



CARTERSVILLE
CITY COUNCIL MEETING
Council Chambers, Third Floor of City Hall
Thursday, August 01, 2024 at 7:00 PM
AGENDA

COUNCIL PERSONS:

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.](#) July 18, 2024

APPOINTMENTS

[2.](#) Cartersville-Bartow Library Board

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

[3.](#) Z24-05. 681/683 Henderson Dr. Applicant: Lehmann Smith

[4.](#) Z24-06. 165 Cassville Rd. Applicant: Muhammad Chishti

SECOND READING OF ORDINANCES

- [5.](#) T24-03. Applicant: Flournoy Holdings, LLC
- [6.](#) Amendment to Utilities Ordinance Regarding Electric Rates

CONTRACTS/AGREEMENTS

- [7.](#) Water Storage Intergovernmental Agreement
- [8.](#) Annual EPD Water Testing Contract

CHANGE ORDER

- [9.](#) Atco-Pettit Creek & JDC Sewer Change Order #2

BID AWARD/PURCHASES

- [10.](#) Komatsu Lift Station Surge Relief Valve
- [11.](#) 20-Yard Rear Loader Garbage Truck Bid Award
- [12.](#) Guardrail Repair on Busch Drive
- [13.](#) Replacement of (2) Pick-up Trucks
- [14.](#) Vehicle Repair at Matthews Garage

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:	August 1, 2024
SUBCATEGORY:	Council Minute Approval
DEPARTMENT NAME:	City Clerk
AGENDA ITEM TITLE:	July 18, 2024
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes for the July 18, 2024, City Council Meeting have been uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
City Hall – Council Chambers
July 18, 2024
6:00 P.M. – Work Session / 7:00 P.M. – Council Meeting

WORK SESSION

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

Mayor Santini closed Work Session at 6:46 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 6:59 P.M.

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Cordell.

The City Council met in Regular Session with Matthew Santini, Mayor, presiding, and the following present: Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Alyssa Cordell, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, City Attorney.

Absent: Kari Hodge, Council Member Ward One; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. July 2, 2024, Council Meeting Minutes

Council Member Roth made a motion to approve the minutes from the July 2, 2024, Council Meeting. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

PUBLIC HEARING – 1st Reading of Zoning/Annexation Requests

2. Z24-05: 681/683 Henderson Dr.

Applicant: Lehmann Smith

Randy Mannino, Planning and Development Director, stated Continuing, he gave an overview of the application stating the applicant is proposing the rezoning of the 1.286-acre property located at 681 Henderson Drive. The original structure was constructed c. 1996 and was designed for office/warehouse use.

The property was home to a construction company for many years. In recent years, the building has been divided to support additional occupations. Based on historic imagery, the rear of the lot has been used as a storage lot for building material. This has likely occurred for the life of the structure (c. 1996). Planning and Development was not aware of complaints from any of the neighbors regarding the business activity being conducted on the site.

The applicant proposes to rezone the property to allow outdoor storage on the lot. Currently, there are two (2) storage containers on the lot, as well as various other materials. Code Enforcement notified the property owner that storage containers, as well as outdoor storage is not allowed in the O-C (Office Commercial) zoning district, thus leading to this request. This request is the first step in resolution of the storage container/outdoor storage issue on the property. The applicant is also applying for a text amendment that would allow use of storage containers on lots that allow outdoor storage, provided they are screened from all rights-of way and a special use permit is approved. The text amendment and the applicants special use permit request will be before the Planning Commission on August 6th, 2024.

Staff does not oppose the rezoning if the following condition is included with an approval:

- All G-C uses except “Construction Contractors” and “Offices, General” are prohibited.

Planning Commission recommended approval.

Mayor Santini opened the public hearing.

Mark Harris, 700 Douthit Ferry Rd. Suite 770, came forward to represent the application and to answer questions from the Mayor and Council.

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

This was a first reading and would be voted on at the August 1, 2024, City Council Meeting.

3. Z24-06: 165 Cassville Road

Applicant: Muhammed Chishti

Mr. Mannino stated the applicant requests to rezone .92 acres (+/-) located at 165 Cassville Road (Tax ID C013-0001-003). The property is owned by Muhammad Chishti and the property is currently used as a gas station and convenience store. The existing building also has two (2) vacant suites. The owner wishes to have more available uses for the vacant suites than the O-C zoning ordinance allows, particularly the retail package store (liquor) use.

G-C, General Commercial, zoning is requested for the parcel. The existing zoning is O-C.

The property is within the FEMA floodplain. The current and proposed use are not expected to affect the floodplain unless expansion of the building footprint occurs.

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

Ali Kashan, 16 Sugar Mill Dr., came forward to represent the application and to answer any questions from the Mayor and Council.

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

This was a first reading and would be voted on at the August 1, 2024, City Council Meeting.

FIRST READING OF ORDINANCES

4. T24-03: Billboard Setback from I-75

Applicant: Flourney Holdings, LLC

Mr. Mannino stated this was an applicant driven text amendment request to Chapter 20, Signs and Outdoor advertising, Article II, Sign Ordinance, Sec. 20-29 (b) (1)(f), Billboards, to amend the text from:

(f): Shall not be visible from or located along Interstate Highway 75

To: (f) Shall be setback at least six hundred sixty-one (661) feet from the right-of-way of Interstate 75.

Staff is not opposed to the amendment, and Planning Commission vote was 2-1-1. Motion failed due to a lack of votes.

Keith Lovell, City Attorney, stated for the record that this was an applicant driven request.

Mayor Santini opened the public hearing.

Jack Howard, 118 5th St North, Columbus MS., came forward to represent Flourney Holdings, LLC and presented a slide show that explained viewing distance and visibility of proposed billboard sign from Hwy 411. Continuing, he stated his proposed target was not I-75, but in fact, Hwy 411. In closing, he reviewed the proposed changes to the current sign ordinance.

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

This was a first reading and would be voted on at the August 1, 2024, City Council Meeting.

CONTRACTS/AGREEMENTS

5. Peregrin Data Integration

Frank McCann, Police Chief, stated approval was requested to enter into a contractual agreement with Peregrin Advanced Public Safety Technologies, a data integration company specializing in public safety. Peregrin will integrate data from various sources currently used by the Cartersville Police Department. This data integration will include Tyler Technologies CAD (Dispatch and response data), Tyler Technologies Records Management Systems (RMS), Utility/Polaris Evidence (body/car cameras, digital evidence storage) ArcGIS Layers (Mapping), Flock License Plate Readers (LPR), E-Cite Citations, Palatine Warrants, City Utility data via CSV files, Court Justice System data via CSV files, and Leads Online (pawn shop database). By integrating the data from all these systems, unlimited users (police employees) will have access to records across all these systems, which are currently

unconnected. This data integration will make us more effective and unify our information so that it is readily available with a single search.

Peregrine will provide an introductory training session that provides an overview of the Service, background on accessible data sources, and an introduction to the analytic capabilities of the service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties. The length of the initial contract will be for three years.

Total cost of the contract will be \$247,500.00, payable as follows:
 \$82,500 for budget year 2024 (due within 30 days of signed contract).
 \$82,500 for budget year 2025 (due within 30 days of August 1, 2025).
 \$82,500 for budget year 2026 (due within 30 days of August 1, 2026).

This is a budgeted item and will be purchased using the General Fund. E-Verify and E-save documents have been submitted to the police department and are on file.

Council Member Roth made a motion to approve the Peregrin Data Integration. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

6. Hamilton Place Development Agreement

Michael Dickson, Gas Department Director, stated this agreement between the City and Pulte Home Company, LLC states that the installation of the natural gas main infrastructure will be completed at no cost to the developer. In exchange, the developer has agreed to install natural gas to each home, 86 in total. The developer has also agreed to participate in our Gas Advantage program by installing a minimum of one gas furnace on the main level, one gas water heater, and one other gas appliance or gas stub for one other gas appliance. A significant amount of gas infrastructure will be required to serve this subdivision at an estimated material cost of approximately \$26,000.00, however, the City will receive a return on investment (ROI) of less than twelve (12) months following the completion of all the homes.

Council Member Roth stated that he appreciated the work that the Gas Department does to search for customers to help the community.

Council Member Roth made a motion to approve the Hamilton Place Development Agreement. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

7. EAP Plan for First Responders

Dan Porta, City Manager, stated this EAP will provide first responder-centric counseling and training to our firefighters, officers, and their families. The counseling will include six sessions per employee or family member to address traumatic on-the-job experiences and mandated counseling, when necessary. The EAP will also provide services to supervisors whereby they can call to get guidance on specific matters, as well as supervisor and peer-to-peer training. The annual cost for the EAP services is \$5,832.00.

Council Member Stepp made a motion to approve the EAP Plan for First Responders. Council

Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

8. Grassdale Rd Improvement Projects (GDOT PI No. 0016628) – Project Framework Agreement with GDOT for Construction

Steven Foy, Public Works City Engineer, stated the Project Framework Agreement (PFA) for the Grassdale Road Improvement Project had been sent to the City of Cartersville from the Georgia Department of Transportation (GDOT) for Cartersville to approve. It is noted in the agreement that there has been 80% of \$3,506,749.00 or \$2,805,399.20 approved for the construction and associated utility work through the Transportation Alternatives Program (TAP) grant. This grant is an 80/20 grant meaning the grant covers 80% of the total cost with there being a 20% local match between the City of Cartersville and Bartow County with each contributing \$350,674.90 or 10% of the overall construction costs which includes costs such as construction engineering, inspections, and project oversight by GDOT.

The cost of the various project construction line items are non-budgeted costs that will be paid for by SPLOST and split evenly between Bartow County and the City of Cartersville. As previously mentioned, project oversight cost is included as part of the overall construction cost per the PFA. In the PFA it is noted that the estimated amount for the GDOT Construction Oversight of this project is \$10,000.00. According to the construction PFA for this project, the local contribution for GDOT Construction Oversight is \$2,000.00. This cost is a non-budgeted item that will be paid for by SPLOST and split evenly between Bartow County and the City of Cartersville. Public Works recommended approval of the PFA with the Georgia Department of Transportation to keep this project moving forward through construction. Once the PFA is fully executed, the project will be awarded, and a preconstruction meeting will be coordinated.

Council Member Cordell made a motion to approve the Grassdale Rd Improvement Project (GDOT PI No. 0016628) - Project Framework Agreement with GDOT for Construction. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

9. Quiet Zone Maintenance Agreement with CSX Transportation

Mr. Foy stated the City of Cartersville has maintenance agreements from CSX Transportation, Inc. to provide labor, materials, and expertise necessary from CSX Transportation, Inc. to maintain a quiet zone at Carter St., Cherokee Ave., Main St., Leake St., and West Ave. crossings. The total of the agreement from CSX Transportation in the future will vary from year to year and by crossing. This will be a budgeted item paid for by an annual line item for maintenance of the Quiet Zone. No amount is required until the quiet zone is established for one year at which the first maintenance payment of \$26,768.00 will be required to be paid in arrears. Maintenance costs will be charged by CSX Transportation annually and increased year to year according to the consumer price index as well as periodic adjustments by CSX according to their review. CSX Transportation states in the agreement that they will provide notice of any increases because of such review and adjustment in advance of the due date. Public Works recommended approval of this agreement for the maintenance of the proposed Quiet Zone

Council Member Cordell made a motion to approve the Quiet Zone Maintenance Agreement with CSX Transportation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

ENGINEERING SERVICES

10. Architectural and Engineering Services for Public Works Remodel

Mr. Foy stated the Public Works Office Building, located at 330 S. Erwin Street, needs a remodel to update its appearance from its original construction in 1983 to a more modern look. Public Works aims for a minor redesign and would like to continue operations in the building during the renovation, focusing on cosmetic improvements and better use of the existing office space. Therefore, we expect minimal structural changes and more emphasis on interior work and finishes.

Seven Hills Architecture and Consulting provided a proposal to perform services in the schematic design phase and construction documents that we can utilize for the remodel.

Continuing, Mr. Wilson stated the department is enthusiastic about moving forward with this design and recommended approving the agreement with Seven Hills for a fee of \$18,500.00, which is within the budget.

Council Member Roth made a motion to approve the Architectural and Engineering Services for Public Works Remodel. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

11. High-Pressure System Construction Management Services

Sidney Forsyth, Water Department Director, stated Prime Engineering had completed the design and permitting services for the modifications to the high-pressure zone of the water system. Prime has submitted a proposal for Construction Management services for the project in the amount of \$123,906.18. This is a budgeted expense and was recommended for approval.

Council Member Stepp made a motion to approve the High-Pressure System Construction Management Services. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

12. Sewer System Upgrade Engineering

Mr. Forsyth stated that based on sanitary sewer system inflow and infiltration studies, two areas of the sewer system had been identified as major contributors to the I&I problems within the system, identified as the Plymouth Drive and Dellinger area sewers. These two areas include approximately 20,000 linear feet of pipe of various sizes, materials, and ages.

The Water Department received proposals from three engineering firms for find-and-fix project to address the I&I problem within these systems. Prime Engineering submitted the best proposal to investigate the system, design the fixes, and administer the construction projects to eliminate the issues in these areas of the system. Approval was recommended of Prime Engineering's proposal for the cost of \$431,107.70 to perform these services. This is a budgeted item.

Council Member Stepp made a motion to approve the Sewer System Upgrade Engineering. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

CONTRACTS/AGREEMENTS

13. WPCP Construction Manager at Risk (CMAR)

Mr. Forsyth stated the Water Department has determined the best delivery method for the 10 MGD expansion of the Water Pollution Control Plant is the Construction Manager at Risk, due to its ability to deliver early work packages and early order of long-lead items, which serve to expedite construction. Qualifying firms were evaluated and interviewed for this project in response to the City's RFP. Archer Western Construction was selected as the firm most capable of delivering the project to completion as designed and desired.

The proposed costs for CMAR services are \$1,585,000.00 for Phase I, Pre-Construction Services, and the CMAR Fee for Phase II Construction Services is 8.00% of final construction costs. Approval was recommended of the contract with Archer Western Construction as Construction Manager at Risk for this project.

Council Member Cordell made a motion to approve the WPCP Construction Manager at Risk (CMAR) Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

Council Member Roth made a motion to add two (2) items to the agenda. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

RESOLUTIONS

14. MEAG Power Election Committee Delegates

Tom McKee, Electric Department Director, stated Municipal Electric Authority of Georgia (MEAG Power) is requesting that the City name their selections for the 2024 MEAG Power Membership Election Committee by Resolution. It was our recommendation that we name Matthew J. Santini as our Voting Delegate and Tom McKee as our Alternate Voting Delegate.

Council Member Cordell made a motion to approve the MEAG Power Election Committee Delegates. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

ADDED ITEM

15. Revised Section 24-261 Distributed Generation Rider

Mr. McKee stated at the July 2nd meeting when Electric Rates were amended, Code Section 24-261 was inadvertently deleted. This code section refers to customer owned solar power and charges associated with it. This is the first reading of this ordinance and will be voted on the August 1st meeting.

BID AWARD/PURCHASES

16. Office 365 Renewal #1

Steven Grier, FiberCom Director, stated the FiberCom Department requests the purchase of Microsoft Office 365 renewal. This is the system used for office productivity applications as well as email communications. The total amount is \$14,064.00 from Converge Technology Solutions. This is a budgeted item, and approval was recommended.

17. Office 365 Renewal #2

Mr. Grier stated the FiberCom Department requests the purchase of a Microsoft Office 365 yearly renewal. This is the system used for office productivity applications as well as email communications and system security. The total amount is \$88,037.95 from CDWG. This is a budgeted item, and approval was recommended.

18. Laserfiche Renewal

Mr. Grier stated this item is a budgeted annual renewal for our Laserfiche document imaging system. This is a cloud-based system that we use for document retention. The total amount is \$9,886.00 from MCCi and approval was recommended.

19. Mimecast Renewal

Mr. Grier stated this item was a budgeted annual support renewal for our Mimecast email security solution. This service provides cloud-based email threat protection for the City of Cartersville. The total amount is \$38,878.04 from SHI and approval was recommended.

Council Member Stepp made a motion to approve the Office 365 #1 Renewal, Office 365 #2 Renewal, Laserfiche Renewal, and the Mimecast Renewal. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

20. Painting and Drywall Repair

Mr. Porta stated this item is for repainting and drywall repair in the City Manager's Office Basement. The quote for this repair is \$10,800.00 from Scott Edwards Painting LLC. This item is not budgeted; however, funds are available, and approval was recommended.

Council Member Cordell made a motion to approve Painting and Drywall Repair. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

21. Annual Membership in the Northwest GA Regional Commission

Mr. Porta stated the annual membership for the Northwest Georgia Regional Commission is due for renewal. It is a budgeted expense of \$24,937.00 for the fiscal year July 1, 2024, through June 30, 2025.

Council Member Cordell made a motion to approve Annual Membership in the Northwest GA Regional Commission. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

ADDED ITEM**22. Asbestos Abatement and Demolition Work by A&M Contracting**

Mr. Porta stated the old Water Administration Building has some asbestos that needs to be removed before the building, slab and driveway are removed. Total cost for this property is \$58,900 and will be paid from Water & Sewer Department funds. Next to the Maurice Heard Gym (25 Aubrey Street), we have an old tank and cooling tower that served our natural gas system several decades ago that has asbestos and some liquid in the tank that needs to be properly disposed of. The total cost for this work is \$18,000 and will be paid by the Gas Department. I recommend approval for both projects.

Council Member Cordell made a motion to approve the Asbestos Abatement and Demolition Work by A & M Contracting. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

MONTHLY FINANCIAL STATEMENT**23. May 2024 Financial Report**

Tom Rhinehart, Finance Director, came forward to review the number of the May 2024 Financial Report. Additionally, he compared the numbers to May 2023.

