CONTRACT IS VALID FOR 1 YEAR FROM CONTRACT START DATE.
- * IF PAINTED TO CUSTOMERS SPECIFICATIONS OR IF CUSTOMER PAINTS, ONLY PREMIER CAN RE-PAINT AT COST TO CUSTOMER BASED ON CURRENT MARKET PRICING.
- * LONG TERM OR DISCOUNTED RENTAL RATES MAY BE SUBJECT TO EARLY TERMINATION FEES.
- * PLEASE KEEP TRACK OF FUEL USAGE AND MILES PER STATE * FUEL RECEIPTS/GALLONS OF FUEL USED & MILEAGE MUST BE REPORTED MONTHLY *

CUSTOMER'S SIGNATURE OR AUTHORIZED REPRESENTATIVE ACCEPTS ALL TERMS & CONDITIONS

X _____
 SIGNATURE PRINTED NAME TITLE DATE

Premier Truck Sales & Rental, Inc. ("Premier") hereby rents to the "Customer" identified on the front page of this Agreement the "Vehicle" described thereon upon the terms and conditions set forth on the front page and below. This Agreement will not be effective or binding on the parties until it has been signed in Ohio by a representative of Premier.

1. **Drivers:** The Vehicle may only be driven, towed or transported by Customer and persons whose names appear on the front page. All drivers will be under Customer's supervision and control and must be at least 21 years of age, qualified and properly licensed, with no more than 2 minor traffic violations in the last 36 months, and no major traffic violations in the last 48 months. Drivers are prohibited from using handheld devices while operating the Vehicle.

2. **Prohibited Use:** The Vehicle must not be used: (a) for the transportation of persons for compensation; (b) in any race, test, or competitive event; (c) outside the United States without first obtaining Premier's written permission; (d) in violation of any federal, state, or local law; (e) while intoxicated or under the influence of alcohol or a drug of abuse; (f) to push or tow any vehicle except a trailer properly attached to the 5th wheel, or a single axle 2 wheel lightweight trailer if the Vehicle is equipped with a towing hitch installed for or by Premier (and not a bumper clamp on hitch); (g) if further use of the Vehicle would cause damage (e.g.: warning light on, flat tire, steam rising from engine); (h) to carry in the cabin of the Vehicle firearms, or other deadly weapons; (i) to transport explosive materials; (j) to transport a total vehicle and payload weight in excess of the gross vehicle weight as specified on the Vehicle; (k) to drive in or through a structure where there is insufficient clearance, whether of height or width; (l) if cargo is improperly loaded and/or secured; or (m) if lug nuts are not torqued to 450-500lbs. Passengers may not be carried in or on the Vehicle or a trailer attached thereto. The Vehicle may not be used to transport hazardous materials unless Customer is properly licensed. Customer must clean the Vehicle to remove all hazardous materials therein prior to return to Premier.

3. **Term:** The rental of the Vehicle pursuant to this Agreement will commence on the Start Date as reflected on the first page and will continue until (i) the Customer returns the Vehicle to Premier's facility or such other location as is designated by Premier (the "Designated Location"), (ii) such date as Premier notifies Customer the rental is terminated, (iii) if Premier agrees to pick up the Vehicle, such date as Customer notifies Premier in writing (including by email) that the rental is being terminated, which notification must specify the miles and hours of use as of the time of notification and must be contemporaneous with the termination, or (iv) the day before the second annual anniversary of the Start Date. The date on which the rental of the Vehicle is terminated is referred to herein as the "Termination Date."

4. **Return of Vehicle:** The Vehicle is the property of Premier and, unless Premier agrees to deliver and pick up the Vehicle for the charge indicated on the front page, it must on the Termination Date be returned, together with all associated tires, tools, accessories and equipment, to the Designated Location. Failure to return the Vehicle to the place and on the date specified will terminate Customer's right to use the Vehicle. If the Vehicle is not returned to Premier at the place specified, Customer must pay all expenses incurred by Premier to move the Vehicle to that location. If not provided sooner, Customer must report to Premier upon return of the Vehicle the miles and hours of use thereof by State and must provide receipts for all fuel purchased for the Vehicle. Premier may replace any Vehicle being rented hereunder with a comparable vehicle which Customer will continue to rent upon the terms and conditions specified in this Agreement. On the Termination Date, Customer hereby authorizes Premier to enter onto Customer's premises to take possession of the Vehicle.

5. **Amounts Due Premier:** Customer must pay Premier: (a) All time and mileage charges as computed on the front page with mileage determined by reading the Vehicle odometer or hubometer; (b) The cost of repairing or replacing any odometer or hubometer if any seal thereon is broken; (c) A mileage charge equivalent to the overage charge developed from Premier's experience if any odometer or hubometer does not work or if the seal thereon is broken; (d) A refueling charge if the Vehicle is returned with less fuel than when rented (as indicated on the front page, the rent does not include fuel); (e) All sales, use, excise or other taxes charged on the rent paid hereunder; (f) All fines, penalties, forfeitures, courts costs and out of pocket expenses incurred by Premier with respect to Customer's use of the Vehicle including parking, traffic or other violations assessed against Premier, the Vehicle, or Customer, unless due to Premier's fault; (g) Premier's costs and expenses including reasonable attorney's fees (unless prohibited by law), incurred in collecting any payments due hereunder or in repossessing the Vehicle; (h) A late fee at the rate of 12% per annum on any delinquent payments hereunder; (i) For use exceeding 5 days or 50 hours in any week, \$35 per hour for Front Loaders, and \$30 per hour for all other Vehicles; (j) The cost of cleaning the Vehicle upon return if it is dirty in an amount is not less than \$150; and (k) For unauthorized removal of decals, \$250 for rolloff, hooklift, and tractor Vehicles, and \$750 for FEL, AFL, RL, and ASL Vehicles. Premier will invoice Customer every 28 days in advance for its usage during that period, and 25% of the rent paid will be applied to a purchase of the Vehicle on the Termination Date. Invoices must be paid within 30 days except Customer must pay any outstanding rent or other amounts due hereunder upon return of the Vehicle. Customer waives any offset against any rent or other payments due hereunder. Customer must pay the full amount of any rental or other amount due hereunder regardless of any claims which may be asserted by it against Premier. Customer must NOT detach or tamper with any Vehicle odometer or hubometer;

6. **Vehicle Insurance:** Until it is returned to the Designated Location, Customer must maintain property insurance on the Vehicle naming Premier as loss payee and covering loss or damage occasioned by fire, theft, hail, explosion, flood, accident, collision, act of God or any other risk. Customer must also maintain auto liability insurance with a limit of not less than \$1,000,000 and name Premier as an additional insured. Prior to the Start Date, Customer must deliver to Premier a certificate of insurance evidencing compliance with the foregoing. If the Vehicle becomes involved in an accident and must be repaired or replaced, Customer must continue to pay rent for the Vehicle until it is repaired or replaced and returned to Premier available for use. Customer waives on behalf of its insurers any right of subrogation its insurers may have against Premier.