OTHER

Jason Traynor, 18 Burnt Hickory Connector, came forward to speak regarding License Plate Readers and how he felt it was an invasion of privacy.

In closing remarks, Mayor Santini stated that today was former Council Member Tonsmiere's birthday. Additionally, Mayor Santini wanted to thank Tom McKee and his crews for resolving the power outages so quickly during the recent storms.

ADJOURNMENT

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

Meeting Adjourned at 7:47 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Cartersville-Bartow Library Board
DEPARTMENT SUMMARY RECOMMENDATION:	If approved, John Shireman will fill the vacant role on the Library Board with a term expiration date of June 30, 2027.
LEGAL:	N/A

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name Shireman John (Rick) F
 (last) (first) (middle initial)

Address [REDACTED] Cartersville, GA 30120
 (street)

Email Address [REDACTED]

Home Phone [REDACTED] Cell Phone [REDACTED]

City Resident Yes x No Ward
 (if applicable)

Related Experience: Civic/Business/Other

Board Member, Bartow County Friends of the Library, 2020 to Present

Bartow County Master Gardener, 2020 to Present

First Presbyterian Church Friendship Table Coordinator, 2021 to Present

Cartersville Rotary Club 2018 to Present

Retired National Park Service Employee, 1973 to 2015 (Retired as Chief of Facilities Support, Southeast Region, NPS)

Personal References (list at least 3)

Trey Gaines, Executive Director, Bartow History Museum, [REDACTED]

Elizabeth Bowen, Local Attorney, [REDACTED]

Leigh Jones, Pastor, First Presbyterian Church, Cartersville, [REDACTED]

Angelica Davis, Bartow County Extension Officer, [REDACTED]

Paul Pugliese, Bartow County Extension Agent, [REDACTED]

Position Information

Board/Commission applying for: Cartersville-Bartow Library Board Member

Reason interested in position (please explain in space provided)

I believe that Public Libraries serve a crucial role in providing information and education for the public and that they form a core service in educating a town's population that is vital to engaging people in learning and education. I have served on the Friends of the Bartow County Library Board, and believe that I can expand my service to the community by serving on the Cartersville-Bartow Library Board of Directors.

JohnF(Rick)Shireman

Applicant Signature

07/22/2024

Date

Thank you for your interest in serving our community



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z24-05. 681/683 Henderson Dr. Applicant: Lehmann Smith
DEPARTMENT SUMMARY RECOMMENDATION:	The applicant is proposing the rezoning of the 1.286-acre property located at 681/683 Henderson Drive. The original structure was constructed c. 1996 and was designed for an office/warehouse use. Staff does not oppose the rezoning if the following condition is included with an approval: All G-C uses except “Construction Contractors” and “Offices, General” are prohibited. Planning Commission recommended approval.
LEGAL:	N/A

ZONING SYNOPSIS

Petition Number(s): **Z24-05**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Lehmann Smith**

Representative: **Mark Harris**

Property Owner: **Lehmann Smith**

Property Location: **681/683 Henderson Drive Tax ID C022-0004-019**

Access to the Property: **Henderson Drive**

Site Characteristics:

Tract Size: Acres: **1.286** District: **4th** Section: **3rd** LL(S): **594**

Ward: **2** Council Member: **Jayce Stepp**

LAND USE INFORMATION

Current Zoning: **O-C (Office Commercial)**

Proposed Zoning: **G-C (General Commercial)**

Proposed Use: **Construction Contracting Services**

Current Zoning of Adjacent Property:

North: **O-C**

South: **O-C (The Rock Fitness)**

East: **O-C (Rollins Child Care)**

West: **G-C**

The Future Development Plan designates the subject property as: **Highway Commercial**

The Future Land Use Map designates the subject property as: **Commercial**

Z24-05

ZONING ANALYSIS

Project Summary:

The applicant is proposing the rezoning of the 1.286 acre property located at 681/683 Henderson Drive. The original structure was constructed c. 1996 and was designed for an office/warehouse use.

The property was home to a construction company for many years. In recent years, the building has been divided to support additional occupations. Based on historic imagery, the rear of the lot has been used as a storage lot for building material. This has likely occurred for the life of the structure (c. 1996). Planning and Development is not aware of complaints from any of the neighbors regarding the business activity being conducted on the site.

The applicant proposes to rezone the property to allow outdoor storage on the lot. Currently there are (2) storage containers on the lot, as well as various other materials. Code Enforcement notified the property owner that storage containers, as well as outdoor storage is not allowed in the O-C (Office Commercial) zoning district, thus leading to this request. This request is the first step in resolution of the storage container/outdoor storage issue on the property. The applicant is also applying for a text amendment that would allow use of storage containers on lots that allow outdoor storage, provided they are screened from all rights-of way and a special use permit is approved. The text amendment and the applicants special use permit request will be before the Planning Commission on August 6th, 2024, and City Council on August 15th, 2024.

City Department Comments

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: Takes no exception.

Gas: Takes no exception.

Public Works: No comments received.

Water and Sewer: The proposed fence around the gravel area should not be constructed over the sanitary sewer easement on the side of the lot.

City of Cartersville School District: N/A.

Z24-05

Public Comments:

None Received

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
The adjacent properties are zoned and used for commercial applications. The rezoning of this property is not likely to have any effect on these properties.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public gain would be minimal. Rezoning would allow the business to continue operation.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal would permit a use that is suitable in view of the use of the adjacent residential and commercial use properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent commercial property.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does conform to the Future Development Map, and the Future Land Use Map.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

Z24-05

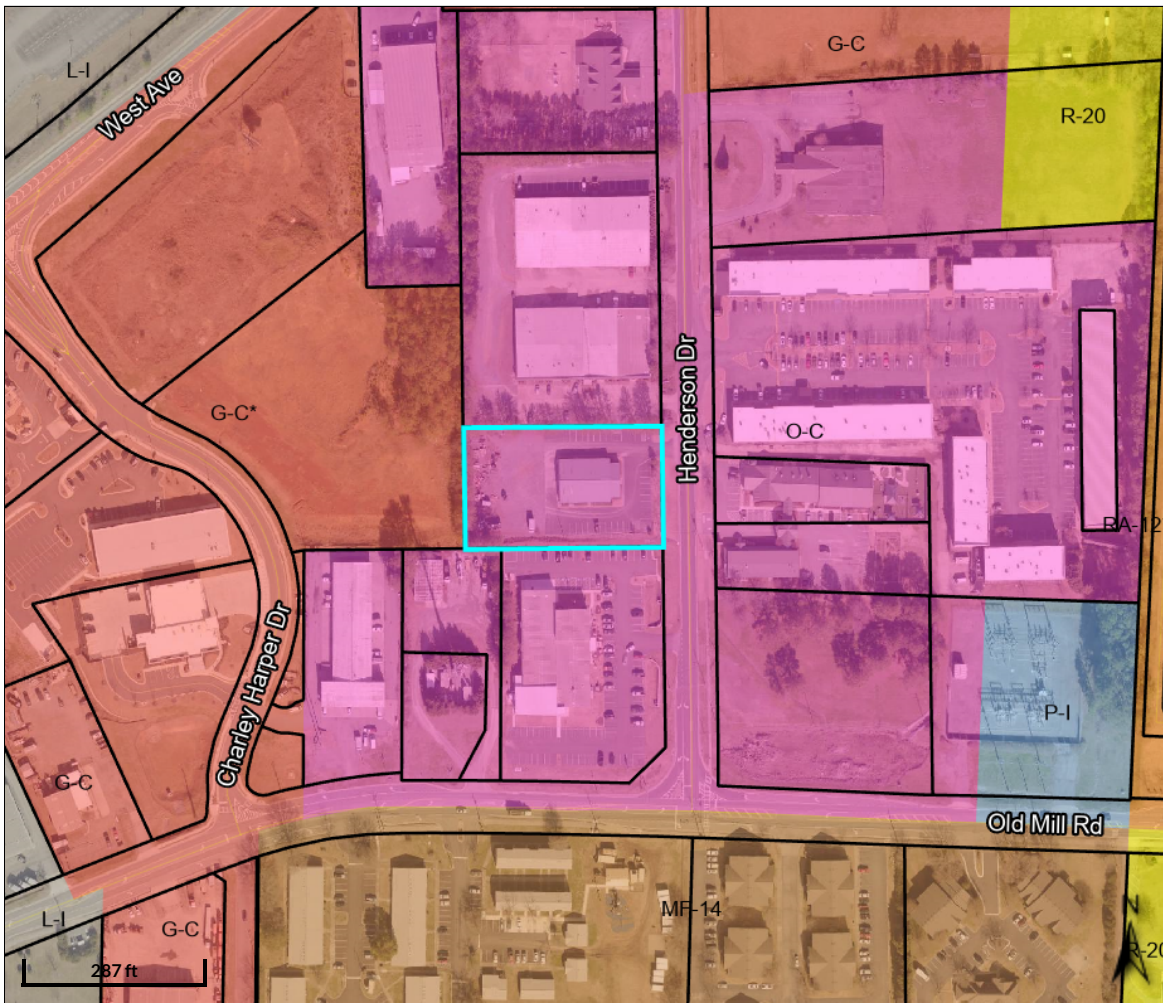
No adverse environmental impact is anticipated with rezoning or re-use of the site.

9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed zoning use should not increase the burden to streets, transportation, or utilities.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no known conditions.

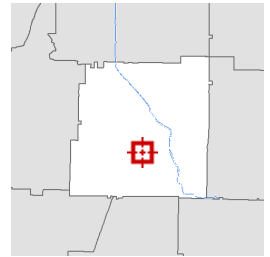
STAFF RECOMMENDATION:

Staff does not oppose the rezoning if the following condition is included with an approval:

1. All G-C uses except “Construction Contractors” and “Offices, General” are prohibited.



Overview



Legend

Parcels

Roads

Cartersville Zoning

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

Parcel ID C022-0004-019
 Sec/Twp/Rng n/a
 Property Address 683 HENDERSON DR

Alternate ID 34896
 Class Commercial
 Acreage 1.28

Owner Address SMITH L LEHMANN
 P.O. BOX 1750
 CARTERSVILLE, GA 30120

9.6.1. *G-C district scope and intent.* Regulations set forth in this section are the G-C district regulations.

The G-C district is intended to provide locations in which community and regionally-oriented retail and service activities can be established so as to best serve the community and traveling public as further described in section 3.1.19 of this chapter.

9.6.2. *Use regulations.* Within the G-C district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Adolescent treatment facilities.
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive garages.
- Automotive and truck sales or rental.
- Automotive specialty shops.
- Automotive storage yards and wrecker service.
- Barber shops and beauty salons.
- Boat sales and service.
- Bowling alleys.
- Brewpub.
- Building supply companies.
- Bus stations.
- Car washes.
- Catering, carry-out and delivery.
- Check cashing stores.
- Clinics (excludes veterinary clinic).
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU).*
- Colleges and universities.



- Construction contractors:
 - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Special trade contractors, including, but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Consumer fireworks retail sales facility.
- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).*
- Distribution centers, (not including processing, fabrication or manufacturing).
- Drive-in theaters.
- Dry cleaners.
- Farm equipment and supplies stores.
- Financial establishments.
- Fortunetellers.
- Funeral homes (crematories may be allowed in conjunction with a funeral home).
- Gymnasiums/health clubs.
- Halfway houses.
- Homeless shelters (SU).*
- Hospices.
- Hospitals.
- Hotels.
- Indoor firing range.
- Institutions of higher learning, business colleges, music conservatories, and similar institutions.
- Kennels.
- Laboratories.
- Landscaping businesses.

- Laundromats.
- Laundry/dry cleaning pick-up stations.
- Libraries.
- Medical offices.
- Manufactured home sales.
- Microbreweries (SU).*
- Motels.
- Museums.
- Nightclubs.
- Nursing home facilities.
- Offices, general.
- Office parks.
- Outdoor golf driving ranges.
- Other consumer goods and services.
- Parking garages.
- Parking lots.
- Pawn shops and/or title pawn.
- Pet grooming.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Planned shopping developments.
- Plant nurseries.
- Plumbing shops (associated with retail sales).
- Printing establishments.
- Public utility facilities.
- Pubs or taverns.
- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).*
- Repair garages, automotive.
- Repair garages, heavy equipment.
- Repair services, heavy (large appliances and similar).



- Research laboratories.
- Restaurants.
- Retail, general.
- Retail package stores (liquor).
- Retirement centers (SU).*
- Reupholstery and furniture repair shops.
- Schools, private (SU).*
- Self service storage facilities (mini-warehouses).
- Service establishments.
- Service stations.
- Skating rinks.
- Stadiums.
- Storage, general.
- Taxi stands.
- Theaters.
- Truck stops.
- Wholesale sales office.
- Wholesale trade and distribution.
- Wildlife conservation park (SU).

* Special use approval required.

B. *Accessory uses.* Structures and land may be used for uses customarily incidental to any permitted use.

9.6.3. *Development standards.*

- A. *Height regulations.* Building shall not exceed a height of sixty (60) feet or four (4) stories, whichever is higher.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Ten (10) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot area:* None.
- F. *Minimum heated floor area per dwelling unit.*
 - *3-bedroom:* Nine hundred (900) square feet.
 - *2-bedroom:* Seven hundred fifty (750) square feet.

- *1-bedroom*: Six hundred (600) square feet.
- *Studio/loft (in existing buildings)*: Four hundred fifty (450) square feet.

G. *Minimum buffer requirements.* In addition to required setbacks, a minimum twenty-five-foot wide buffer, ten (10) feet of which can be within required setback, shall be required along all property lines which abut a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.

H. *Minimum lot frontage*: One hundred ten (110) feet adjoining a street.

I. *Minimum lot width at the building line*: One hundred (100) feet.

J. *[Metal panel exterior.]* A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the G-C district, unless finished with a product consisting of brick, stone, or hard-coat stucco, with the following exception:

1. The rear wall of a metal building may be allowed to be finished with a metal panel.

K. *Accessory structure requirements.* See section 4.9 of this chapter.

L. *Other required standards.*

1. All structures associated with a kennel, or veterinary clinic shall be a minimum of one hundred (100) feet from all property lines which abut a residential district.

9.6.4. *Other regulations.* The headings below contain additional, but not necessarily all provisions applicable to the G-C district.

- City of Cartersville Landscaping Ordinance.
- City of Cartersville Sign Ordinance.

(Ord. No. 01-13, § 11, 1-3-13; Ord. No. 23-15, § 2, 7-2-15; Ord. No. 09-16(Corrected), § 1, 4-7-16; Ord. No. 02-18, § 5, 1-18-18; Ord. No. 34A-18, § 5, 12-6-18)

Application for Rezoning

City of Cartersville

Case Number

Meeting: August 15, 2024 Item 3.

Date Received: 4-23-24

Public Hearing Dates:

Planning Commission 2/9/24 5:30pm 1st City Council 2/18/24 7:00pm 2nd City Council 8/1/24 7:00pm

Applicant L. Lehmann Smith
(printed name)

Office Phone 770.382.3497

Address 681 Henderson Drive

Mobile/ Other Phone 770.387.7043

City Cartersville State GA

Zip 30120 Email lehmann@womack

Mark A. Harris

lewis@smith.com
Phone (Rep) 770.314.3145

Representative's printed name (if other than applicant)

Email (Rep) mark@handhrealty.net

Representative Signature

Applicant Signature

Signed, sealed and delivered in presence of:

Shirley Brown
Notary Public



* Titleholder L. Lehmann Smith
(titleholder's printed name)

Phone 770.387.7043

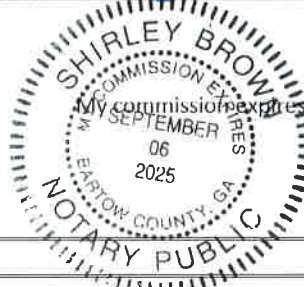
Address 681 Henderson Dr.

Email lehmann@womacklewis@smith.com

Signature Shirley Brown

Signed, sealed, delivered in presence of:

Shirley Brown
Notary Public



Present Zoning District O-C

Requested Zoning G-C

Acreage 1.286 Land Lot(s) 594 District(s) 4 Section(s) 3

Location of Property 681-683 Henderson Dr (OLD MILL) Parcel ID No. 0022-0004-019
(street address, nearest intersections, etc.)