7. **Subordination:** Customer acknowledges that Premier may grant a security interest in the Vehicle to a secured party ("SP") and all of Customer's rights in and to the Vehicle shall be subject and subordinate to all interests and rights of SP therein, whether now existing or arising hereafter, if applicable.

8. **Warranties and Remedies:** PREMIER IS NOT THE MANUFACTURER OF THE VEHICLE. THE VEHICLE IS BEING RENTED AS IS AND PREMIER MAKES NO WARRANTIES WITH RESPECT TO THE VEHICLE EXCEPT THAT IT IS IN RUNNING CONDITION. PREMIER DISCLAIMS THE IMPLIED WARRANTIES OF USE FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY. IF THE VEHICLE BREAKS DOWN DURING THE RENTAL PERIOD FOR REASONS OTHER THAN ABUSE OR NEGLIGENCE BY CUSTOMER, PREMIER WILL, AS CUSTOMER'S SOLE REMEDY, REPAIR THE VEHICLE, REPLACE THE VEHICLE, OR RETURN ALL UNEARNED RENTAL FEES, AT PREMIER'S OPTION. IN NO EVENT WILL PREMIER BE LIABLE TO CUSTOMER FOR SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES.

9. **Indemnity:** Customer releases and holds Premier, its agents and employees, harmless from all claims the Vehicle is defective or for loss or damage to any property of Customer or any other person left in, on or about the Vehicle. Customer must defend, indemnify and hold harmless Premier from and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses, including for bodily injury, death or property damage, arising out of: (a) Customer's or its drivers', agents' or employees' use or possession of the Vehicle including all fines, penalties, and forfeitures imposed under Federal, State, or local statutes, laws, or regulations, without regard to any negligence by Premier or any of its agents or employees; or (b) confiscation of the Vehicle by any governmental authority for illegal or improper use by Customer.

10. **No Agency:** Customer and its drivers are not agents, servants, or employees of Premier for any reason or for any purpose. During the term of this Agreement and for so long as Customer is in possession of the Vehicle, Customer will be responsible for the Vehicle to the public and any regulatory body having jurisdiction.

11. **Maintenance and Repairs:** Customer must perform and pay for all normal, periodic and other basic service, adjustments and lubrication of the Vehicle in accordance with the Preventative Maintenance Guidelines below. If the Vehicle fails to operate properly or needs repair, Customer must immediately notify Premier and cease using the Vehicle. Customer must not make or permit any repairs to the Vehicle without Premier's written consent. Customer must pay for any such repairs and will not permit any lien to be placed upon the Vehicle. Customer must not make any alterations, additions, or improvements to the Vehicle without the prior written consent of Premier. All alterations, additions and improvements made to the Vehicle will belong to and become the property of Premier upon the termination of this Agreement. Premier is not obligated to, but may, inspect the inside and outside of the Vehicle at any time, and Customer will make the Vehicle available for inspection and will provide Premier with access to its premises for purposes of making such inspection. Customer acknowledges that Premier has no control over the operation, use, maintenance and/or repair of the Vehicle. Upon return of the Vehicle, if Premier determines that monthly maintenance was not performed, there will be an additional minimum charge of at least \$500.

General Truck Preventative Maintenance Guidelines: Replace filters, top off fluids or grease components according to the following schedules: Fuel filter(s):250 Hours (Hrs) or 10,000 Miles (M)|Fuel water separator:250 Hrs or 10,000 M|Engine oil & filter(s):500 Hrs or 20,000 M|Air filters:500 Hrs or 20,000 M|Cabin air filter:500 Hrs or 20,000 M|Coolant filter (if applicable):1,000 Hrs or 40,000 M|Power steering fluid & filter:1,000 Hrs or 40,000 M|Hydraulic filter:Every 1,000 hrs|Manual transmission fluid:Every 12 months of service|Drive axle fluid:Every 12 months of service|Automatic transmission fluid & filters:4,000 Hrs|Grease complete unit (If equipped w/auto greaser keep tank filled w/ #2 grease) on a weekly basis (Only steering shafts and drive lines are required to manually grease).

General Trailer Preventative Maintenance Guidelines: Grease all lubrication points Weekly (Reeving cylinder wheel pulleys are required to be greased manually)|If equipped w/auto grease system, keep reservoir filled w/ #2 chassis grease|Check wheel hubs for proper fluid levels & inspect for visible leaks:Weekly|If equipped w/ grease hubs: Remove hubcaps to check grease condition every six months|Check condition of cables and lubricate weekly|Replace cable if: There are six randomly distributed broken wires throughout the rope, or three broken wires in one strand, or if any other damage is present|Lubricate cable monthly and/or immediately afterwards if the cable has been cleaned via soap or pressure washer|If equipped w/ cable winches, check gear boxes for proper fluid levels and inspect for visible leaks monthly.

12. **Accidents:** Customer must immediately report any accident to Premier and deliver to Premier every process, pleading, notice, or paper of any kind received by Customer or any driver of the Vehicle relating to any claim, suit or proceeding connected with any accident or event involving the Vehicle. Customer must cooperate fully with Premier and its insurer in investigating and defending the same.

13. **Credit Charges:** If Customer directs Premier to bill charges hereunder to any other person, such person will be jointly and severally liable for all such charges. CUSTOMER EXPRESSLY AUTHORIZES PREMIER TO PROCESS A CREDIT CARD VOUCHER FOR CHARGES MADE HEREUNDER, IF PREMIER IS NOT PAID WHEN DUE.

14. **Loss & Damage Provisions:** Customer will take reasonable steps to prevent theft of the Vehicle, including removing the keys and locking the Vehicle, or the tractor to which it is attached, when it is not being used. Customer must return the Vehicle in the same condition in which received, except for ordinary wear and tear. Customer must compensate Premier for any loss of, or damage to, the Vehicle limited to the full value thereof at the time it is lost or damaged, less its salvage value, plus an administrative fee and Premier's related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorneys' fees. If the Vehicle is damaged in a manner for which Customer is responsible, the Vehicle may be repaired by Premier at Premier's then prevailing hourly rate for labor posted at the location where the Vehicle is being repaired, or by a Premier independent contractor at the hourly rate for the labor charged for such repairs, as the case may be. Customer must pay Premier's standard price charged for all parts needed to complete such repairs.

15. **Breach:** If Customer breaches this Agreement, Premier may terminate the rental of the Vehicle hereunder as of a Termination Date specified in a notice provided by Premier to Customer, which notice may provide that the breach may be cured prior to the Termination Date. No breach of this Agreement may be waived except in writing and a waiver of a breach does not constitute a waiver of any future breach.

16. **Vehicle Sale:** The Vehicle is held by Premier for sale and Premier may terminate the rental of the Vehicle with not less than seven days' notice if Premier locates a buyer therefor.

17. **Miscellaneous:** This Agreement is governed by the laws of the State of Ohio and the exclusive jurisdiction for claims and disputes under this Agreement will be the State courts located in Cuyahoga County, Ohio. The term "including" where used in this Agreement means "including without limitation." Customer's obligations under this Agreement continue until possession of the Vehicle has been returned to Premier.

18. **Assignment and Succession:** Customer may not assign or sublease its interest in this Agreement without the prior written consent of Premier. This Agreement will be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

19. **Entire Agreement; Modifications:** This Agreement constitutes the entire agreement of the parties hereto and no modification hereof shall be binding unless in writing.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works (Solid Waste Division)
AGENDA ITEM TITLE:	Commercial Solid Waste Truck Repairs
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Solid Waste Division of Public Works has recently had mechanical issues with all three of our commercial front-loading garbage trucks. Two of these need approval for repairs.</p> <p>The first truck is a 2017 Mack (Truck #6245) front loading commercial garbage truck that has extensive rear axle damage/wear. The repair will be completed by the City of Cartersville Garage at a cost of \$19,000.00.</p> <p>The second truck is a 2020 Mack (Truck #6260) front loading commercial garbage truck that is in need of an internal cylinder replacement for its packer. This proposed repair will be completed by Wastebuilt from Lithia Springs, GA for an estimated cost of \$8,200.00.</p> <p>Both repairs are needed to make our commercial fleet complete. These repairs will be paid for from the Solid Waste Division Maintenance-Vehicle and Equipment line item (540-3200-52-2360).</p> <p>Public Works recommends approval of these needed repairs.</p>
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Vector Solutions Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval of our annual renewal with Vector Solutions. This is cloud-based software that provides us with all our Record management software for training, supplies and equipment. The total price for this renewal is \$12,405.83. This is a budgeted item for FY 24-25.
LEGAL:	N/A



Renewal Notice

This is not an Invoice

Date 05-04-2024

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Cartersville Fire Department	Jackelin Maguire	Annual	07-03-2024

Quantity	Product Code	Product Name	Former Product Name	Description	Unit Price	Total
1	TMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	\$395.00	\$395.00
85	TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Formerly TargetSolutions Premier Membership Platform	Training management for public entities and professionals	\$108.15	\$9,192.75
4	TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Formerly TargetSolutions Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	\$282.22	\$1,128.88
10	TSCHECKIT-A	Vector Check It - Vehicles		Vector Check It - for Web and Mobile (Vehicles)	\$168.92	\$1,689.20

Grand Total: \$12,405.83

Vector Solutions is improving our customer experience by unifying all of our brands under the Vector Solutions name. [Click here](#) for more information. Please contact your Renewal Manager with any questions you may have.

- Vector Solutions
Record Management
Software
Training Records
Compliance Reporting
Equipment Records
Supply Records

All Cloud Base Solutions





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Water Meter Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department needs one pallet of 192 – ¾ inch water meters for stock. This order includes those meters and the necessary Sensus smart points for single and dual meter settings.</p> <p>Kendall Supply, Inc., the sole source supplier for this equipment, quoted a price of \$62,034.00.</p> <p>This is a budgeted expense and is recommended for your approval.</p>
LEGAL:	N/A

-----REMIT TO-----
 KENDALL SUPPLY, INC.
 2941 PIEDMONT RD NE STE D
 ATLANTA GA 30305-2784

INVOICE NUMBER: 22543301
 ACCOUNT NUMBER: CACIOF
 INVOICE DATE: 06/10/24
 PAGE NUMBER: 1

*** I N V O I C E ***

+-----SOLD TO-----+	+-----SHIP TO-----+
CITY OF CARTERSVILLE	CITY OF CARTERSVILLE
P O BOX 1390	301 DOUHIT FERRY RD
CARTERSVILLE, GA 30120	CARTERSVILLE, GA 30120
EMAIL	6-10-24
+-----	+-----

OUR ORDER#: 225433 CW
 ORDER DATE: 06/10/24 10:21:09
 PICK DATE: 06/10/24
 SHIP DATE: 06/10/24
 SHIP VIA: MOTOR FRT PREPAID
 F.O.B. :

YOUR P/O#: ELISA SMALLEY
 PLACED BY: ELISA SMALLEY
 CONTRACT#:
 JOB#/NAME: 3/4 IPERLS & MXU'S
 SALES REP: MA
 TERMS: NET 30 DAYS

ORDERED	SHIPPED	BACKORD	UNIT	ITEM#/DESCRIPTION	PRICE	DISC%	AMOUNT
81	81		EA	MXU-520M-D METER TRANSCEIVER, FLEXNET W/OPTION DB, DUAL PORT 539-63-537-52203MI 132564732-132575234(704842)	250.00	.00	20,250.00
192	192		Ea	WM-IP07-T1G METER 3/4" iPERL, 7.5 EE, 1 GAL 7 WH TRPL L/HOUSING (I2S1GBXX) 96499145-96499336(693572)	140.00	.00	26,880.00
81	81		EA	MXU-520M-S METER TRANSCEIVER, FLEXNET W/OPTION DB, 520M #5396353752201MI 134027340-134034426(693425)	184.00	.00	14,904.00
FREIGHT ALLOWED							.00
**** INVOICE TOTAL ****							62,034.00