Reason for Rezoning Request: CONFORM to surrounding zoning and land uses

(attach additional statement as necessary)

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

Case No: _____

Exhibit to: Rezoning Application for 681-683 Henderson Drive, Cartersville, GA 30120

➤ **Requirements**

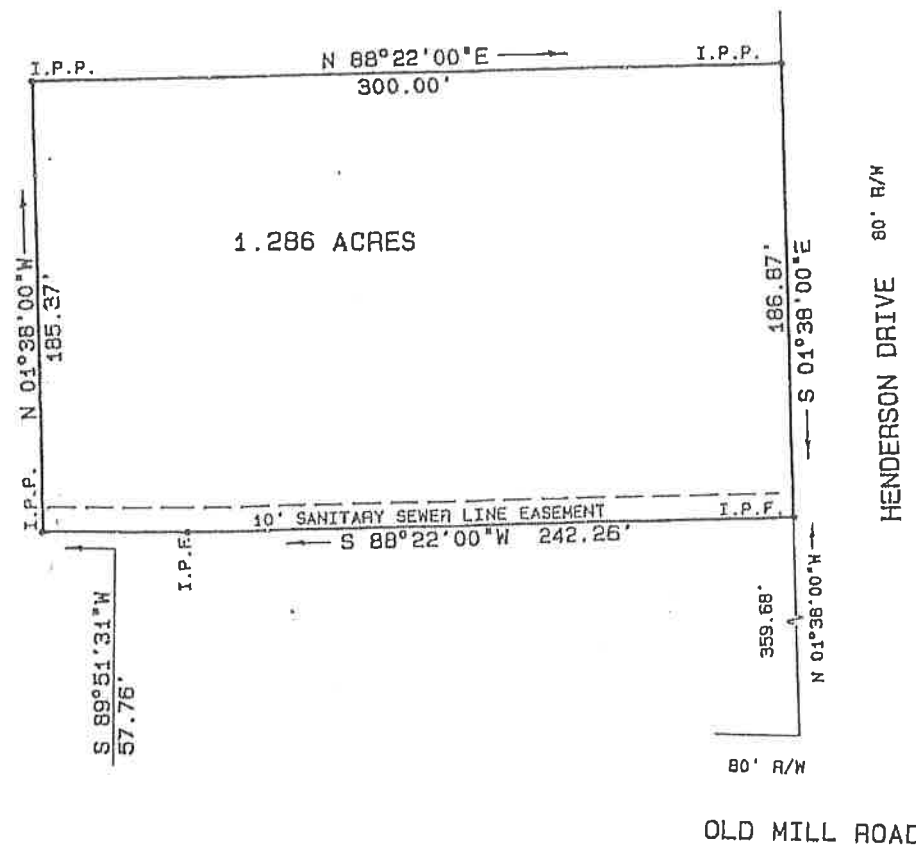
- **Existing conditions:** the property is located along the western right-of-way of Henderson Drive between Old Mill Road and West Avenue. The property is improved with a brick and metal commercial structure containing approximately 5,663 square feet constructed in 1996. This is a two-tenant building, whereby the owner occupies about half of the space and the other half is rented to a plumbing contractor. The site is level and slightly above street grade, and the building is set back approximately 60' from the right-of-way. The site immediately surrounding the building is asphalt paved with 34 striped parking spaces and site to the rear of the building is gravel with a rear setback of over 140'.
- **Proposed conditions or project:** no significant changes to the site or building are planned, other than fencing and gating the gravel area to the rear of the building.
- **Confirmation of availability of utilities:** The building is connected to all public (City of Cartersville) utilities.
- **Project meets the proposed zoning district development standards:** The property meets or exceeds the minimum zoning requirements and is similar the surrounding projects.
- **Project meets the access requirements of the City's development regulations:** The existing project is served by one curb cut entrance to Henderson Drive and there is adequate space to drive around the entire building. Front setback is about 60', the side setback is about 50' and the rear setback is about 140', all of which meet or exceed minimum standards. Insofar as we are aware the site and improvements meet or exceed the City of Cartersville's development requirements.

31P. 123

SURVEY FOR
JAMES WOMACK
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOT 594,
4th DISTRICT, 3rd SECTION,
BARTOW COUNTY, GEORGIA

Meeting: August 15, 2024 Item3.

GEORGIA, BARTOW COUNTY
CLERK'S OFFICE SUPERIOR COURT
Filed for record this 8 day of April 1988 at 11:30 A
Recorded in Plat record No. 31
Page 123 this 11 day of April 1988
GRADY JEFFERSON, Clerk.



FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 12,000 FEET
USING A GTS-2 TOPCON.
ANGULAR ERROR: 0°00'04" PER ANGLE
POINT USING A GTS-2 TOPCON.
ADJUSTED; USING THE COMPASS RULE.

A, c2657-2, p2567-4, n967.7, s928.2.
NOTE: IRON PINS ARE (1/2" RE-BAR)
EXCEPT AS SHOWN.

FLOOD HAZARD BOUNDARY MAP 0005 E
DATED JUNE 1, 1984 SHOWS THIS
PROPERTY IS NOT IN A FLOOD ZONE.

SMITH & SMITH LAND SURVEYORS, P.C.
2 SOUTH AVENUE, CARTERSVILLE, GA.
ZIP 30120 PHONE 404-382-0457

PLAT CLOSURE;
ONE FOOT IN
250,000 FEET.
AUGUST 19, 1987

MAG. NORTH

A. Lee Smith

REGISTERED LAND SURVEYOR No. 1309



R/W	RIGHT OF WAY	R	RADIUS
I.P.P.	IRON PIN PLACED	X	FENCE
I.P.F.	IRON PIN FOUND	---	LAND LOT LINE
C.M.	CONCRETE MARKER	---	CENTER LINE
CH	CHORD	---	POWER LINE
L	LENGTH OF CURVE		

0 15' 60' 90'
5' 30' 90'
SCALE 1" = 60'
FILE 265

681-683 Henderson Drive Zoning Application

Created by: H & H REALTY, LLC

Surrounding Property Owners



Parcel ID	C022-0004-019	Alternate ID	34896	Owner Address	SMITH L LEHMANN
Sec/Twp/Rng	n/a	Class	Commercial		P.O. BOX 1750
Property Address	683 HENDERSON DR	Acreage	1.28		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL594 LD4				
	(Note: Not to be used on legal documents)				

10/2012

Meeting: August 15, 2024 Item3.

Image from 10/2012

681 Henderson Dr. Absolute Plumbing, Water Heaters, and...

Rollins Child D

11/2021

Southern Heat

Meeting: August 15, 2024 Item3.

Neena's New York Style P...

Sixes Tavern

681 Henderson Dr. Absolute Plumbing, Water Heaters, and...

Rollins Child

Image from 11/2021

6/2022

Southern Heat

Meeting: August 15, 2024 Item3.

Nanna's New York Style Pizzeria

Sixes Tavern

Rollins Child

Image from 6/2022

681 Henderson Dr. Absolute Plumbing, Water Heaters, and...

Jun 14, 2024 at 12:28:23
681 Henderson Dr
Cartersville GA 30120
United States



Jun 14, 2024 at 12:28:43
681 Henderson Dr
Cartersville GA 30120
United States



Jun 14, 2024 at 12:27:00
681 Henderson Dr
Cartersville GA 30120
United States



Jun 14, 2024 at 12:27:30
681 Henderson Dr
Cartersville GA 30120
United States





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z24-06. 165 Cassville Rd. Applicant: Muhammad Chishti
DEPARTMENT SUMMARY RECOMMENDATION:	The applicant requests a change in zoning from O-C (Office Commercial) to General Commercial (G-C) to operate a liquor store in a tenant space on the property. The property is currently a service station with two (2) unused tenant spaces. Staff does not oppose the General Commercial (G-C) zoning. Planning Commission recommended approval.
LEGAL:	N/A

ZONING SYNOPSIS

Petition Number(s): Z24-06

REQUEST SUMMARY:

Muhammad Chishti, applicant, requests a change in zoning from O-C (Office Commercial) to General Commercial (G-C) to operate a liquor store in a tenant space on the property. The property is currently a service station with two (2) unused tenant spaces.

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Muhammad Chishti
Representative: None
Location: 165 Cassville Rd. (Tax ID No. C013-0001-003)
Total Acreage: .92 +/- Acres

LAND USE INFORMATION

Current Zoning: O-C (Office Commercial)
Proposed Zoning: General Commercial (G-C)
Proposed Use: Convenience Store/ Liquor Store

Current Zoning of Adjacent Property:

North: P-I (Public/Institutional)
South: L-I (Light Industrial)
East: G-C (General Commercial)
West: County A-1 (Agricultural)

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 380
Ward: 4 **Council Member:** Calvin Cooley

The Future Development Map designates adjacent properties as: Community Parks, Recreation, and Conservation and Transitional Use Area.

The Future Land Use Map designates adjacent or nearby city properties as: Commercial, Public/Institutional, and Industrial.

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception.

Fire: Takes no exception

Gas: Takes no exception

Planning and Development: Takes no exception.

Public Works: No Comments Received.

Water and Sewer: Takes no exception.

Cartersville School District: No objections.

Bartow County: NA

Public comments: None received as of 6-17-2024.

STAFF SUMMARY:

Applicant requests to rezone .92 acres (+/-) located at 165 Cassville Road (Tax ID C013-0001-003). The property is owned by Muhammad Chishti and the property is currently used as a gas station and convenience store. The existing building also has two (2) vacant suites. The owner wishes to have more available uses for the vacant suites than the O-C zoning ordinance allows, particularly the retail package store (liquor) use.

G-C, General Commercial, zoning is requested for the parcel. The existing zoning is O-C.

The property is within the FEMA floodplain. The current and proposed use are not expected to affect the floodplain unless expansion of the building footprint occurs.

STANDARDS FOR EXERCISE OF ZONING POWERS.

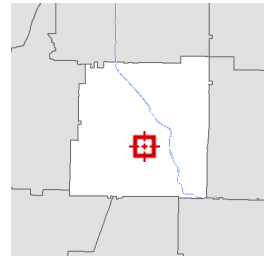
- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will not change use of adjacent properties.

- 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 property does have a reasonable economic use as currently zoned (O-C).
- 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.
- 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.
- 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 does not oppose the General Commercial (G-C) zoning.



Overview



Legend

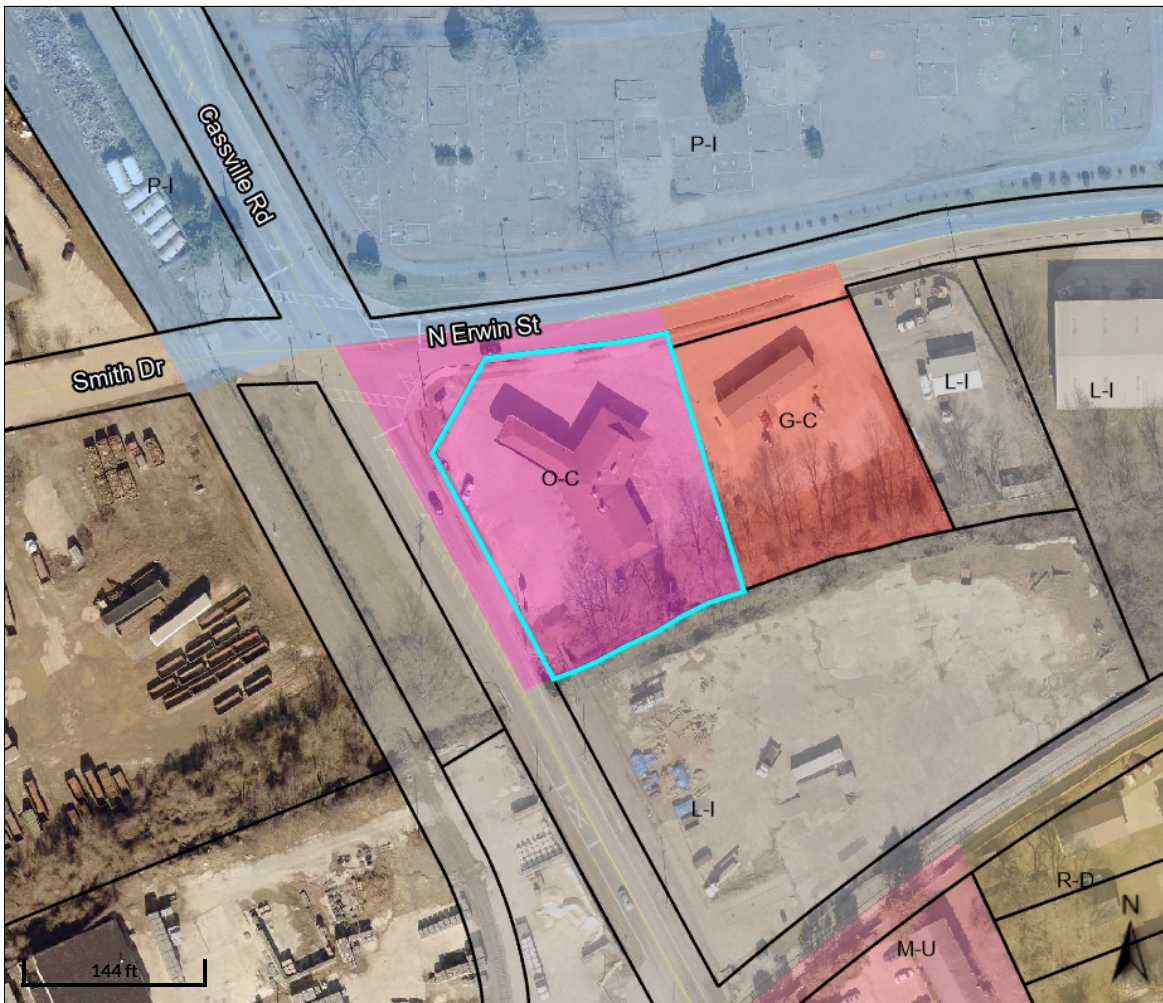
-  Parcels
-  Roads

Parcel ID	C013-0001-003	Alternate ID	33526	Owner Address	HDA PROPERTIES AND HOMES LLC
Sec/Twp/Rng	n/a	Class	Commercial		5352 SAVILLE DR
Property Address	165 CASSVILLE RD	Acreage	0.92		ACWORTH, GA 30101
District	Cartersville				
Brief Tax Description	LL 380 D 4 Short Trip Citgo				
	(Note: Not to be used on legal documents)				

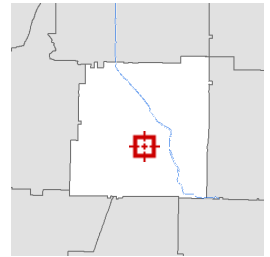
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Last Data Uploaded: 5/10/2024 11:07:36 PM

Developed by  Schneider
GEOSPATIAL



Overview



Legend

Parcels

Roads

Cartersville Zoning

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

Parcel ID C013-0001-003
Sec/Twp/Rng n/a
Property Address 165 CASSVILLE RD

Alternate ID 33526
Class Commercial
Acreage 0.92

Owner Address HDA PROPERTIES AND HOMES LLC
 5352 SAVILLE DR
 ACWORTH, GA 30101

District
Brief Tax Description

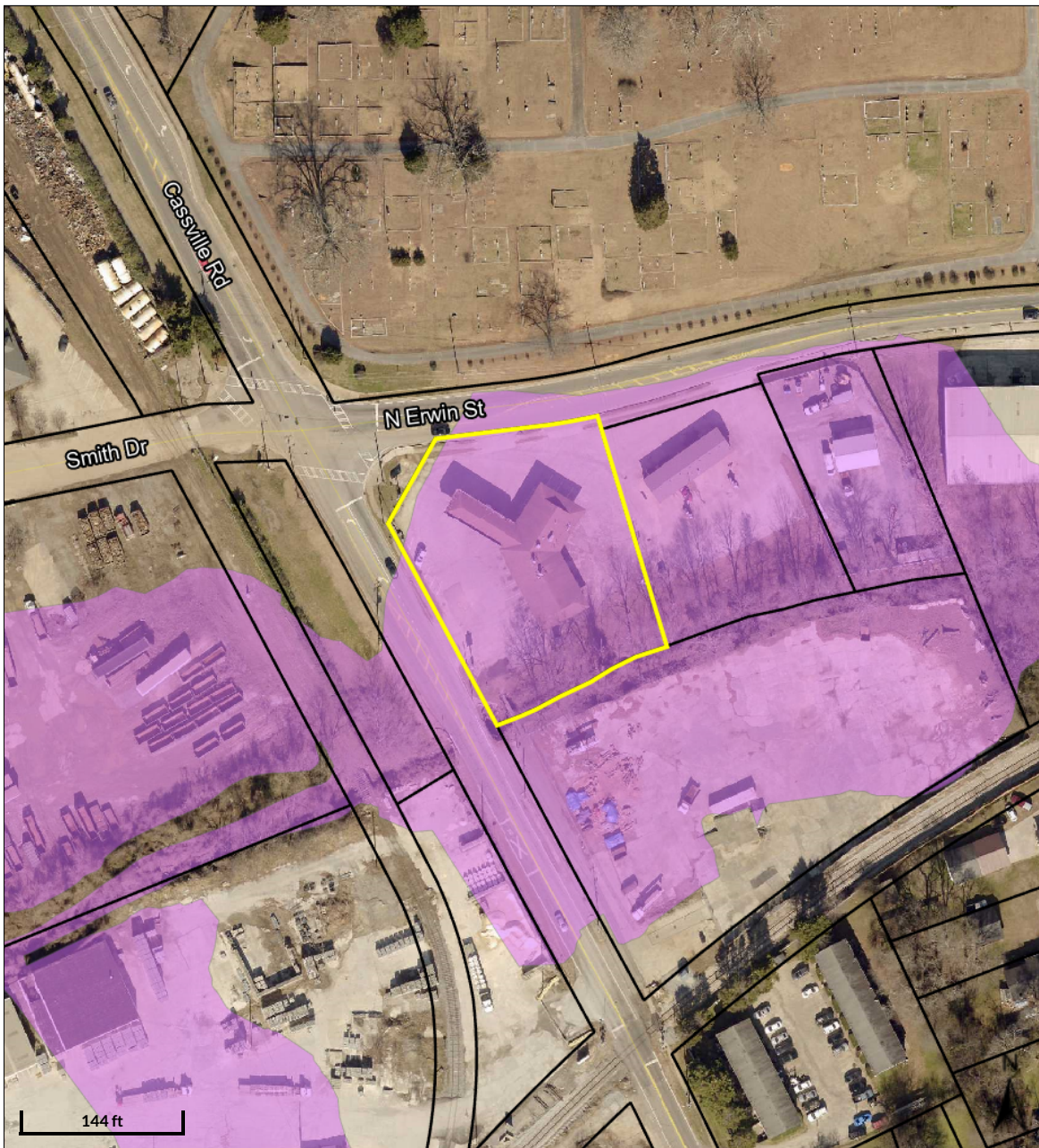
Cartersville
LL 380 D 4 Short Trip Citgo
(Note: Not to be used on legal documents)

Meeting: August 15, 2024 Item4.