Pmt due by 07/10/24

** SELLER IS A DISTRIBUTOR OF PRODUCTS MANUFACTURED AND **
 ** WARRANTED BY OTHERS. THE GOODS SOLD BY THIS INVOICE AND **
 ** CONTRACT ARE FURNISHED "AS IS" BY SELLER, AND ARE SUBJECT **
 ** ONLY TO THE MANUFACTURER'S WARRANTIES. SELLER SHALL NOT BE **
 ** LIABLE FOR ANY LOSS, DAMAGE, OR INJURY, DIRECT OR **
 ** CONSEQUENTIAL, ARISING OUT OF THE USE OF OR THE INABILITY TO **
 ** USE THE PRODUCT. BEFORE USING, USER SHALL DETERMINE THE **
 ** SUITABILITY OF THE PRODUCT FOR HIS INTENDED USE AND ASSUMES **
 ** ALL RISKS AND LIABILITY WHATEVER IN CONNECTION THEREWITH. **



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Flow Meter Console Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Treatment Plant uses acoustic transit time flow meters to accurately measure flow pumped into the City’s water distribution system by the high service pumps. The original Accusonic console for high service pump station #1, installed in 2007 has failed and needs replacement. The sole source provider of this equipment, Accusonic has provided a quote for a new, updated replacement console at a cost of \$42,178.00. This cost includes material, installation, commissioning, and one-year parts and labor warranty.</p> <p>This is the same type of unit as that on #2 pump station, which was replaced in April 2024. This is a budgeted maintenance item and is recommended for your approval.</p>
LEGAL:	N/A



A Brand of ADS LLC

REFERENCE: Carter.Walk1.8510+UP.FS.GA – 6.14.2024

Mr. Daniel Duke
 City of Cartersville
 237 Allatoona Dam Rd. SW
 Cartersville, GA 30120

340 The Bridge Street, Suite 204
 Huntsville, AL 35806
www.adsenv.com/accusonic
 ADS LLC, ADS Corp for CA only

Phone: (404) 821-6637
 Email: dduke@cityofcartersville.org

DATE	June 14, 2024
TERMS	Net 30, Subject to Credit Approval
SHIPMENT	FOB Shipping Point, Prepay & Add
DELIVERY	TBD After order approval
OFFER VALID	90 Days
PROJECT PERIOD	Not more than 1 year from ship date

Price Proposal

Upgrade an existing **Accusonic Model 7510** console to Accusonic Model **8510+10ACR6** Flowmeter console at **Clarence B. Walker Treatment Plant for City of Cartersville.**

Proposal Assumptions	
1.	Accusonic proposes to provide (1) new Model 8510+10ACR6 flowmeter console at the Clarence B. Walker Treatment Plant for City of Cartersville to upgrade their existing Accusonic Model 7510 console (Previous Job No. xxxxx).
2.	Commissioning is included in this proposal per customer’s request.
3.	It is assumed the console mounting will be performed by customer personnel in advance of the Accusonic technician’s service visit.
4.	Proper operation of acoustic transit-time flowmeters requires that the flow stream in the measurement location is free of visible or microscopic entrained air bubbles that interfere with effective transmission of the acoustic signals.

Item	Qty	Hardware Description	Unit Price (USD)	Total Price (USD)
1.	1	PN 8510+10ACR6 Flowmeter Console <ul style="list-style-type: none"> • 10-Path Flow Measurement Capability • NEMA 4X (IP66) Wall-Mounted Enclosure • 90-250 VAC, 47-63 Hz or 100-300 VDC External Power • 7.7-inch LCD Touchscreen Color Display • (8) Isolated 4-20 mA Analog Outputs • (6) Contact Relay Outputs for Alarming • Modbus Interface via RS-232, RS-485 or TCP/IP • 16 Gigabyte Internal Data Logging Storage AccuFlow™ PC-based Software Interface – Available for Download	\$ 29,303.00	\$ 29,303.00
2.	1	Standard Equipment Manual Available for download		
Subtotal for Hardware				\$ 29,303.00
Ground Freight (Estimate provided upon request)				Prepay & Add
Total Hardware (TAXES EXCLUDED)				\$ 29,303.00



A Brand of ADS LLC

REFERENCE: Carter.Walk1.8510+UP.FS.GA – 6.14.2024

Item	Qty	Basic Services Description	Total Price (USD)
3.	1	<p>Accusonic Field Technical Services include flowmeter commissioning and on-site operator training.</p> <p>NOTE: The cost for any third-party safety certification, that is specifically mandated in the customer’s terms and conditions, like Avetta or ISNetworld, will be added to the cost of our proposal.</p> <p>Commissioning shall include:</p> <ul style="list-style-type: none"> • Terminate transducer cables and wire them to the console. • Upload the as-built parameters and output ranges into the console. • Check that all diagnostic values are within tolerance for the application. • Cycle flow (if possible) and collect flow data to verify operation. • Please refer to Notes #7 and # 8 regarding services required by others. <p>Operator Training shall include:</p> <ul style="list-style-type: none"> • Allows for a single 4-hour session consisting of hands-on training at console. • The number of trainees that can be included in this training is only limited by the practical access to the live console. • Topics covered include principle of operation, console programming, meter functionality, inputs/outputs, software interface, basic maintenance, and troubleshooting. 	
4.		<p>Field Technical Service work described above is expected to require a minimum of One (1) mobilization and a total of up to Three (3) days, including travel time to and from the customer site. Pricing is lump sum. If the work is accomplished in fewer days, there will be no reduction in price. Typical schedule would be as follows:</p> <ul style="list-style-type: none"> • 1 Trip – 3 Days total: 1 man-day to commission flowmeter console and provide operator training, plus 2 full travel days. • Days during each trip are assumed to be consecutive days. • Trip report will be provided within 30 days following the service trip. • See Notes 7 & 8 on page 4 for details on responsibilities of all parties involved in the project. <p style="text-align: right;">Total for Standard Service: One (1) Mobilization and Three (3) Days</p> <p style="text-align: right;">Travel & Living Expenses</p>	<p>\$ 12,875.00</p> <p>Included</p>
Grand Total for Hardware and Commissioning (excluding taxes)			\$ 42,178.00 (USD)