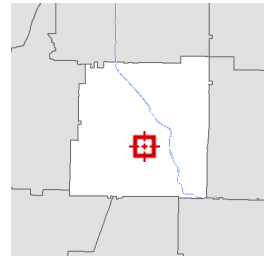
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GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads
- Flood Hazard Area**
 -  Bartow Regulatory
 -  FEMA

Date created: 6/17/2024
Last Data Uploaded: 6/14/2024 10:32:05 PM

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Application for Rezoning

City of Cartersville

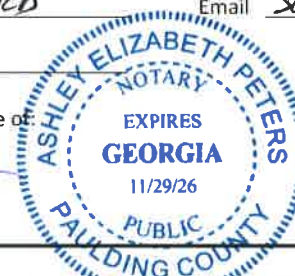
Case Number: 724-06Date Received: 4/17/24**Public Hearing Dates:**

Planning Commission July 9 5:30pm 1st City Council July 18 7:00pm 2nd City Council Aug 1 7:00pm

Applicant MUHAMMAD S CHISHTI (printed name) Office Phone 678-770-0287
 Address 165 CASSVILLE RD Mobile/ Other Phone 678-770-0287
 City CARTERSVILLE State GA Zip 30120 Email SUHAIL CHISHTI @ GMAIL . COM
 Representative's printed name (if other than applicant) _____ Phone (Rep) _____
 Email (Rep) _____
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires: 11/29/26
 Notary Public _____



* Titleholder Muhammad S Chishty (titleholder's printed name) Phone 678-770-0287
 Address 165 CASSVILLE RD Email SUHAIL CHISHTI @ GMAIL . COM
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires: 11/29/26
 Notary Public _____



Present Zoning District OC Requested Zoning GC
 Acreage _____ Land Lot(s) _____ District(s) _____ Section(s) _____
 Location of Property: 165 CASSVILLE RD CARTERSVILLE, GA Parcel ID No. C013001003
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: IN ORDER TO OPEN UP A DIFFERENT BUSINESS WHICH FALLS UNDER GC ZONING.
 (attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 4-17-24

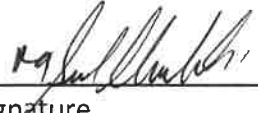
Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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

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

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



 Signature

4/17/24

 Date

Muhammad S Church

 Print Name

BK:3514 PG:31

EXHIBIT "A"

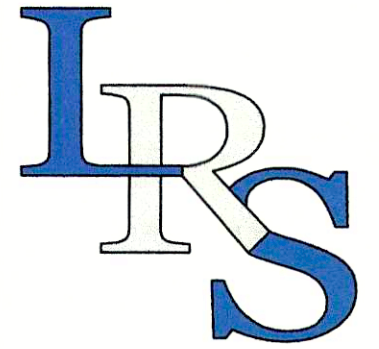
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in land lot 380, 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the easterly right of way line of Cassville Road (a 60 foot right of way) and the southerly right of way line of North Erwin Street (a 40 foot right of way), thence running along the southerly right of way line of North Erwin Street North 20 degrees 13 minutes 51 seconds East a distance of 47.27 feet to a point; thence continuing along the southerly right of way line of North Erwin Street North 81 degrees 10 minutes 13 seconds East a distance of 173.61 feet to a point; run thence South 15 degrees 09 minutes 17 seconds East a distance of 201.75 feet to a point; run thence South 68 degrees 03 minutes 02 seconds West a distance of 51.28 feet to a point; run thence South 60 degrees 49 minutes 25 seconds West a distance of 99.02 feet to a point located on the easterly right of way line of Cassville Road; thence North 29 degrees, 38 seconds, 17 seconds West along the easterly right of way line of Cassville Road a distance of 219.59 feet to the POINT OF BEGINNING.

The above courses and distances are taken from that certain survey for Dabbs Properties, Inc. and Robert Dabbs dated October 31, 1995, prepared by Johnny R. Knight, Georgia Registered Land Surveyor number 1917.

165 Cassville Rd
Cartersville, GA 30120



LRS Surveying LLC

25 Maple Ridge Dr. Suite A
Cartersville, GA. 30121
Tel: (770) 235-3610

email: LShelton@LRSsurveying.com
GA Land Survey Firm # LSF001008

Client

Suhail Chishti

REVISIONS

No	Revision	Date
1		
2		
3		
4		
5		
6		
7		
8		

© Copyright 2024 LRS Surveying LLC
This drawing is the property of LRS Surveying and is intended only for the client named above.

Retracement Survey

165 Cassville Road
Cartersville, Ga. 30120

Tax Parcel
C013-0001-003

Land Lot 380

4th District, 3rd Section
Bartow County, Georgia

Date: 5/9/24
Scale: 1"=30'
Surveyed By: S.S.
Drawn By: L.R.S./D.S.
Checked By: L.R.S.
Project No. 24-048
DWG. No. 24-048
FBK. No. N.A.

SURVEYOR'S CERTIFICATE



LEWIS R. SHELTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2971

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 herein. 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 15-8-67.

1 OF 1

RESERVED FOR THE CLERK OF THE SUPERIOR COURTS

NOTES

- THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY OR RESTRICTIONS WHICH ARE NOT RECORDED OR WOULD BE DISCLOSED BY AN ACCURATE AND CURRENT TITLE SEARCH, OR OTHERWISE KNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
- THE PURPOSE OF THIS SURVEY IS TO RETRACE THE PROPERTY DESCRIBED IN DEED BOOK 3514 PAGE 31 BARTOW COUNTY RECORDS.
- BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED WITHIN A HIGH RISK AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF BARTOW COUNTY, GEORGIA AS SHOWN ON COMMUNITY PANEL NO. 13015C0266H DATED 10/5/2018.

ABBREVIATIONS

DB DEED BOOK P/L PROPERTY LINE
PG. PAGE PB PLAT BOOK
R/W RIGHT OF WAY N/F NOW OR FORMERLY
B.S.L. BUILDING SETBACK LINE

PROPERTY CORNERS

#4 R.S. ● #4 REBAR SET
#4 R.F. ○ #4 REBAR FOUND
N.F. △ NAIL FOUND
C.M.F. ☒ CONC. MONUMENT FOUND

SYMBOLS

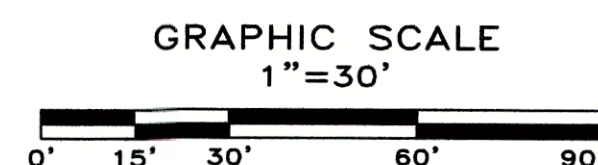
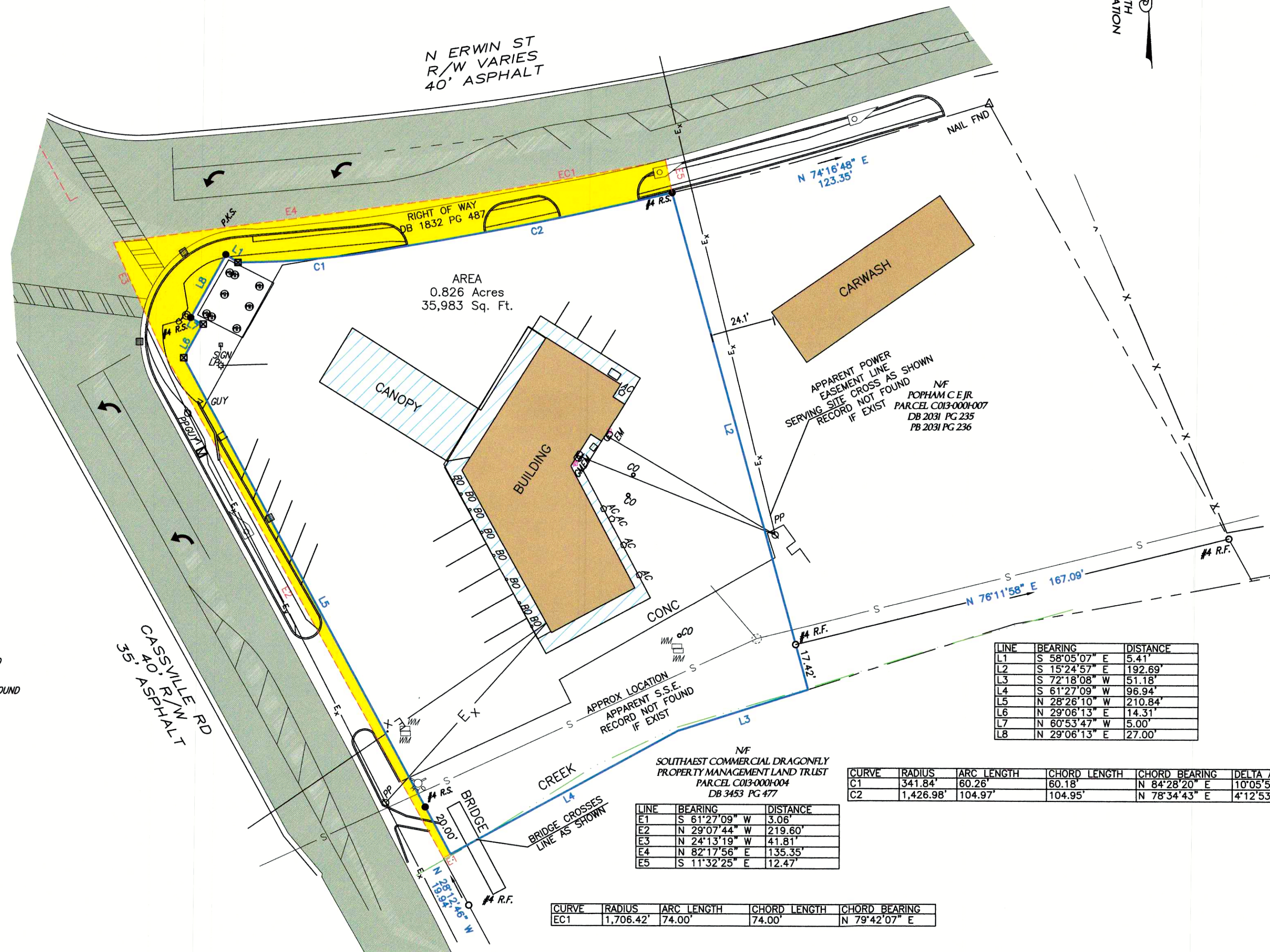
○ CLEANOUT (CO)
⊗ FIRE HYDRANT (FH)
⊕ WATER VALVE (WV)
⊕ WATER METER (WM)
⊕ GAS METER (GM)
☎ TELEPHONE BOX (TELB)
⊕ POWER POLE (PP)
⊕ LIGHT POLE (LP)
⊕ POWER BOX (PB)
⊕ ELECTRIC METER (EM)
⊕ GUY WIRE (GUY)
⊕ SINGLE WING CATCH BASIN (SWCB)

LINE TYPES

— SUBJECT PROPERTY LINE
- - - ADJACENT PROPERTY LINE
E_x OVERHEAD ELECTRIC LINE
G_x UNDERGROUND GAS LINE
UE UNDERGROUND ELECTRIC
X FENCE LINE
S SEWAGE
SD STORM DRAIN
G_x OVERHEAD COMMUNICATION
CU UNDERGROUND COMMUNICATION
- - - LAND LOT LINE
W WATER LINE

TECHNICAL DATA

DATE OF FIELD SURVEY: 4-10-24 & 5/8/24
EQUIPMENT USED: CARLSON BRx7 (BASE & ROVER, RTK)
CARLSON CR2 ROBOTIC TOTAL STATION
PRECISION: BASED ON REDUNDANT MEASUREMENTS FIELD DATA
AS A PRECISION OF (±0.04)
PLAT CLOSURE: 1:144,128



Jun 14, 2024 at 11:41:33
165 Cassville Rd
Cartersville GA 30120
United States



Jun 14, 2024 at 11:41:17
165 Cassville Rd
Cartersville GA 30120
United States



Jun 14, 2024 at 11:40:30
165 Cassville Rd
Cartersville GA 30120
United States



Jun 14, 2024 at 11:40:30
165 Cassville Rd
Cartersville GA 30120
United States



Jun 17, 2024 at 12:25:38
165 Cassville Rd
Cartersville GA 30120
United States



CITY OF CARTERSVILLE
ZONING NOTICE

CASE NO. 224-06

APPLICATION HAS BEEN MADE FOR
REZONING OF THIS PROPERTY
FROM O-C TO G-C

PLANNING COMMISSION MEETING
AT 5:30 P.M. ON 7-9-2024

CITY COUNCIL FIRST READING
AT 7:00 P.M. ON 7-18-2024

CITY COUNCIL SECOND READING
AT 7:00 PM ON 8-1-2024

HEARINGS TO BE HELD AT CITY HALL
10 NORTH PUBLIC SQUARE

FOR ADDITIONAL INFORMATION
CONTACT PLANNING AND DEVELOPMENT
DEPT. AT 770-387-5600



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T24-03. Applicant: Flournoy Holdings, LLC
DEPARTMENT SUMMARY RECOMMENDATION:	Text Amendment to Chapter 20, Signs and Outdoor advertising, Article II, Sign Ordinance, Sec. 20-29 (b) (1)(f), Billboards, to amend the text from: (f): Shall not be visible from or located along Interstate Highway 75 To: (f) Shall be setback at least six hundred sixty-one (661) feet from right-of-way of Interstate 75. Staff is/is not opposed to the amendment. Planning Commission vote 2-1-1. Motion failed due to lack of votes.
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino, David Hardegree, and Zack Arnold

Date: June 17, 2024

Re: *Text Amendment T24-03. Amendment to Chapter 20, Signs and Outdoor advertising, Article II, Sign Ordinance, Sec. 20-29, Billboards*

Text Amendment to Chapter 20, Signs and Outdoor advertising, Article II, Sign Ordinance, Sec. 20-29 (b)(1)(f), Billboards, to add:

“(f). Shall be set back at least six hundred and sixty one (661) feet from the right-of-way of Interstate Highway 75.”

This amendment would permit the applicant to install static billboard at 2337 Hwy 411.

The closest billboards to this proposed area are at 2197 Hwy 411 (Christian Fellowship Church) which is approximately 2,600 feet to the south, and at 2471 Hwy 411 (Sunoco Gas Station) which is approximately 2,760 feet to the north. Both are static billboards. The billboard at 2471 Hwy 411 (Sunoco Gas Station) is visible from Interstate Highway 75, but pre-dates the zoning ordinance, therefore it is in a “legal non-conforming” status.

Staff is not opposed to the amendment.

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

Case Number: 124-03
 Date Received: 5-24-23

Public Hearing Dates:

Planning Commission July 7th 5:30pm 1st City Council July 18th 7:00pm 2nd City Council Aug 1, 2024 7:00pm

APPLICANT INFORMATION

Applicant <u>Rich Flournoy</u> (printed name)		Office Phone _____	
Address <u>175 Pine Grove Rd - Suite 125</u>		Mobile/ Other Phone <u>770-815-8599</u>	
City <u>Cartersville</u>	State <u>GA</u>	Zip <u>30120</u>	Email <u>Richard@flournoyholdings.com</u>
Representative's printed name (if other than applicant) <u>Jack Howard</u>		Phone (Rep) <u>719-323-7467</u>	
Representative Signature <u>[Signature]</u>		Email (Rep) <u>Jack@flournoyholdings.com</u>	
Applicant Signature <u>[Signature]</u>		My commission expires: <u>11/14/2026</u>	
Signed, sealed and delivered in presence of <u>[Signature]</u> Notary Public			

1. Existing Text to be Amended:

Article II, Section 20-29, Subsection (b)(1)(f)

Existing Text Reads as Follows: "Shall not be visible from or located along Interstate Highway 75"

2. Proposed Text:

Proposed Text Reads as Follows: "Shall be set back at least six hundred and sixty one (661) feet from right-of-way of Interstate Highway 75"

(Continue on additional sheets as needed)

3. Reason(s) for the Amendment Request: The existing section 20-29 (b)(1)(f) was implemented over twenty years ago and the reasoning behind the verbiage was to preserve the veiwscope of the city. However, the current verbiage of "visible from or located along" presents a subjective and arbitrary criterion that creates a grey area within the city ordinance. There currently is not a clear definition for "along" or "visible" form I-75. Regarding being "visible" from I-75, does that mean the billboard face/advertisement cannot be read or visible from I-75 or does it refer to any part of the
(Continue on additional sheets as needed)

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

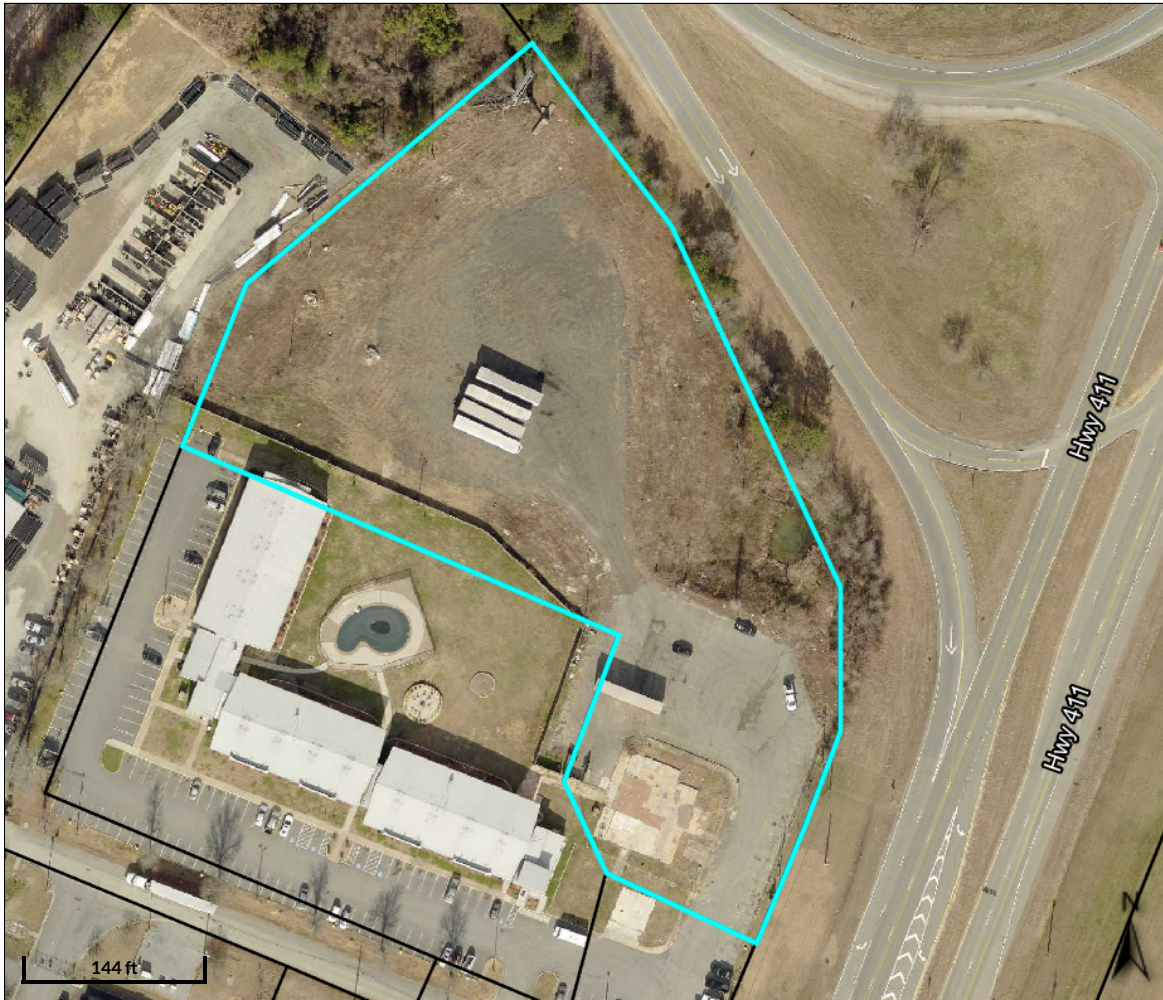
Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2nd Floor. Cartersville, GA 30120.

Requirements

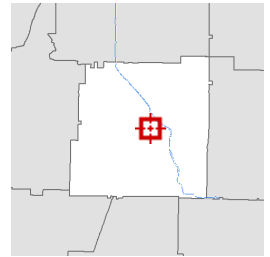
- 1. Completed Application:** Include all signatures. Complete items 1, 2 and 3.
- 2. Filing Fee:** A non-refundable filing fee of \$400.00 must accompany the completed application.
- 3. Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of \$50.00 which covers the cost of the newspaper ad and Publication affidavit.
- 4. Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

Text Amendment – Section 3 Continued

billboard structure itself. Additionally, by not defining the terms “along” and “visible”, it is currently not possible to apply for a variance. The Georgia Outdoor Advertising Control Act 32-6-72/73 uses a distance of six hundred sixty (660) feet from the nearest right-of-way as a delineating criteria for billboards along Interstate Highway 75. This distance was established based off a study that was performed by the DOT that determined the distance at which the human eye could read a six hundred (600) square foot billboard face while traveling along the highway. By amending the text to “shall be set back at least six hundred and sixty one (661) feet from right-of-way of Interstate Highway 75,” the city is now equipped with a structured criteria to enforce. Furthermore, the original intent of preserving the view scape of the city will still be met when you couple in the additional ordinances of height and billboard face square footage restrictions.



Overview



Legend

-  Parcels
-  Roads

Parcel ID	C049-0004-007	Alternate ID	36461	Owner Address	FLOURNOY HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	Commercial		PO BOX 2737
Property Address	2337 HWY 411	Acreage	3.75		CARTERSVILLE, GA 30121
District	Cartersville				
Brief Tax Description	LL 238 239 D5 TR 1 PLAT 59-283				
	(Note: Not to be used on legal documents)				

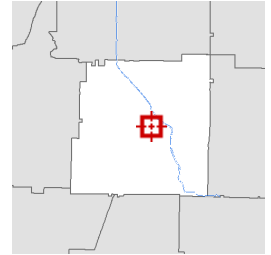
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Developed by 



Overview



Legend

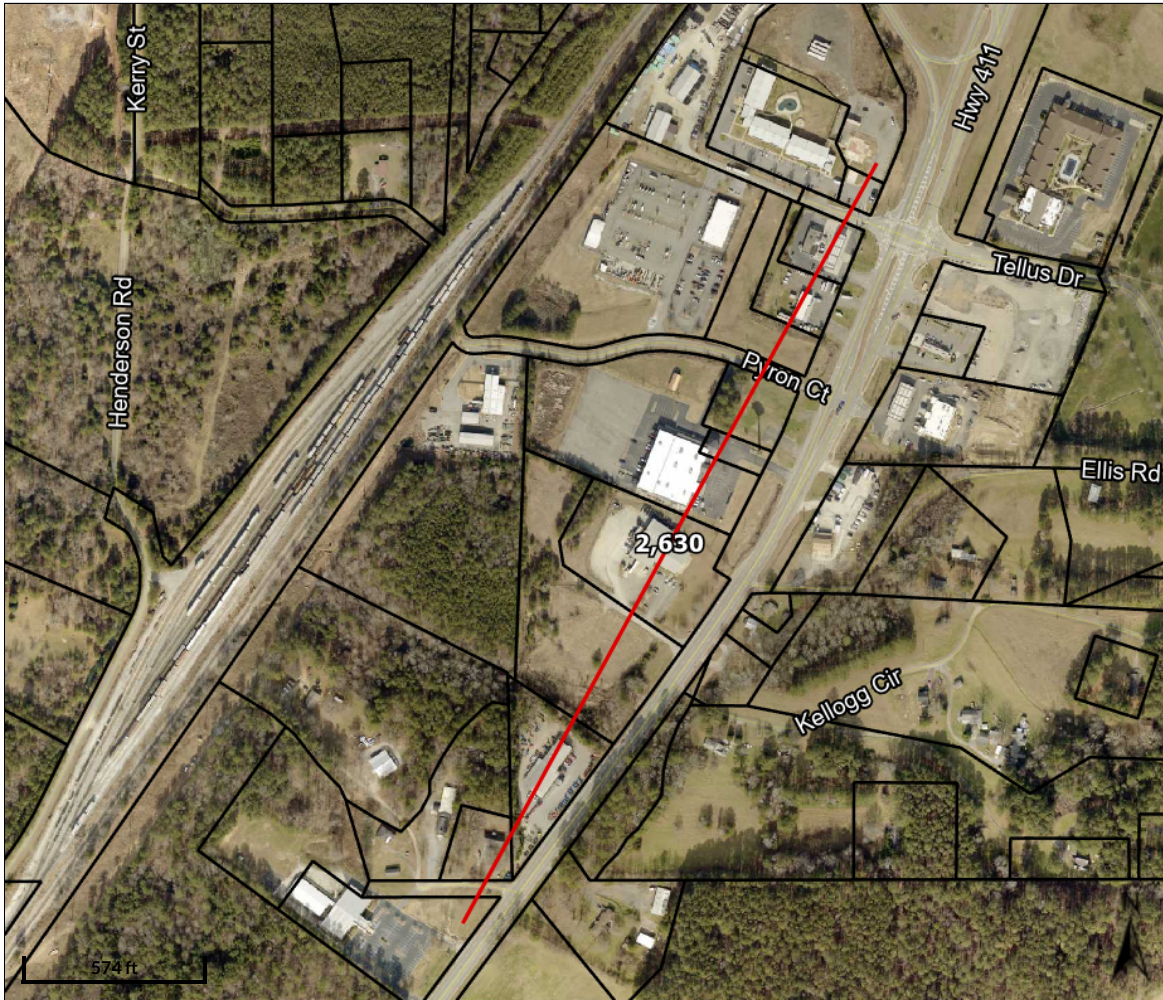
-  Parcels
-  Roads

Parcel ID	C052-0002-002	Alternate ID	36471	Owner Address	US 411 LLC
Sec/Twp/Rng	n/a	Class	Commercial		11 WOODLAND DRIVE
Property Address	2471 HWY 411	Acreage	0.85		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL266 D5 S3 Sunoco				
	(Note: Not to be used on legal documents)				

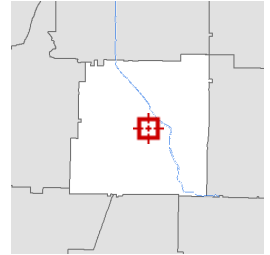
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Last Data Uploaded: 6/17/2024 10:23:44 PM

Developed by 



Overview



Legend

- Parcels
- Roads

Parcel ID	C052-0002-002	Alternate ID	36471	Owner Address	US 411 LLC
Sec/Twp/Rng	n/a	Class	Commercial		11 WOODLAND DRIVE
Property Address	2471 HWY 411	Acreage	0.85		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL266 D5 S3 Sunoco				
	(Note: Not to be used on legal documents)				

Date created: 6/18/2024

Last Data Uploaded: 6/17/2024 10:23:44 PM

Developed by 

PROPERTIES THAT WOULD BE ELIGIBLE FOR BILLBOARDS IN RED IF T24-03 WAS APPROVED.

Legend

- Buffer, 661ft
- Buffer, Portion of Parcels Inside
- Buffer, Cartersville Parcels
- Cartersville City Limits

Sec. 20-29. Billboards.

- (a) Billboards shall be allowed, in addition to freestanding signs, on nonresidential use properties adjacent to only the following roads:
- (1) State Route 20.
 - (2) U.S. 41 and corresponding frontage roads.
 - (3) U.S. 411 and corresponding frontage roads.
 - (4) West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).
 - (5) State Route 113 (beginning at the centerline of the I-75 right-of-way intersection with the GA Hwy. 113 centerline and continuing west a distance of two thousand seven hundred (2,700) feet radially; provided however, that this section shall supersede any conditions placed on billboards in this geographic location).
- (b) Billboards require a permit to be erected, and shall comply with the following regulations:
- (1) *General standards.*
 - a. Shall be allowed a maximum sign area of three hundred (300) square feet.
 - b. Shall not exceed a height of thirty (30) feet. Height shall be measured from the nearest road grade elevation.
 - c. Shall be set back at least fifty (50) feet from the right-of-way of a public street or highway and twenty-five (25) feet from all property lines and buildings on the site.
 - d. Shall be a minimum of five hundred (500) feet from a residential zoning district.
 - e. Shall be a minimum of one thousand five hundred (1,500) feet from all other billboards. Distance shall be measured from one (1) billboard to another on the same road.
 - f. ~~Shall not be visible from or located along Interstate Highway 75.~~
 - f. Shall be set back at least six hundred and sixty-one (661) feet from the right-of-way of Interstate Highway 75.
 - g. Shall not be attached to or painted directly on any building or any other natural or manmade structure or object other than the supporting structure specifically built for said sign.
 - (2) *Electronic billboards.*
 - a. Billboards which are directly illuminated, exhibit animation, blink, change copy, display moving pictures or images, flash, contain light emitting diode (LED), and/or contain liquid crystal display (LCD) shall be prohibited except when located adjacent to one (1) of the following roads:
 1. State Route 20.
 2. U.S. 41 and corresponding frontage roads.
 3. U.S. 411 and corresponding frontage roads.
 4. West Avenue (beginning at, and including, the intersection with Henderson Drive and running southwest).
 5. State Route 113 (beginning at the centerline of the I-75 right-of-way intersection with the Georgia Highway 113 centerline and continuing west a distance of two thousand seven

hundred (2,700) feet radially; provided however, that this section shall supersede any conditions placed on billboards in this geographic location).

6. Old Mill Road (beginning at the centerline of the Old Mill Road right-of-way intersection with the Erwin Street center line and continuing west a distance of one thousand (1,000) feet. Applicable to billboard signs existing as of July 26, 2022).
 - b. Shall be a minimum of five thousand (5,000) feet from all other electronic billboards and a minimum of one thousand five hundred (1,500) feet from nonelectronic billboards.
 - c. Any permit for an electronic billboard shall include a maximum number of displays per cycle for the structure. No more than six (6) displays per minute shall be allowed, and each display shall not change more frequently than once every ten (10) seconds.
 - d. Such displays shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images. In any event, such billboards may not have movement, or the appearance of or illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating, or varying of light intensity.
 - e. All such billboards shall be programmed to automatically freeze in a single display in the event of a malfunction or computer/system error.
 - f. The planning and development department shall be provided with an on-call contact person and phone number for each permitted electronic billboard. The contact person must have the ability and authority to make immediate modifications to the displays and lighting levels should the need arise. In the event the contact person is unobtainable or unresponsive, the permit holder grants to the planning and development department the authority to access and disable the sign in cases of emergency or when the sign poses a threat to public safety.
- (3) *Nonconforming billboards.* Billboard signs legally existing on the date of adoption of this article may be continued even though such signs do not conform to this provision. Such nonconforming signs shall not be expanded, relocated or replaced by another nonconforming sign, except that the substitution of interchangeable poster panels, painted boards or demountable material on nonconforming signs shall be allowed. No such nonconforming sign shall continue after the discontinuance of the nonconforming use for a period of six (6) months.

(Ord. No. 26-12, 5-3-12; Ord. No. 29-18, § 1, 11-1-18; Ord. No. 20-22, § 1, 10-6-22)



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Electric Rates
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is proposing an adjustment to the structure of the Distributed Generation Rider, DGR-1 based on an analysis of costs by staff. The proposed changes include a restructuring of the rates and charges associated with future distributed generation installations, which bring them into alignment with the structure utilized in all other non-distributed generation rates and charges by the City. These changes are recommended for your approval.
LEGAL:	Reviewed by Archer & Lovell

Sec. 24-261. Distributed generation rider, DGR-1.

- (a) *Effective date.* Bills rendered on or after July 18, 2019.
- (b) *Availability.* Applicable to customers in all areas served by the Cartersville Electric System (the utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.
- (1) A distributed generation facility must:
- Be owned (or leased) and operated by an existing customer for production of electric energy;
 - Be connected to and/or operate in parallel with the utility's distribution facilities;
 - Be intended primarily to offset part or all of the customer's generator's requirement for electricity; and
 - Have peak generating capacity of not more than ten (10) kW for residential applications and not more than one hundred twenty-five (125) percent of actual or expected maximum annual peak demand of the premises for commercial applications.
 - Be installed on the customer side of the meter.
- (c) *Monthly metering charge.*
- (1) Bi-directional metering charge \$4.50 per month
- (2) The City of Cartersville Electric System will install bi-directional metering for all applicable Customers. All incremental costs for metering and associated equipment (e.g. poly-phase meters, trans-sockets, dual-gang sockets, etc.) and interconnection costs will be paid by the Customer at the time service is initiated under this policy. Additionally, Customer agrees to pay a monthly metering charge as outlined above.
- Bi-directional metering is defined as measuring the amount of electricity supplied by the utility and the amount fed back to the City by the Customer's distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the City on the Customer's side of the Customer's meter.
- (d) *Monthly Rate.* The utility requires each customer with a distributed generation facility to pay the following monthly rate that shall supersede the specific charges (Administrative, Demand, Energy) under the standard service rate tariff.
- Availability, Applicability, and Type of Service shall remain the same.
- Minimum monthly bill: Administrative Charge, plus Demand Charge, plus any applicable riders
- Billing Demand: customer's metered demand in the current billing month.
- (If existed) Reactive Demand, Term, and Terms and conditions shall remain the same.
- Mandatory riders and optional riders will continue to apply to the monthly bill.
- (1) DIVISION 21. - MEDIUM ECONOMIC DEVELOPMENT; TARIFF MED-6
- Administrative Charge: \$250.00
 - Demand Charge: \$10.50 per kW of billing demand
 - Energy Charge:
- Consumption (kWh) not greater than two hundred (200) hours times the billing demand: 4.85 ¢/kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand: 4.20 ¢/kWh

All consumption (kWh) in excess of four hundred (400) hours times the billing demand: 3.80 ¢/kWh

(2) DIVISION 22. - RESIDENTIAL POWER SERVICE; TARIFF RP-5

- a. Administrative Charge: \$25.00
- b. Demand Charge: \$7.60 per kW of billing demand
- c. Energy Charge:
All kWh: 5.00 ¢/kWh

(3) DIVISION 23. – CITY GOVERNMENT SERVICE; TARIFF CG-4

- a. Administrative Charge: \$75.00
- b. Demand Charge: \$10.00 per kW of billing demand
- c. Energy Charge:
All kWh: 5.50 ¢/kWh

(4) DIVISION 24. - SMALL POWER SERVICE; TARIFF SP-4

- a. Administrative Charge: \$75.00
- b. Demand Charge: \$10.00 per kW of billing demand
- c. Energy Charge:
All kWh: 5.50 ¢/kWh

(5) DIVISION 25. - MEDIUM POWER SERVICE; TARIFF MP-4

- a. Administrative Charge: \$75.00
- b. Demand Charge: \$10.00 per kW of billing demand
- c. Energy Charge:
All kWh: 5.50 ¢/kWh

(6) DIVISION 26. - LARGE POWER SERVICE; TARIFF LP-5

- a. Administrative Charge: \$250.00
- b. Demand Charge: \$12.00 per kW of billing demand
- c. Energy Charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand: 4.72 ¢/kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand: 3.80 ¢/kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand: 3.40 ¢/kWh

All consumption (kWh) in excess of six hundred (600) hours times the billing demand: 2.60 ¢/kWh