Item	Qty	Optional Services Description	Total Price (USD)
5.	Ea.	<p>Additional Days or Mobilizations: Any additional days (including idle days) and any additional mobilizations that are required to complete the service work will be invoiced as described.</p> <p style="text-align: right;">Additional Day Rate</p> <p style="text-align: right;">Travel & Living Expenses for Additional Days</p>	<p>\$ 1,600.</p> <p>Cost + 15%</p>

NOTES

1. This proposal does not include fastening hardware (studs, anchors, and associated hardware), protective cable conduit, junction boxes, electrical fittings, enclosure mounting hardware, pulling of cables, provision of AC mains power to the console, or mounting of the enclosure
2. Does not include duties, taxes, fees, customs fees, or other charges ex-U.S. in destination country. These are the responsibility of purchaser.
3. Does not include special, modified, or custom documentation or manuals. Standard Accusonic manuals, appropriate to equipment order will be provided.
4. Assessment of site suitability is based on configuration information provided by customer. Unsuitable site-specific conditions, such as aeration, cannot always be predicted prior to installation. Unsuitable site conditions may adversely affect performance of the equipment.
5. Proposal includes an electronic copy of approved operation and maintenance manuals, which are appropriate to the equipment ordered.
6. Submittal drawings will be based on configuration information provided by the customer. Unsuitable site-specific conditions, such as aeration, cannot always be predicted prior to the installation. Unsuitable site conditions may adversely affect performance of the equipment.
7. **Responsibility of others (i.e. customer or contractor during the installation and/or commissioning):**
 - a. **Labor:** Supply of support labor to assist the Accusonic service technician(s) for installation of the transducer assemblies, and commissioning of the flowmeter system; typically a minimum of one skilled laborer per day of installation and commissioning, plus a safety assistant as required.
 - b. **Safety:** Supply of qualified support labor needed to comply with any safety or confined space entry requirements, including training, proper safety precautions, the use of air monitoring and ventilation, and rescue standby personnel.
 - c. **Utilities:** Supply of electrical power.
 - d. **Tools:** As determined at kickoff meeting, supply of light hand tools (hammers, grinders, etc.), drilling equipment and/or stud-welding equipment.
 - e. **Cables & Conduit:** Supply of cable conduit or cable trays, and the pulling of cables through conduit or cable trays.
 - f. **Console:** Mounting the console enclosure, performing conduit punch-outs and providing AC or DC mains power.
8. **The following is the responsibility of others IF required:**
 - a. **Scaffolding & Ladders:** Supply and erection of scaffolding, staging, and/or ladders in order to access the flowmeter system or the pipe.
 - b. **Tasks:** As directed by Accusonic service technician as required, any surface prep such as grinding, chipping or drilling.
 - c. **Patch Work:** Re-painting and/or re-patching of the pipe or linings (mortar, paint, cold tar, etc.).
 - d. **Hardware:** Any junctions boxes or electrical fittings.
9. This proposal includes the required number of field service days for installation and commissioning based on the recommended equipment and installation requirements. The client is responsible for ensuring adequate site access to allow the field services to be performed in the defined number of days. Should sufficient access not be provided, or delays incurred that are beyond Accusonic's control, the client is responsible for additional charges as described.



A Brand of ADS LLC

REFERENCE: Carter.Walk1.8510+UP.FS.GA – 6.14.2024

- 10. **Extended Project Periods:** An automatic price escalation of 4% will be applied on the yearly anniversary date of order acceptance unless a revised quote is presented according to the provisions of the Terms and Conditions. Warranty is as described in the Terms and Conditions. No provision is made for extended warranty.
- 11. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Acceptance of this proposal for the purchase of ADS LLC Products and Services constitutes your and/or your company's agreement to ADS' Standard Terms and Conditions found at <https://www.adsenv.com/termsconditions/>. ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products and services.

SIGNED

Customer Name

Signature

Printed Name/Title

Date

Ship-To Address (print):

Site Name:

Attn:

Billing Address (print):

Tax Rate:

ADS LLC d/b/a Accusonic

Signature

Printed Name/Title

Date

Direct questions about this quote to:
 Kevin Young
 +1 (909) 303-0958
 KYoung1@idexcorp.com

Send Purchase Orders to:
 Monique Dupré
 (508) 273-9621
 mdupre@idexcorp.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Pioneer Trail Engineering Services
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Pioneer Trail subdivision is currently served by approximately 8,160 linear feet of small, galvanized water mains which have reached the end of useful life.</p> <p>Goodwin Mills Cawood (GMC) Engineers has submitted a proposal for design, bidding, and construction phase engineering at a price of \$128,300.00. This price is acceptable to the Water Department and is recommended for your approval.</p> <p>This project expense is included in the FY 2024_2025 budget.</p>
LEGAL:	N/A



Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 200
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

May 14, 2024

Mr. Michael De Leon, P.E.
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

Re: PIONEER TRAIL – 8,160 L.F. of Water Main Replacement Proposal

Dear Mr. De Leon,

We appreciate the opportunity to provide this proposal for engineering services related to the design, bid and construction phase engineering for the water main replacement for the referenced project.

The proposed engineering services will include the following items:

1. Locating streams and wetlands to ensure construction activities do not encroach on regulated buffers.
2. All related surveying including GPS Control, TBM Digital Levels, Conventional Control, Tax Map & Deed Research, Property Owner Info, Property Corner Surveys, Utilities, Topo & CADD.
3. Preparation of plans related to the water main replacement.
4. Preparation of sedimentation and erosion control plans.
5. Preparation of bid form, contract documents and technical specifications.
6. Submitting and obtaining the Report of Technical Review for erosion and sedimentation control compliance.
7. Bid phase services including preparing advertisement, answering bidder questions, preparing addendum, opening public bids, preparing bid tabulation and letter of recommendation to award contract.
8. Construction administration services including attending and running pre-construction meeting and monthly construction progress meetings, reviewing Contractor submittals, responding to Contractor RFI's, reviewing Contractor pay applications and preparing change orders, Construction inspection will be billed hourly if requested by City of Cartersville.