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

- a. Administrative Charge: \$350.00
- b. Demand Charge: \$16.00 per kW of billing demand
- c. Energy Charge:
 - Consumption (kWh) not greater than two hundred (200) hours times the billing demand: 4.65 ¢/kWh
 - Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand: 3.20 ¢/kWh
 - Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand: 3.00 ¢/kWh
 - All consumption (kWh) in excess of six hundred (600) hours times the billing demand: 2.60 ¢/kWh

(8) DIVISION 29. - SMALL GENERAL SERVICE; SG-3

- a. Administrative Charge: \$25.00
- b. Demand Charge: \$7.60 per kW of billing demand
- c. Energy Charge: 5.00 ¢/kWh

(9) DIVISION 35. - EXTRA EXTRA LARGE POWER SERVICE; TARIFF XXL-1

- a. Administrative Charge: \$350.00
- b. Demand Charge: \$16.00 per kW of billing demand
- c. Energy Charge:
 - Consumption (kWh) not greater than two hundred (200) hours times the billing demand: 4.65 ¢/kWh
 - Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand: 3.20 ¢/kWh
 - Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand: 3.00 ¢/kWh
 - All consumption (kWh) in excess of six hundred (600) hours times the billing demand: 2.60 ¢/kWh

(e) *Energy Buy-back and Payment for Excess Energy.*

- (1) The utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all customers equals the percentage of the utility's annual peak demand in the previous year as set forth in DG Act. Additional energy may be purchased by the utility at its sole discretion at a cost agreed to by it and the customer provider. The utility shall at no time be required to purchase energy from customers in excess of amounts required by the DG Act.
- (2) *Bi-directional metering.*

- a. When electricity supplied by the utility exceeds electricity generated by the customer's distributed generation, the electricity shall be billed by the utility in accordance with the applicable tariff(s).
 - b. When electricity generated by the customer's distributed generation system exceeds electricity supplied by the utility, the customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the utility's avoided energy cost.
- (3) *Avoided energy cost.* Payments by the utility to the customer for the billing period metered avoided energy kWh's will be computed by the utility in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the utility's wholesale energy provider.
- (f) *Safety, power quality, and interconnection requirements.*
 - (1) The customer shall be responsible for ensuring a safe and reliable interconnection with the utility and all costs incurred therein. The utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the customer to the utility's distribution system:
 - a. Application for interconnection of distributed generation facility;
 - b. Interconnection agreement;
 - c. Electrical power exchange agreement.
 - (2) The provisions in all documents outlined above are incorporated into this tariff in their entirety. For the avoidance of doubt, customer shall be deemed to have agreed to such provisions by applying for service under this tariff.
 - (3) The utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all customers equals the percentage of the utility's annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the utility at its sole discretion at a cost agreed to by it and the customer provider. The utility shall at no time be required to purchase energy from customers in excess of amounts required by the DG Act.
 - (4) The utility reserves the right to separate the customer generator's equipment from city lines and facilities when, in the utility's judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the utility shall promptly notify the customer generator so that any unsafe condition can be corrected.

(Ord. No. 05-17, § 1, 2-16-17; Ord. No. 31-19, § 1, 8-1-19)



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Water Storage Intergovernmental Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	In order to finalize the Water Storage Re-Allocation agreement with the U.S. Army Corps of Engineers, both the State and the Corps require that an inter-governmental agreement be executed between the City of Cartersville and Bartow County. This agreement sets forth the method by which the City and County agree to share the water storage volume and the costs of such storage, related only to the 11,327.2 acre-feet of new storage. Bartow County previously approved this agreement at the Commissioner's July 17, 2024, public meeting, and I recommend the City's approval likewise. If approved, the agreement will be updated with the referenced Federal and State Storage Contracts, once they are fully executed.
LEGAL:	Reviewed by City Attorney

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “*Agreement*”) is made and entered into as of July 17, 2024 (“*Effective Date*”), by and between **BARTOW COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“*County*”), and the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation of the State of Georgia (“*City*”).

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts (“*Intergovernmental Contracts Clause*”); and

WHEREAS, the Intergovernmental Contracts Clause provides that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, County and City both obtain water supply from Allatoona Lake, a federal reservoir owned and operated by the United States Army Corps of Engineers; and entities that directly utilize federal reservoirs for this purpose are required to enter into contracts with the United States of America to secure and pay for the right to do so; and

WHEREAS, City has preexisting water storage and withdrawal rights in Allatoona Lake under two contracts made in 1966 and 1991 between City and the Department of the Army (“*Preexisting Water Rights*”); and

WHEREAS, under the authority provided in the Intergovernmental Contracts Clause, County and City entered into that certain Water Agreement dated as of March 16, 2023, pursuant to which the parties established service territories for each party’s water system and agreed upon terms for the sale and delivery by City of potable water, supplied through City’s Preexisting Water Rights, to County and County’s right to purchase such water and services from City (the “*Water Supply Agreement*”); and

WHEREAS, the Army Corps of Engineers on August 27, 2021, issued a Record of Decision (“*ROD*”) authorizing a new storage contract, which grants the State of Georgia (“*State*”) the right to utilize 14,159 acre-feet of storage space in Allatoona Lake to store municipal and industrial water supply for County and City; and

WHEREAS, the State will be entering into an agreement with the Department of the Army in substantially the form attached hereto as **Exhibit “A”** (the “*Federal Contract*”), to secure for County and City the joint right to utilize Allatoona Lake for water supply as provided in the ROD; and

WHEREAS, the State seeks to enter into a subagreement with County and City in substantially the form attached hereto as **Exhibit “B”** (the “*State Contract*”), to authorize County

and City to jointly utilize as “User” 11,327.2 acre-feet (“**New Storage**”) of the storage space made available by the Federal Contract and to be reimbursed for an appropriate share of the payments made by State to the United States under the Federal Contract, which payments include: the “First Cost of Storage”, “Repair, Rehabilitation, and Replacement Costs” (hereinafter called “**RR&R Costs**”), and “Operation and Maintenance Expense” (hereinafter called “**O&M Expense**”), all as defined and described in the State Contract and the Federal Contract; and

WHEREAS, County and City have concluded it is not feasible at this time to project the future water needs of each jurisdiction, but desire to execute the State Contract with the State to secure the parties’ collective right, as against all others, to utilize the storage the State has allocated to them jointly in Allatoona Lake; and

WHEREAS, for these reasons, County and City wish to enter into this Agreement to further provide for the allocation between each other of certain rights and obligations arising from the storage space granted jointly to the parties under the State Contract for Allatoona Lake.

NOW THEREFORE, in consideration of the mutual benefits to County and City and other good and valuable consideration set forth below, County and City enter into this Agreement upon the following terms, conditions, and stipulations:

1. **Storage Allocation.** Unless and until this Agreement is amended, the parties agree that the storage will not be allocated between them, and each party will be entitled to make reasonable withdrawals from the storage under the State Contract. The parties further agree to work together proactively and in good faith to ensure the combined storage right is not exceeded.
2. **Cost Share.** The parties agree that each party will pay a percentage share, calculated as provided in this Section 2, of the total annual amount for the First Cost of Storage, RR&R Costs, and O&M Expense owing to the State under the State Contract (“**Cost Share**”). Each party’s annual Cost Share shall be based upon its “**Permitted Net Withdrawal**”, which is defined as the maximum permitted annual average gross withdrawal from the New Storage as set forth in the withdrawal permits issued by the Environmental Protection Division of the Georgia Department of Natural Resources (“**EPD**”) under the State Contract, minus the maximum permitted annual average gross discharge or return to Allatoona Lake as set forth in the EPD permits.¹ If neither party secures a permit from EPD to draw water from the 11,327.2 acre feet of New Storage, then both parties shall split the annual Cost Share equally. If both parties secure a withdrawal permit, the Cost Share shall be allocated pro-rata based on each party’s Permitted Net Withdrawal as a percentage of the total Permitted New Withdrawal from the 11,327.2 acre feet of New Storage. If only one party secures a withdrawal permit and the other does not, the party with the permit shall pay a One Hundred percent (100%) Cost Share. Each party’s Cost Share shall be based only on the New Storage and not City’s Preexisting Water Rights, the costs of which are covered solely by City. All water withdrawn from the New Storage by City under its EPD withdrawal permit shall be included as City’s Permitted Net Withdrawal for purposes of calculating the Cost Share, regardless of whether

¹ The parties agree that to the extent now and in the future any return flow credits are credited to the storage account, the party creating the return flow shall receive the benefit of its created return flow when calculating the Cost Share between them.

any such water is designated for delivery to County under the Water Supply Agreement or otherwise.

3. **Application for Water Withdrawal Permit.** As provided in the State Contract, City agrees to apply to EPD for a modified water withdrawal permit within sixty (60) days of the effective date of the State Contract.

4. **County's Option to Construct Raw Water Intake.** In the event the County determines it is in the best interest of the County to pursue a separate Raw Water Intake in Allatoona Lake, or otherwise apply for a water withdrawal permit, the City shall support such request made by the County to the EPD, the U.S. Army Corps of Engineers, or any other regulatory body having jurisdiction or oversight with respect to such matters, so long as and to the extent (a) the Raw Water Intake or any permit do not conflict or interfere with the City's intake or any intake planned at the time of the request, (b) do not, in the case of a withdrawal permit, require the use of the City's intake without a separate agreement being reached with the City to that end, and (c) so long as the County's Raw Water Intake or permit are for the purpose of providing water to the County's service delivery area. City further agrees to the attendant modification of its EPD withdrawal permit under the State Contract as may be necessary to allow for the issuance by the EPD of County's requested withdrawal permit consistent with the New Storage and this paragraph. Upon the issuance of any water withdrawal permit to the County, the Cost Share between the City and the County will be adjusted accordingly, including any pro-rata share adjustment if the permit is issued at a time other than the end of an annual accounting period. The foregoing notwithstanding, neither such support nor anything contained in this Agreement shall be deemed to affect, amend, modify or terminate the Water Supply Agreement, which shall be governed by its own terms.

5. **County's Need for Water Supply.** The parties agree that any and all water i) withdrawn by County under its EPD withdrawal permit, ii) received by County through the any new Raw Water Intake it constructs, or iii) purchased by County under the Water Supply Agreement or otherwise will be considered needs of County in determining any future allocations or permit amounts from Allatoona Lake.

6. **Stipulation Regarding the Effect of Past Cost Share Payments for Unallocated Storage.** County and City both expressly acknowledge, agree, and stipulate as follows:

This Agreement provides for County and City to share the costs of storage that is not permanently allocated to either party. It has been designed specifically to avoid the need to allocate storage between the two jurisdictions, given the difficulty of determining today what each will need in the future. Because the purpose of this Agreement is expressly to avoid or limit such future allocation decisions, the parties agree that any Cost Share payments made for unallocated storage should have no effect on any future allocation of water rights or storage between them, except to the extent explicitly provided by this Agreement. This Agreement and the State Contract shall be relevant to such proceedings only insofar as they establish the parties' collective rights, as against all others, to the storage and yield secured by the State Contract. Future allocation decisions will be made by EPD in accordance

with criteria established by law and regulation without reference to this Agreement or to either party's Cost Share payments hereunder. Accordingly, the fact that one party paid a certain Cost Share under this Agreement will not entitle such party to receive that same percentage of storage if and when the State Contract is converted into separate storage agreements; nor will it entitle such party to receive the same percentage of the yield of storage or to any specific increase in that party's Permitted Net Withdrawal while the State Contract is held jointly.

The Parties expressly agree (1) that the stipulation set forth above may be introduced, and will be admissible, in any administrative or judicial proceeding regarding either party's water or storage rights, including any proceeding with respect to any new withdrawal permit or proposed modification of either party's Permitted Net Withdrawal; (2) that neither party will seek to introduce evidence regarding past Cost Share payments for unallocated storage in any such proceeding, except potentially as evidence to establish the parties' collective right to the storage and yield secured by the State Contract; and (3) that both parties expressly waive any argument contrary to the stipulation and will conduct themselves accordingly.

7. Reimbursement Based on Termination or Modification. In the event the State takes action pursuant to the State Contract to modify or terminate the right to utilize any portion of the storage allocated to County and City under that agreement, any funds received from the State pursuant to the State Contract shall be distributed to County and City in proportion to the costs paid by each party under this Agreement. This will be calculated by dividing the sum of the Cost Share paid by each party in each year under this Agreement by the total of the Cost Share paid by County and City in each year under this Agreement, with interest from the time of payment as specified in the State Contract.

8. Conversion. The parties agree that, in the future, it may be appropriate to secure independent subagreements with the State. To that end, the parties may file a joint petition with EPD to enter into separate subagreements with each of the County and the City, with each party receiving storage in proportion to their demonstrated need at the time, if any of the following occur:

a) The total Volume of Storage Utilized by County and City, as measured by the storage accounting tool as provided under the State Contract, equals or exceeds ninety-five percent (95%) of the storage made available under the State Contract;

b) The State takes action pursuant to the State Contract to modify or terminate the right to utilize some or all of the storage space allocated by the State Contract;

c) Either County or City determines within one hundred eighty (180) days of the Fifth (5th) anniversary of this Agreement, that the present arrangement is not in the best interests of their respective jurisdictions from an allocation of cost standpoint, and it accordingly desires to petition for a separate agreement with the State (under this provision the petition to convert to an independent agreement may be made by either jurisdiction alone);

d) Either the County or City constructs new or expands existing water-related infrastructure facilities after the date of this Agreement which facilities relate to the withdrawal or treatment of raw water, and which the governing authority of the County or the City determines in its discretion,

for the purpose of protecting the investment made, necessitates an allocation independent of the other (under this provision the petition to convert to an independent agreement may be made by either jurisdiction alone); or

- e) On or after the 45th year after the Effective Date.

In all respects except allocation and cost-sharing, such separate subagreements shall be substantially similar to the joint State Contract then in effect, except as agreed by the parties. After the individual subagreements have become effective, this Agreement will terminate and have no further effect.

9. Governing Law, Disputes and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this Agreement which cannot be resolved amicably, then either party shall have the right to request the other party to participate in non-binding mediation. The mediator shall be mutually agreed upon and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation or mediation efforts fail, then any dispute or issues may be resolved through litigation. In the event mediation is unsuccessful or deemed futile, County and City shall each be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this Agreement shall be brought in the Superior Court of Bartow County, Georgia, and the parties hereby submit to the jurisdiction and venue of such court.

10. Entire Agreement/Amendment. This Agreement contains the entire agreement of the parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Agreement. This Agreement may be modified or amended only in a writing properly executed by both parties.

11. Assignment. This Agreement may be assigned by either party only with the consent of the other party.

12. Severability. If any portion of this Agreement shall be held to be invalid, illegal, void or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. Third Party Beneficiaries. This Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions hereof.

14. Notification. Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing and shall be deemed received, and shall be effective when: i) personally delivered, or ii) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or iii) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To County:

Bartow County Commissioner's Office
135 West Cherokee Avenue, Suite 251
Cartersville, Georgia 30120
Attn: County Manager

To City:

City of Cartersville
1 North Erwin Street
P.O. Box 1390
Cartersville, Georgia 30120
Attn: City Manager

15. **Authority.** Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

16. **Records.** Each party shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Agreement.

17. **Modification; Waiver.** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in a writing executed by each of the parties hereto.

18. **Force Majeure.** Neither County nor City shall be liable for their respective nonnegligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

20. **Interpretation.** The parties hereto have cooperated in the preparation of this Agreement, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and City have caused this Agreement to be executed under seal as of the Effective Date first written above.

COUNTY:

BARTOW COUNTY, GEORGIA

By: _____

Steve Taylor, Sole Commissioner

Attest: _____

Kathy Gill, County Clerk

[COUNTY SEAL]



CITY:

CITY OF CARTERSVILLE, GEORGIA

By: _____

Matthew J. Santini, Mayor

Attest: _____

Julia Drake, City Clerk

[CITY SEAL]

EXHIBIT “A”

[FEDERAL CONTRACT]

EXHIBIT A – FEDERAL CONTRACT DRAFT

WATER STORAGE AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY
AND
THE ENVIRONMENTAL PROTECTION DIVISION OF THE GEORGIA DEPARTMENT OF
NATURAL RESOURCES ON BEHALF OF THE STATE OF GEORGIA
FOR
REALLOCATED WATER STORAGE SPACE IN ALLATOONA LAKE, GEORGIA

THIS AGREEMENT, entered into this day of _____, 20__, by and between THE DEPARTMENT OF THE ARMY (hereinafter called the “Government”) represented by the District Commander for Mobile District (hereinafter the “District Commander”) executing this agreement, and the State of Georgia (hereinafter called the “State”) represented by the Environmental Protection Division of the Georgia Department of Natural Resources;

WITNESSETH THAT:

WHEREAS, Allatoona Dam and Reservoir on the Etowah River, Georgia (hereinafter called the “Project”) is operated by the United States Army Corps of Engineers under authority provided by the Flood Control Act of 1941 (Public Law 228, 77th Congress) and the Flood Control Act of 1944 (Public Law 534, 79th Congress) and authorized the construction, operation, and maintenance of the Allatoona Dam and Reservoir on the Etowah River, Georgia; and

WHEREAS, the State desires to enter into an agreement with the Government for the use of storage for municipal and industrial water supply added to the Project by reallocation, and for payment of the cost thereof in accordance with the provisions of the Water Supply Act of 1958, as amended (43 U.S.C. 390b-f); and

WHEREAS, the Government in the Record of Decision (ROD) dated August 27, 2021 for the Allatoona Lake Water Supply Storage Reallocation Study and Updates to Weiss and Logan Martin Reservoirs Project Water Control Manuals Alabama and Georgia determined that reallocating 14,159 acre-feet of storage in Allatoona Lake for municipal and industrial water supply to “meet the full 2050 withdrawal need requested by the State of Georgia” “is technically feasible and economically justified, in accordance with environmental statutes” and “in the public interest.” The 2021 ROD also concluded that the reallocation “falls within the authority of the 1958 Water Supply Act,” because it “would not entail any major changes to the Corps’ operation of Allatoona Lake or the ACT system projects for their authorized purposes, and there would be no significant impacts to any authorized project purpose.”

WHEREAS, the Government in the ROD also approved use of a storage accounting procedure that would recognize and credit allocations of “made inflows” by the State to water supply users’ storage accounts at Allatoona Lake, and found that such storage accounting would not require “any significant changes to the operation of Allatoona Lake” or “significantly affect[] the authorized purposes or the human

EXHIBIT A – FEDERAL CONTRACT DRAFT

environment”;

WHEREAS, the United States and the Cobb County-Marietta Water Authority (“Cobb- Marietta”) entered into an agreement dated the 31st day of October 1963 (“the Cobb-Marietta Contract”) authorizing Cobb-Marietta to utilize 4.61% of the storage space at Allatoona Lake between elevation 800 feet NGVD and elevation 840 feet NGVD to store water for municipal and industrial water supply; and

WHEREAS, the United States and the City of Cartersville, Georgia (“Cartersville”) entered into two agreements dated the 12th day of July 1966 and the 19th day of December 1991, respectively, authorizing Cartersville to utilize a total of 2.24% of the storage space at Allatoona Lake between elevation 800 feet NGVD and elevation 840 feet NGVD to store water for municipal and industrial water supply; and

WHEREAS, the State as shown in Exhibit A, attached to and made a part of this agreement, is empowered to enter into an agreement with the Government and is vested with all necessary powers of accomplishment of the purposes of this agreement.

NOW, THEREFORE, the Government and the State agree as follows:

ARTICLE 1 - Water Storage Space.

a. Project Modification. The Government, subject to the directions of Federal law and any limitations imposed thereby, shall modify the allocation of storage space in the Project so as to include therein space for the storage of water by the State.

b. Rights of State.

- (1). The State shall have the right to utilize an undivided 5.24 percent (estimated to contain 14,159 acre-feet after adjustment for sediment deposits) of the usable conservation storage space in the Project (see column (5) of Exhibit B-1) between elevations 800 feet and 840 feet above National Geodetic Vertical Datum (NGVD), which is estimated to contain 270,247 acre-feet after adjustment for sediment deposits. As of the date of execution of this Agreement, the State’s storage space constitutes 2.53 percent of the total usable storage (flood risk management storage plus conservation storage) in Allatoona Lake. The State shall have the right to withdraw water from the Project for municipal and industrial water supply, or to authorize such withdrawals, subject to the provisions of Article 1(c) and to the extent water is available in storage to be withdrawn.
- (2). The availability of water in storage will be determined by the storage

EXHIBIT A – FEDERAL CONTRACT DRAFT

accounting procedures and principles set forth in Exhibit D. Nothing in this Agreement shall prevent the Georgia Environmental Protection Division from allocating additional Made Inflow from existing or future projects to current or future users. After notice to the Corps, the accounting of any future Made Inflow shall be performed pursuant to the procedures set forth in Exhibit D, provided such future allocations of Made Inflow are not preempted by federal law under the Supremacy Clause of the United States Constitution.

- (3). As detailed in Article 9, the State intends to enter into subagreements with some or all of the Water Supply Providers identified in Exhibit G providing for them to utilize the storage space made available to the State under this Agreement. Water Supply Providers entering into such subagreements will utilize the storage space made available to the State under this Agreement in accordance with the terms of this Agreement.

- (4). The State shall have the right to construct all such works, plants, pipelines, and appurtenances as may be necessary and convenient for the purpose of diversion, withdrawals, or returns, subject to the approval of the District Commander as to design and location. The grant of an easement or easements for right-of-way, across, in and upon land of the Government at the Project shall be by a separate instrument or instruments in a form satisfactory to the Secretary of the Army, between the State or each Water Supply Provider and the Government, under the authority of and in accordance with the provisions of 10 U.S.C. 2668 and such other authorities as may be necessary. Such easements shall be conditioned on the continued viability of this Agreement and material compliance with all terms of this Agreement. Subject to the conditions of such easements, the State shall have the right to use so much of the Project land as may reasonably be required in the exercise of the rights and privileges granted to the State under this agreement, and the Water Supply Providers shall have the right to use so much of the Project land as may reasonably be required in the exercise of the subagreement that the Water Supply Provider entered into with the State pursuant to paragraph (3) above, including the right to construct all such works, plants, pipelines, and appurtenances as may be necessary and convenient for the purpose of diversion, withdrawals or returns.

c. Rights Reserved. Except as provided herein, the Government reserves the right to control and use all storage in the Project in accordance with authorized Project purposes. The Government further reserves the right to take such measures as may be necessary in the operation of the Project to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the Project.

EXHIBIT A – FEDERAL CONTRACT DRAFT

d. Quality or Availability of Water. The State recognizes that this agreement provides storage space for raw water only. Although the storage space is estimated to provide a dependable yield sufficient to meet the requested need, the Government makes no guarantees with respect to the quality or availability of water and assumes no responsibility therefor, or for the treatment of the water.

e. Sedimentation Surveys.

- (1). Sedimentation surveys will be made by the District Commander during the term of this agreement at intervals not to exceed fifteen (15) years unless the District Commander determines that such surveys are unnecessary. When, in the opinion of the District Commander, the findings of such survey indicate any Project purpose will be affected by unanticipated sedimentation distribution, there shall be an equitable redistribution of the sediment reserve storage space among the purposes served by the Project including municipal and industrial water supply, recognizing that the Project will continue to be regulated to reduce flooding downstream from the dam. An adjusted pool elevation storage curve will be developed, and storage values corresponding to every half foot of elevation (within the usable storage pool) will be updated. Such findings and the storage space allocated to municipal and industrial water supply, as well as any adjustments to the estimated yield of the storage, shall be defined and described as an exhibit, which will be made a part of this agreement, and the water control manual will be modified accordingly.
- (2). The Government assumes no responsibility for deviations from estimated rates of sedimentation, or the distribution thereof. Such deviations may cause unequal distribution of sediment reserve storage greater than estimated, and/or encroachment on the total storage at the Project.

ARTICLE 2 - Regulation of and Right to Use of Water. The regulation of the use of water withdrawn from the aforesaid storage space shall be the sole responsibility of the State. The State has the full responsibility, in accordance with the laws and regulations of the State of Georgia, and, if necessary, to establish or defend, any and all water rights needed for utilization of the storage provided under this agreement. The Government shall not be responsible for diversions by others, nor will it become a party to any controversies involving the use of the storage space by the State except as such controversies may affect the operations of the Project by the Government.

ARTICLE 3 - Operation and Maintenance. The Government shall operate and maintain the Project and the State shall pay to the Government a share of the costs of such operation and maintenance as provided in Article 5(c). The State shall be responsible, and agrees to hold each Water Supply Provider responsible, for operation and maintenance of all installations and facilities which it or a Water Supply Provider pursuant to a

EXHIBIT A – FEDERAL CONTRACT DRAFT

subagreement may construct for the diversion or withdrawal or release of water, and the State or each Water Supply Provider shall bear all costs of construction, operation and maintenance of such installations and facilities.

ARTICLE 4 - Measurement of Withdrawals and Releases. The State agrees to require each Water Supply Provider to furnish, install, and maintain, without cost to the Government, suitable meters or measuring devices satisfactory to the District Commander for the measurement of water which is withdrawn from the Project and the measurement of Made Inflow to the Project by any means other than through the Project outlet works. The State agrees to require each Water Supply Provider to furnish to the Government a total daily withdrawal amount and the amount of any Made Inflow allocated to that Water Supply Provider, on a daily time-step. The Government agrees that all meters and measuring devices currently in use by the Water Supply Providers as described in Exhibit H are satisfactory to the District Commander as of the date of execution of this Agreement. Prior to the modification of any approved meter or measuring device, or the installation of any new meter or measuring device, the State will require each Water Supply Provider to obtain the District Commander's approval of the design, location and installation of such meters or measuring devices. Such devices shall be available for inspection by Government representatives at all reasonable times.

ARTICLE 5 - Payments. In consideration of the right to utilize the aforesaid storage space in the Project for municipal and industrial water supply purposes, the State shall pay the following to the Government by delivering a check payable to "FAO, USAED, Mobile (K5)" to the District Commander or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

a. First Cost of Storage.

- (1). The State shall repay to the Government, at the times as hereinafter specified, the amounts stated below which, as shown in Exhibit B-II attached to and made a part of this agreement, constitute the entire actual amount of the first cost of storage allocated to the water storage usage right acquired by the State under this agreement. The amount of the cost is based on the updated cost of storage. The costs shown in Exhibit B are attributable to 14,159 acre-feet of storage space. The interest rate to be used for purposes of computing interest on the unpaid balance will be the yield rate adjusted at five-year intervals as determined by the Secretary of the Treasury on the basis set forth in 43 U.S.C. 390b (as amended by Section 932 of the 1986 Water Resources Development Act). For this agreement, the starting interest rate shall be that rate in effect at the time the agreement is approved. For fiscal year (FY) 2021, such rate is 1.75 percent. Should the agreement not be signed in FY 2021, the amounts due herein will be adjusted to reflect the application of the appropriate rate.
- (2). The cost allocated to the storage space indicated in Article 1(b)(1) is currently estimated at \$10,648,000 on the basis of the costs presented in Exhibit B-II.

EXHIBIT A – FEDERAL CONTRACT DRAFT

These costs shall be repaid within the life of the Project over a period not to exceed 30 years from the date this agreement is executed by the Secretary of the Army or his duly authorized representative. The payments shall be in equal consecutive annual installments, adjusted at 5-year intervals as shown in Exhibit C. The first payment shall be due and payable within 90 days after the State is notified by the District Commander that this agreement is executed. Annual installments thereafter will be due and payable on the anniversary date of the date of notification. Except for the first payment, which will be applied solely to the retirement of principal, all installments shall include accrued interest on the unpaid balance at the rate provided above. The last annual installment shall be adjusted upward or downward when due to assure repayment of all of the first cost of storage allocated to the storage within 30 years from the above date.

b. Repair, Rehabilitation, and Replacement (RR&R) Costs. The State will be required to pay 100 percent of the cost of any RR&R of any specific water supply facilities covered under this Agreement. In addition, the State will be required to pay 2.53 percent of any Joint-use RR&R Costs. Payment of these costs shall be made either incrementally during construction or in lump sum (including interest during construction) upon completion of construction, unless otherwise agreed to by the State and Government.

c. Annual Operation and Maintenance (O&M) Expense. The State will be required to pay 100 percent of the annual O&M expense of any specific water supply facilities covered under this Agreement. In addition, the State will be required to pay 2.53 percent of the annual experienced Joint-use O&M Expense.

The first payment for O&M expense shall encompass the portion of the Government fiscal year subsequent to the effective date of this Agreement and shall be due and payable on the second date for payment of the cost of storage as set forth in Article 5(a)(2). Subsequent payments for O&M expense for the Government fiscal year most recently ended shall be due and payable on the anniversary date of the first payment. The amount of each annual payment shall be the actual incurred O&M expense (specific plus allocated Joint-use O&M), or when actual expense information is not available an estimate thereof. If billing for a particular payment is based on an estimate then adjustments will be made when actual expenses attributable to that annual payment are determined.

To the extent required by Section 1046(b) of the Water Resources Reform and Development Act of 2014, Pub. L. 113-121, 128 Stat. 1254 (June 10, 2014), the Secretary shall notify the State before each fiscal year of the anticipated O&M activities for that fiscal year and for each of the subsequent four fiscal years (including the cost of those activities) for which the State will be required to contribute amounts.

d. Prepayment. The State shall have the right at any time to prepay the indebtedness under this Article in whole or in part, with accrued interest thereon to the

EXHIBIT A – FEDERAL CONTRACT DRAFT

date of such prepayment.

e. Source of Payment. Nothing herein shall require the State to utilize any specific source of payment for the obligations in this Agreement or preclude the State from collecting amounts from the Water Supply Providers.

f. Delinquent Payments. Any delinquent payment owed by the State shall be charged interest at the Current Value of Funds Rate as determined by the Secretary of the Treasury that is applicable on the date that the payment became delinquent, with such penalty charge and administrative fee as may be required by Federal law or regulation. This provision shall not be construed as giving the State a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of the Government, at law or in equity, which might result from any default by the State.

g. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to fees, costs, or expenses under this Article 5, the State and the Government shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the State and the Government shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

ARTICLE 6 - Duration of Agreement. This agreement shall become effective when signed by the Secretary of the Army or his duly authorized representative and shall continue in full force and effect for the life of the Project, except as provided in Article 7.

ARTICLE 7 - Permanent Rights to Storage. Upon completion of payments by the State, as provided in Article 5(a) herein, the State shall have a permanent right, under the provisions of the Act of 16 October 1963 (Public Law 88-140, 43 U.S.C. 390e), to the use of the water supply storage space in the Project as provided in Article 1, subject to the following:

a. Continued material compliance by the State with all terms of this Agreement, including the limitations on use of storage provided for in Articles 1(b) and 1(c).

b. The State shall continue payment of annual O&M expenses as provided in Article 5(c) of this Agreement.

c. The State shall be required to pay any RR&R costs as provided in Article 5(b) of this Agreement. The District Commander will establish such costs. Repayment arrangements shall be in writing in accordance with the terms and conditions set forth in Article 5(b) for RR&R costs, and be made a part of this agreement.

d. Upon completion of payments by the State as provided in Article 5(a), the

EXHIBIT A – FEDERAL CONTRACT DRAFT

District Commander shall redetermine the storage space for municipal and industrial water supply in accordance with the provisions of Article 1(e). Such redetermination of reservoir storage capacity may be further adjusted from time to time as the result of sedimentation resurveys to reflect actual rates of sedimentation and the exhibit revised to show the revised storage space allocated to municipal and industrial water supply.

e. The permanent rights of the State under this agreement shall be continued so long as the Government continues to operate the Project, unless the State requests termination of this Agreement. If the State's request is agreeable to the Government, such agreement not to be unreasonably withheld, delayed, or conditioned, the parties shall provide for the orderly termination of this Agreement through execution of a Supplemental Agreement for this purpose. The Supplemental Agreement shall include provisions for: (i) the conduct of a final accounting of the financial obligations of the State under Article 5 of this Agreement, and the payment of all outstanding financial obligations by the State; and (ii) the termination of any easement granted by the Government under Article 1(b)(4) of this Agreement in accordance with the terms of such easement.

f. In the event the Government no longer operates the Project, such rights may be continued subject to the execution of a separate agreement or additional supplemental agreement providing for:

- (1). Continued operation by the State of such part of the facility as is necessary for utilization of the water supply storage space allocated to the State;
- (2). Terms which will protect the public interest; and,
- (3). Effective and complete release of the Government by the State from all liability in connection with such continued operation.

ARTICLE 8 - Release of Claims. The State shall hold and save the Government, including its officers, agents and employees harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the storage in the Project, or withdrawal or release of water from the Project, made or ordered by the State or any Water Supply Provider under a subagreement with the State, or as a result of the construction, operation, or maintenance of the water supply facilities and appurtenances thereto owned and operated by the State or any Water Supply Provider under a subagreement with the State, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 9 - Transfers and Assignments. The Government acknowledges that the State intends to enter into subagreements with one or more of the Water Supply Providers, subject to approval by the District Commander. The State shall not otherwise transfer or

EXHIBIT A – FEDERAL CONTRACT DRAFT

assign this agreement nor any rights acquired under this Agreement, nor suballot said water supply storage space or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the express written approval of the Secretary of the Army, or his or her duly authorized representative provided that, unless contrary to the public interest, this restriction shall not be construed to apply to any water that may be obtained from the water supply storage space by the State and furnished to any third party or parties, nor any method of allocation thereof.

ARTICLE 10 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 11 - Covenant Against Contingent Fees. The State warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the State for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this agreement without liability or in its discretion to add to the price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12 - Environmental Quality. During any construction, operation, and maintenance by the Water Supply Providers or the State of any facilities, the State agrees to require the Water Supply Providers to take specific actions to control environmental pollution which could result from such activity and to comply with applicable Federal, State of Georgia, and local laws and regulations concerning environmental pollution. Particular attention should be given to:

- a. Reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters;
- b. Reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion;
- c. Minimization of noise levels;
- d. On-site and off-site disposal of waste and spoil; and,
- e. Prevention of landscape defacement and damage.

ARTICLE 13 - Federal and State Laws.

- a. Compliance. In acting under its rights and obligations hereunder, the State

EXHIBIT A – FEDERAL CONTRACT DRAFT

agrees to comply with all applicable Federal and State laws and regulations, including but not limited to: 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)), and the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655).

b. Civil Rights Act. The State furnishes, as part of this agreement, an assurance (Exhibit E) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations.

c. Regulatory Program. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the State's facilities and operations undertaken under this Agreement, or any Water Supply Provider's facilities and operations undertaken under a subagreement with the State, shall be performed only in accordance with applicable Federal, State of Georgia, and local laws and regulations.

d. Lobbying Activities. The State furnishes, as part of this agreement, a certification (Exhibit F and if applicable, Standard Form-LLL "Disclosure of Lobbying Activities") that it will comply with Title 31 U.S.C. Section 1352 of the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (Public Law 101-121, October 23, 1989) and Federal Acquisition Regulation 52.203-12 issued pursuant thereto.