GMC can provide the Design engineering services for a lump sum fee of **\$96,800.00**. This fee will cover engineering costs and expenses. We estimate the survey and design will take five (5) months from the time we receive the notice to proceed. GMC proposes to perform the bid phase services, beginning at the approval of the Design phase plans and continuing thru the preconstruction conference, for a lump sum of **\$7,500.00**. In addition, at the City's request, GMC proposes to perform Construction phase engineering including the review of shop drawings, review of monthly pay requests, and periodic project observation at our standard rates as shown on attachment "2024 Engineering Standard



Rate and Fee Structure Schedule". GMC anticipates the cost of Construction phase engineering to be approximately **\$20,000.00**. Finally, GMC can complete the Record (as-built) Drawings in Autodesk Civil 3D provided that the City of Cartersville or the Contractor provides the marked-up construction drawings. GMC can complete the Record Drawings in Autodesk Civil 3D for a lump sum fee of **\$4,000.00**.

The total proposed fee for the services outlined herein is:

Survey and Design Phase Engineering	\$96,800.00
Bid Phase Engineering	\$7,500.00
*Construction Phase Engineering	\$20,000.00
Record Drawing Preparation	<u>\$4,000.00</u>
	\$128,300.00

*Hourly estimate including periodic site visits as requested

This proposal does not include Construction Inspection services or any other work not listed in this proposal. GMC can bill for Construction Inspection services using hourly rates including expense reimbursement.

Thank you for your consideration of this proposal and please do not hesitate to give me a call with any questions. We look forward to working with the City of Cartersville on this project. If the terms of this outline are acceptable and you choose GMC to perform the services outlined, please let me know and I will prepare a task order for your review and approval.

Sincerely,
GOODWYN MILLS CAWOOD, LLC

Charles A. Welch
Senior Client Manager



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Cherokee Circle Water Line Engineering
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department has completed the preliminary design of the replacement of approximately 1,900 linear feet of galvanized water main on Cherokee Circle and Indian Trail. It has become apparent that a professional engineering consultant to complete the detailed design and construction management portion of the project is necessary.</p> <p>Sweitzer Engineering was requested to provide Task Order pricing to complete the design, bid phase, and construction management of the project. They have submitted a price of \$91,000.00, which is acceptable to the Water Department, and recommended for your approval.</p> <p>This project expense is budgeted in the FY2024_2025 budget.</p>
LEGAL:	N/A

TASK ORDER NO. 7

Consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, effective date January 01, 2024, ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **CHEROKEE CIRCLE / INDIAN TRAIL WATER MAIN REPLACEMENT**

Description: A Project to replace existing 2-inch galvanized water mains on Cherokee Circle and Indian Trail in Cartersville with new 8-inch ductile iron water mains, including fire hydrants and reconnection of existing water services, including reconnection of the new mains to existing mains. The preliminary layout and design has been completed by Owner

The Specific Project is to be constructed under one Construction Contract.

Engineer’s Project Number: **338-117**

2. Services of Engineer [Check all that apply.]

Preliminary Design (Completed by Owner)

- ✓ Final Design Services
- ✓ Bidding or Negotiating Services
- ✓ Construction Services
- ✓ Resident Project Representative Services

(Engineer will provide Resident Project Representatives services pursuant to Part 4 of Exhibit A; Exhibit D is attached to the Task Order and expressly incorporated by reference.)

- ✓ Additional Services, only when authorized.

3. Owner Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Preliminary Design Phase	Completed
Final Design Phase	60 days after authorization
Bidding or Negotiation Phase	60 days after authorization
Construction Phase	TBD at the time of authorization
Resident Representative	TBD at the time of authorization
Additional Services	TBD at the time of authorization

TASK ORDER NO. 7

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Maximum Compensation for Services</i>
Preliminary Design	Hourly, plus Reimbursable Expenses	Completed by Owner
Final Design	Hourly, plus Reimbursable Expenses	\$26,000
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	\$15,000
Construction	Hourly, plus Reimbursable Expenses	\$21,000
Resident Representative	Hourly, plus Reimbursable Expenses	\$24,000
Additional Services	Hourly, plus Reimbursable Expenses	\$5,000, only if authorized.

6. Consultants to be utilize: None.

7. Other Modifications: Owner to furnish AutoCAD file of Preliminary Design to Engineer.

8. Attachments: None.

9. Documents Incorporated by Reference: None.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **June 04, 2024**.

OWNER
CITY OF CARTERSVILLE, GA

ENGINEER
SWEITZER ENGINEERING, INC.

By: _____

By: 

Name: Matthew J. Santini

Name: John H. Sweitzer

Title: Mayor

Title: President

Date: _____

Date: 6/11/24

Attest: _____

Name/Title: Julia Drake, City Clerk

Affix seal:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 20, 2024
SUBCATEGORY:	Easements
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Easement for SK Battery America’s Service Line
DEPARTMENT SUMMARY RECOMMENDATION:	This easement is required for the construction of SK Battery America’s natural gas service line and its acquisition requires four special stipulations on behalf of the property owner, as noted in the easement document. Approval of this amended easement is recommended.
LEGAL:	Approved by the City Attorney

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
TITLE EXAM NOT PERFORMED

UTILITY EASEMENT

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned **TRIPLE E EAST, LLC**, (hereinafter "Grantor") does hereby grant and convey unto the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as "City"), its successors and assigns, a permanent utility easement for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances and as a permanent utility easement to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lot 258, 16th District, 3rd Section, Bartow County, Georgia, being identified as a proposed 20' permanent City of Cartersville utility easement, containing 0.252 acres / 10,995 square feet and a proposed temporary City of Cartersville construction easement, containing 0.457 acres / 19,901 square feet, per the plat entitled Permanent & Temporary Easement Exhibit Bartow County Parcel 0036-0040-001, prepared for the City of Cartersville Gas System, prepared by Mitchell Lowery, G.R.L.S. No. 3109, dated June 3, 2024, and recorded in Plat Book 2024, Page 164 in the Office of the Clerk of the Superior Court of Bartow County, Georgia.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with City's full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure (other than as may be approved by the City in accord herewith), or drill or operate any well, locate any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by the City, which approval shall not be unreasonably conditioned, withheld and/or delayed. It is expressly understood by Grantor that crossings existing within the easement as of the date hereof will be replaced, repaved and/or restored, as applicable, by the City in a manner consistent with their current condition in the event such crossings are to be removed by the City to exercise the rights of this easement during construction.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS:

1. City agrees to relocate the existing 12" HP natural gas facility to a point 4' below the existing elevation of U.S. 411/S.R. 20 for a distance of 70' from the east side and 70' from the west side of the center line of the existing Triple E Farm access driveway for future improvements of the driveway at no cost to the developer.
2. City agrees to provide the proposed natural gas main infrastructure to serve the proposed single-family residences and proposed townhome residences at no cost to the developer provided the developer enters into a Development Agreement with the City and developer furnishes an easement for the construction of two (2) proposed regulating stations at an agreeable location.
3. City agrees to provide the proposed natural gas main infrastructure to serve the commercial areas at no cost to the developer provided the developer furnishes an easement for the construction of two (2) proposed regulating stations at an agreeable location.
4. The Temporary Easement shall expire on or before thirty (30) days following the completion of the directional bore across U.S. 411/S.R. 20.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned have hereunto set hands and seals this 13 day of June, 2024.

Signed, sealed and delivered in the presence of:

GRANTOR:

TRIPLE E EAST, LLC

[Signature]
Witness

By: [Signature]
(Signature)

Morgan N. Sillay
Notary Public

Print Name: Steve Economos

My Commission Expires: 08-21-27

Title: Owner

[SEAL]



ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Easement, was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 2024.

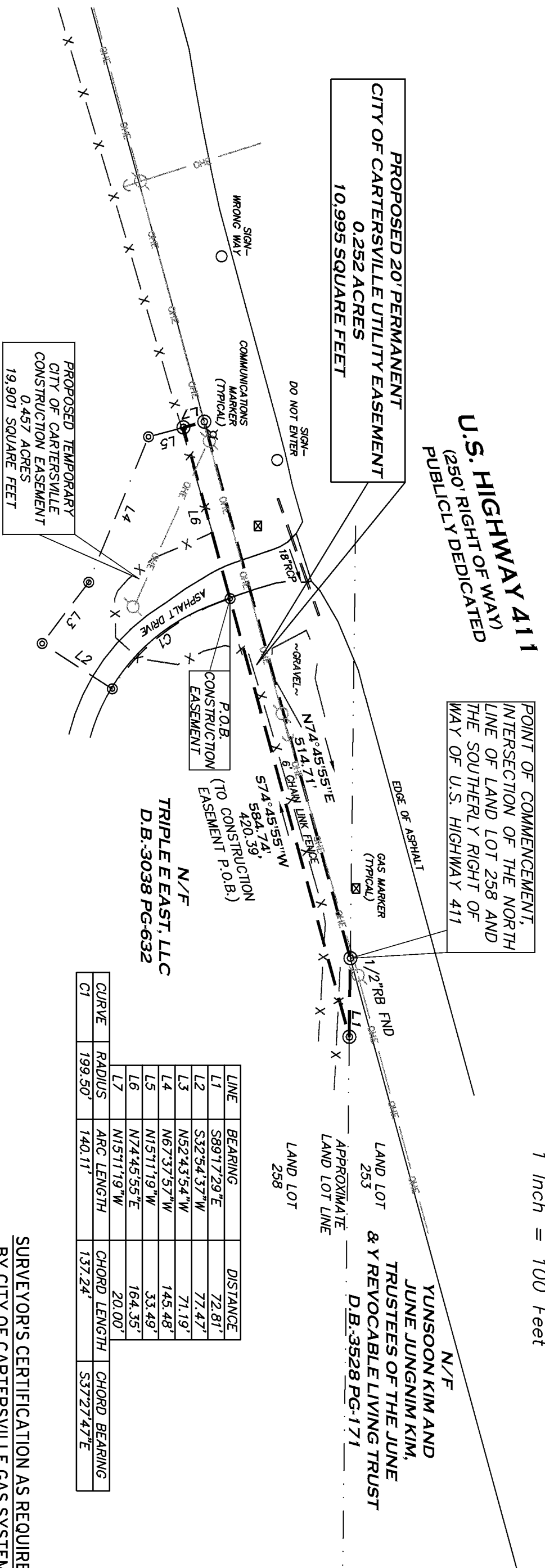
Matthew J. Santini, Mayor

ATTEST:

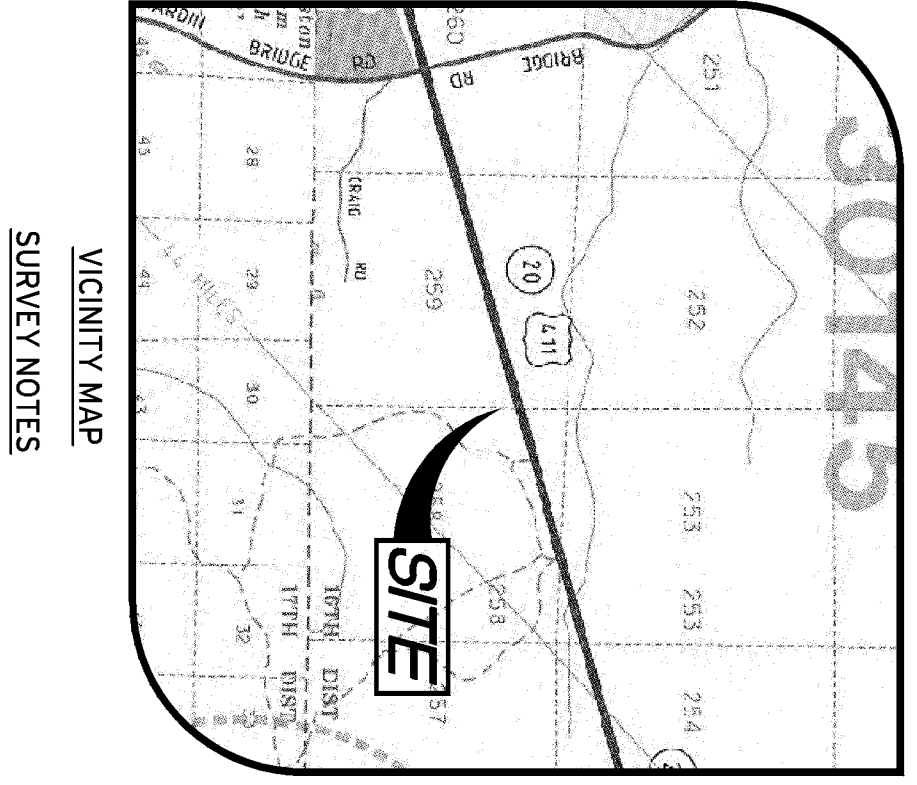
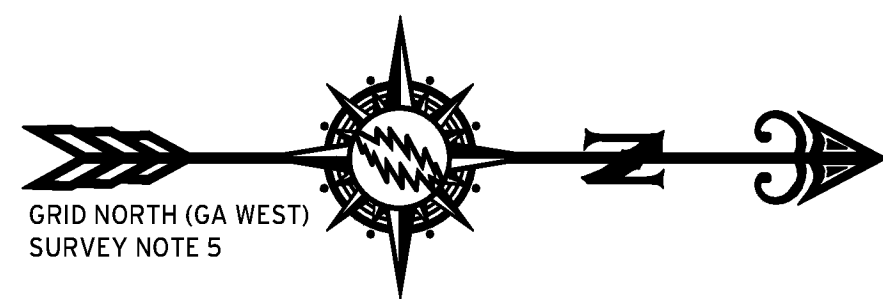
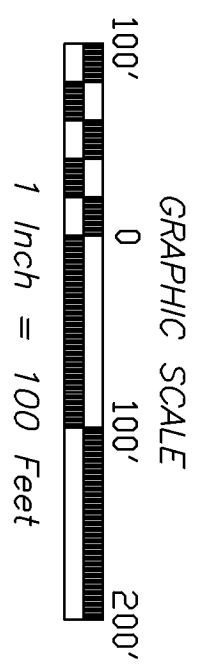
Julia Drake, City Clerk

BK: 2024 PG: 164-164
 Filed and Recorded
 06-14-2024 09:13 AM
 DOC# P2024-000141
Melba Scoggins
 MELBA SCOGGINS
 CLERK OF SUPERIOR COURT
 BARTOW COUNTY
 Participant ID: 1392277288

FOR CLERK'S USE



LINE	BEARING	DISTANCE
L1	S89°17'29"E	72.81'
L2	S32°54'37"W	71.47'
L3	N52°43'54"W	71.19'
L4	N67°37'57"W	145.48'
L5	N15°11'19"W	33.49'
L6	N74°45'55"E	164.35'
L7	N15°11'19"W	20.00'
CURVE	RADIUS	ARC LENGTH
CI	199.50'	140.11'
		CHORD LENGTH
		137.24'
		CHORD BEARING
		S37°27'47"E



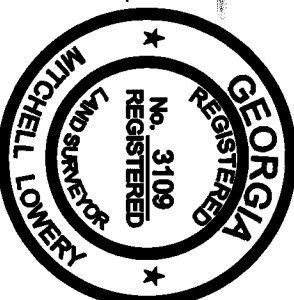
VICINITY MAP

- SURVEY NOTES**
- 1) PROPERTY SHOWN HEREON WAS SURVEYED MAY 23, 2024.
 - 2) THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE OF 1" IN 38,358" WITH AN ANGULAR ERROR OF 2.47 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
 - 3) A LEICA TS16 TOTAL STATION, CARLSON BRV GPS RECEIVER, AND CARLSON RTK DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
 - 4) THIS PLAN HAS A MAP CLOSURE OF 1" IN 344,215'.
 - 5) BEARING BASIS (NAD83(2011) GA WEST) AND VERTICAL DATUM (NAVD83, GEOID18) FOR THIS SURVEY WERE ESTABLISHED USING A CARLSON BRV GPS RECEIVER UTILIZING OPUS-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .07 FEET HORIZONTAL AND .09 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
 - 6) UTILITIES SHOWN PER MARKINGS PLACED BY AN 811 LOCATE DESIGN TICKET 240528-001639, AND ABOVE GROUND EVIDENCE, UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST. PROFESSIONAL LAND SURVEYORS MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.

SURVEYORS CERTIFICATION

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

Mitchell Lowery
 MITCHELL LOWERY
 GEORGIA REGISTERED LAND SURVEYOR
 No. 3109



SURVEYORS CERTIFICATION AS REQUIRED BY CITY OF CARTERSVILLE GAS SYSTEM

AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE MUNICIPAL, COUNTY OR MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

SPACE FOR GOVERNMENTAL BODY APPROVAL

NOTE: THIS PLAN DOES NOT REQUIRE APPROVAL OF THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY.

Mitchell Lowery
 MITCHELL LOWERY
 GEORGIA REGISTERED LAND SURVEYOR
 No. 3109

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT OR PLAN COMPLETES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERK'S COOPERATIVE SOCIETY. THE APPROVAL SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

LEGEND

---	PERMANENT EASEMENT LIMITS
- - -	TEMPORARY EASEMENT LIMITS
---	LAND LOT LINE
---	WATER LINE
---	OVERHEAD UTILITY LINE
---	GAS LINE
---	SANITARY SEWER LINE
---	UNDERGROUND ELECTRIC LINE
---	FENCE LINE
---	STORM DRAIN PIPE
---	REINFORCED CONCRETE PIPE
---	POLYVINYL CHLORIDE PIPE
---	CORRUGATED METAL PIPE
---	FLOW DIRECTION
---	GAS MARKER
---	COMMUNICATIONS MARKER
---	REBAR FOUND
---	FOUND
---	SIGN

PERMANENT & TEMPORARY EASEMENT EXHIBIT BARTOW COUNTY PARCEL 0036-0040-001

STATE: GEORGIA COUNTY: BARTOW
 LAND LOT 258, 16TH DISTRICT, 3RD SECTION

PREPARED FOR:
 CITY OF CARTERSVILLE GAS SYSTEM
 P.O. BOX 1390
 CARTERSVILLE, GA 30120

PROFESSIONAL LAND SURVEYORS, LLC
 317 GRASSDALE ROAD
 CARTERSVILLE, GA 30120
 770-334-8186
 WWW.PLS.US
 INFO@PLS.US
 GEORGIA C.O.A.: LSF001380

DATE: JUNE 3, 2024
 JOB #: 244853
 SCALE: 1"=100'
 SHEET 1 OF 1

PROFESSIONAL LAND SURVEYORS