ARTICLE 14 – Storage Exceedances. In the event that the balance of the State's storage account as defined in Article 1(b)(1) falls below zero, the Government will notify the State of this fact and direct the State to immediately take measures to ensure compliance with this Agreement. For any exceedances occurring after such notice, the State shall pay a charge in an amount equal to the updated cost of storage space per acre foot per day with the total federal investment cost being amortized over a 30-year period as provided in this contract, multiplied by the maximum number of acre feet of storage space used in excess of the contract, multiplied by the number of days the exceedances occur. These damages are intended to compensate for the loss to the Government of the cost of the storage space required to service the State's exceedances. This provision shall not be construed as authorizing any exceedances.

ARTICLE 15 - Definitions

a. First cost of storage. This is the cost assigned to the State's right to the storage space in the project. In this Agreement, the first cost of storage was developed by the updated cost of storage method and is summarized in Exhibit B-II.

EXHIBIT A – FEDERAL CONTRACT DRAFT

b. Interest on the unpaid balance. When the Project cost is amortized, this is the interest on the unpaid balance (see Exhibit C). When payments are made in “lump sum,” there is no amortization schedule and therefore, no “interest on the unpaid balance.”

c. Specific costs. The costs of identifiable project features normally serving only one purpose. These costs are the total cost of identifiable project features that serve only one project purpose.

d. Annual operation and maintenance (O&M) Expense. Annual expenses funded under the O&M, General account. These expenses include the day-to-day costs to operate and maintain the Project as well as O&M costs which are not capitalized.

e. Joint-use operation and maintenance (O&M) Expense. The cost of all Annual O&M Expenses other than those solely attributable to identifiable project features normally serving only one purpose and other than those solely attributable to the combination of the recreation and hydropower purposes. Any material Joint-use O&M Expense serving only the recreation and/or hydropower purposes or features will be excluded from the amount charged under Article (5)(c).

f. Repair, rehabilitation and replacement (RR&R) Costs. Costs funded in part under the Operation and Maintenance, General, or Construction, General accounts but not associated with first cost of storage. Such expenditures are for costly, infrequent work and are intended to ensure continued satisfactory operation of the Project. RR&R Costs include but are not limited to costs for the repair of dam safety issues and repair or replacement of flow control devices such as sluice gates. For the purposes of this agreement the term “reconstruction” used in Article 7, “Permanent Rights to Storage,” shall be included in this definition of repair, rehabilitation and replacement; repayment of those costs shall be the same as described in Article 5(b).

g. Joint-use repair, rehabilitation, and replacement (RR&R) Costs. The costs of all RR&R Costs other than those solely attributable to identifiable project features normally serving only one purpose and other than those solely attributable to the combination of the recreation and hydropower purposes. Any material Joint-use RR&R Cost serving only the recreation and/or hydropower purposes or features will be excluded from the amount charged under Article 5(b).

g. Fiscal Year. Refers to the Government’s fiscal year. This year begins on 1 October and ends on 30 September.

h. Life of the Project. This is the physical life of the Project.

i. District Commander. Refers to the District Commander of the Mobile District of the United States Army Corps of Engineers, or his/her successor or designee.

EXHIBIT A – FEDERAL CONTRACT DRAFT

j. Water Supply Providers. The term “Water Supply Providers” shall mean one or more of the entities identified in Exhibit G or a water supply provider who plans to withdraw from Allatoona Lake in the future to meet the need outlined in the State’s 2018 Water Supply Request and that has entered into a subagreement with the State to accept the responsibilities as specified in this Agreement.

k. Made Inflow. The term “Made Inflow” means water allocated by the State of Georgia to a water supply user in accordance with Georgia Environmental Protection Division rules governing the allocation of such water. As of the Execution Date, Made Inflow to Allatoona Lake includes inputs from three sources (Hickory Log Creek Reservoir and two wastewater reclamation facilities operated by Cobb County). As provided by Article 1(b)(2), and subject to the limitations therein, nothing in this agreement prevents the Georgia Environmental Protection Division from allocating additional Made Inflow from existing or future projects to current or future users.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

THE STATE OF GEORGIA

JEREMY J. CHAPMAN
District Commander
U.S. Army Corps of
Engineers
Mobile District

DATE:

DATE:

EXHIBIT A – FEDERAL CONTRACT DRAFT

EXHIBIT A: CERTIFICATIONS

I, _____, Attorney for the State of Georgia, have reviewed the
foregoing

agreement executed by the State of Georgia, and as principal legal officer of/for the State of
Georgia certify that the State of Georgia is legally capable of entering into the contractual
obligations contained in the foregoing agreement and that, upon acceptance by the
Department of the Army, it will be legally enforceable.

Given under my hand, this _____ day of _____ 20 ____.

_____[NAME AND TITLE]

I, _____, have reviewed the foregoing agreement executed by the
State

of Georgia, and as principal financial officer of/for the State of Georgia certify that the
State of Georgia is financially capable of entering into the contractual obligations
contained in the foregoing agreement which, upon acceptance by the Department of the
Army, will be legally enforceable.

Given under my hand, this _____ day of _____ 20 ____.

EXHIBIT A – FEDERAL CONTRACT DRAFT

EXHIBIT B: COST COMPUTATIONS

Commented [A1]: Needs to be updated.

I - PROJECT STORAGE

Feature (1)	Elevation (feet, NGCD) (2)		Usable Storage (acre-feet) 1/ (3)	Percent of	
				Usable Storage 2/ (4)	Conservation Storage 3/ (5)
Flood Control	840	860	288,606	51.64%	
Conservation	800	840	270,247	48.36%	100.00
Water Supply			32,698	5.85%	12.10%
State			14,159	2.53%	5.24%
Other Water Supply			18,539	3.32%	6.86%
Other Conservation	800	840	237,549	42.51%	87.90%
Other Purposes					
Total Usable Storage			558,853	100.00	

Notes:

1/ Current estimated volumes; subject to change due to sedimentation and does not include inactive storage.

2/ Used to compute the State's cost (see Exhibits B-II and B-III). Percentages are based on total storage (flood control plus conservation storage).

3/ The ratio (percentage) of water supply storage is equivalent to the ratio (percentage) of the State's projected need to the critical yield, which is used to compute the State's storage space (see Article 1(b)(1)) and Exhibit D).

EXHIBIT A – FEDERAL CONTRACT DRAFT

**II - FIRST COST TO BE REPAYED BY THE
STATE FOR THE REALLOCATED
STORAGE SPACE**

Commented [A2]: Needs to be updated.

The amount to be repaid by the State for the first cost of the reallocated storage was calculated using the updated cost of storage method using the “Use of Facilities” cost allocation procedure (see U.S. Army Corps of Engineers, Mobile District, Final Environmental Impact Statement, Allatoona Lake Water Supply Storage Reallocation Study, Appendix B).

- Total updated cost of storage in the Project: \$420,279,000
- Cost of 14,159 acre-feet of water supply storage:
\$10,648,000 (2.53% x \$420,279,000) = \$10,648,000)

**III - TOTAL ANNUAL COST TO STATE
FOR THE REALLOCATED WATER SUPPLY STORAGE**

Item	Type of Use	Computation	Cost
Interest and amortization	Total cost of storage space acquired by the User as determined in Exhibit B-II.	\$ 10,648,000 x .042388038 factor based on 30 payments, of which 29 payments are at interest rate of 2.875 %.	\$535,000
Operation and maintenance <u>1/</u>	Joint-use O&M [estimated] [actual for FY21]	2.53 % <u>2/</u> x \$929,188	\$24,000
	[Specific water supply facilities [estimated] [actual for FY]]	[100% x \$ ____]	[\$ ____]
Repair, rehabilitation and replacement <u>3/</u>	Joint-use RR&R	2.53 % <u>2/</u> x \$1,240,529 ____	\$31,430
	[Specific water supply facilities [estimated] [actual for FY]]	[100% x \$ ____]	[\$ ____]

Notes:

1/ Payment due and payable on the date specified in Article 5(a)(2).

2/ Percent of State’s share of the Usable storage space in the project (column (4) of exhibit B-I).

3/ Repair, rehabilitation and replacement costs are payable only when incurred as specified in Article 5(b).

EXHIBIT A – FEDERAL CONTRACT DRAFT

EXHIBIT C: AMORTIZATION SCHEDULE PRESENT DEMAND

(Example 1/)

Commented [A3]: Needs to be updated.

TOTAL COST: \$ 10,648,000
 NUMBER OF PAYMENTS: 30
 INTEREST RATE, PERCENT 2/ 2.875 %

Annual Payment Number	Amount of Payment (\$)	Interest (\$)	Allocated Cost (\$)	Balance of Allocated Cost (\$)
1	\$519,574.37	\$0.00	\$519,574.37	\$10,128,425.63
2	\$519,574.37	\$291,192.24	\$228,382.13	\$9,900,043.50
3	\$519,574.37	\$284,626.25	\$234,948.12	\$9,665,095.38
4	\$519,574.37	\$277,871.49	\$241,702.88	\$9,423,392.50
5	\$519,574.37	\$270,922.53	\$248,651.84	\$9,174,740.66
6	\$519,574.37	\$263,773.79	\$255,800.58	\$8,918,940.09
7	\$519,574.37	\$256,419.53	\$263,154.84	\$8,655,785.25
8	\$519,574.37	\$248,853.83	\$270,720.54	\$8,385,064.70
9	\$519,574.37	\$241,070.61	\$278,503.76	\$8,106,560.94
10	\$519,574.37	\$233,063.63	\$286,510.74	\$7,820,050.20
11	\$519,574.37	\$224,826.44	\$294,747.93	\$7,525,302.27
12	\$519,574.37	\$216,352.44	\$303,221.93	\$7,222,080.34
13	\$519,574.37	\$207,634.81	\$311,939.56	\$6,910,140.78
14	\$519,574.37	\$198,666.55	\$320,907.82	\$6,589,232.96
15	\$519,574.37	\$189,440.45	\$330,133.92	\$6,259,099.04
16	\$519,574.37	\$179,949.10	\$339,625.27	\$5,919,473.76
17	\$519,574.37	\$170,184.87	\$349,389.50	\$5,570,084.26
18	\$519,574.37	\$160,139.92	\$359,434.45	\$5,210,649.82
19	\$519,574.37	\$149,806.18	\$369,768.19	\$4,840,881.63
20	\$519,574.37	\$139,175.35	\$380,399.02	\$4,460,482.61

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21	\$519,574.37	\$128,238.87	\$391,335.50	\$4,069,147.11
22	\$519,574.37	\$116,987.98	\$402,586.39	\$3,666,560.72
23	\$519,574.37	\$105,413.62	\$414,160.75	\$3,252,399.97
24	\$519,574.37	\$93,506.50	\$426,067.87	\$2,826,332.10
25	\$519,574.37	\$81,257.05	\$438,317.32	\$2,388,014.78
26	\$519,574.37	\$68,655.42	\$450,918.95	\$1,937,095.83
27	\$519,574.37	\$55,691.51	\$463,882.86	\$1,473,212.97
28	\$519,574.37	\$42,354.87	\$477,219.50	\$995,993.47
29	\$519,574.37	\$28,634.81	\$490,939.56	\$505,053.91
30	\$519,574.37	\$14,520.30	\$505,053.91	\$0.00

Notes:

1/ An amortization schedule is applicable to those projects which will be repaid over time in lieu of during construction.

2/ In accordance with Section 932 of the Water Resources Development Act of 1986, this interest rate will be adjusted at five year intervals throughout the repayment period. The rate is the yield rate as determined by the Secretary of the Treasury plus 1/8 %.

3/ The last payment will be adjusted upward or downward to assure all costs are repaid within 30 years of approval of the agreement.

EXHIBIT A – FEDERAL CONTRACT DRAFT

EXHIBIT D: STORAGE ACCOUNTING

The USACE, Mobile District employs storage accounting to determine the volume of water held in storage for (and thus available to) each user at any given point in time. This Exhibit describes that storage accounting procedure at Allatoona Lake.

1. Storage Accounting Principles

- 1.1 The conservation pool at Allatoona Lake (the volume between elevation 800 and the Top of Conservation defined by the Top of Conservation Rule Curve) is divided into “storage accounts.” Separate accounts are established for each water supply user and for the federal government. The size of the water supply storage accounts is equal to the volume of storage under contract; the remainder of the conservation pool is assigned to the federal account.
- 1.2 Inflows and outflows to Allatoona Lake are tracked on daily timestep, and gains and losses to the conservation pool are assigned to individual storage accounts using the formulas set forth below. The “account balance” for each user is the volume of water held in storage for, or available to, that user at a given point in time.
- 1.3 Because the individual storage accounts make up the conservation pool, the sum of the individual account balances must always be equal to the total volume of water in conservation storage. It follows that all storage accounts must be full when the conservation pool is full, as defined by the Top of Conservation Rule Curve.
- 1.4 Most gains and losses to the conservation pool—including gains from precipitation directly on the lake surface and most inflows (those that have not been allocated by EPD to specific users), and losses from evaporation, leakage, and other factors—are credited or debited *pro rata* based on the percentage of the conservation pool assigned to each account. Losses due to water supply withdrawals are debited to the account of the user withdrawing the water; gains due to inflows that have been allocated to specific users (e.g., “made inflows”) are credited to the user(s) with rights to the water under Georgia law. Losses due to discharges from the dam, including leakage from the dam, are debited to the federal account.
- 1.5 Water supply storage accounts are fixed in size, but the federal storage account varies with the Top of Conservation Rule Curve. Therefore, when gains and losses are distributed *pro rata* based on account size, the percentages will vary with the Top of Conservation.
- 1.6 When the credits applied to an individual storage account would cause it to overflow (i.e., cause the account balance to exceed the account limit, or the size of the account), any excess is distributed *pro rata* to other storage accounts that are not full. In concept, full storage accounts “spill” water into storage

EXHIBIT A – FEDERAL CONTRACT DRAFT

accounts that are not full, until the entire conservation pool is full.

2. Storage Accounting Formulas

The storage accounting principles above are implemented through the following formulas:

$$2.1 \quad S_{u,t} = S_{u,t-1} + I_u - W_u + AM_u$$

Where:

$S_{u,t}$ = Storage account balance for user “u” at end of period “t”

$S_{u,t-1}$ = Storage Account balance for user “u” at end of period “t-1”

I_u = User’s share of Adjusted Inflow (“I”) [Equation 2.2]

W_u = User’s water withdrawal

AM_u = User’s share of Made Inflow

$$2.2 \quad I_u = [V_u / V_t] * I$$

Where:

I_u = User’s share of Adjusted Inflow

V_u = Volume of storage space contracted to User

V_t = Total volume of conservation storage when the inflow occurs, as defined by Top of Conservation Rule Curve

I = Adjusted Inflow [Equation 2.3]

$$2.3 \quad I = \Delta S + D + \sum W_u - \sum AM_u$$

Where:

I = Adjusted Inflow

ΔS = Change in the total volume of water between time step (or day) t and (t-1)

D = Total discharge (powerhouse + leakage + spill + sluice)

$\sum W_u$ = Sum of water supply withdrawals, all users

$\sum AM_u$ = Sum of Made Inflow, all users

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The adjusted value (“I”) is the portion of the net inflow that is apportioned pro rata. This is calculated from the change in storage (ΔS) showing the net effect of all gains and losses to the conservation pool during the period (i.e., the day), including gains and losses from inflow, precipitation, evaporation, leakage, discharges from the dam, water supply withdrawals, and Made Inflow. This value is “adjusted” to remove the effects of any discharges from the Dam (“D”) as well as specific gains (“AI,” allocated inflows) and losses (“W,” water supply withdrawals) that need to be credited or debited to individual accounts, rather than being shared pro rata. See Principle 1.4.

3. Storage accounting procedures

The data needed to perform these calculations will be collected on a daily time step. The calculations will be performed weekly under normal circumstances, but more frequently during droughts. The conservation pool is drawn down as outflow exceeds inflow. The individual accounts are drawn down based on their water use. Users will be notified on a weekly basis of the available storage remaining, once their storage account balance drops below 30% of their full account size.

EXHIBIT A – FEDERAL CONTRACT DRAFT

EXHIBIT E: ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE
DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED;
THE AGE DISCRIMINATION ACT OF 1975; AND THE REHABILITATION ACT OF
1973, AS AMENDED

The party executing this assurance, being the applicant recipient of Federal financial assistance under the instrument to which this assurance is attached; HEREBY AGREES THAT, as a part of its obligations under the aforesaid instrument, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195), issued as Department of Defense Directive 5500.11, pursuant to that title; The Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that in accordance with the aforementioned Title, Directive and Acts, no person in the United States shall on the ground of race, color, age, sex, religion, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any personal property or real property, or interest therein, or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant-recipient by the Department of the Army, or if such assistance is in the form of personal property or real property, or interest therein or structure thereon, then this assurance shall obligate the applicant-recipient or in the case of any transfer of such property, any transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for the period during which it retains ownership or possession of the property whichever is longer. In all other cases, this assurance shall obligate the applicant-recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army. The Department of the Army representatives will be allowed to visit the recipient's facilities. They will inspect the facilities to ensure that there are no barriers to impede the handicap's accessibility in either programs or activities.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the applicant-recipient by the Department of the Army, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The applicant-recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on

EXHIBIT A – FEDERAL CONTRACT DRAFT

the applicant-recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

.

(Applicant-Recipient)

By

Title

Date _____

EXHIBIT A – FEDERAL CONTRACT DRAFT

**EXHIBIT F: CERTIFICATION REGARDING
LOBBYING**

Allatoona Dam and
Reservoir State of
Georgia

1. The undersigned certifies, to the best of their knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the water supply agreement for the State of Georgia, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. This form is available at <http://contacts.gsa.gov/webforms.nsf>.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STATE OF GEORGIA

BY __

EXHIBIT A – FEDERAL CONTRACT DRAFT

**EXHIBIT G: WATER SUPPLY
PROVIDERS**

The City of Cartersville
Bartow County
Cobb County-Marietta Water Authority

EXHIBIT A – FEDERAL CONTRACT DRAFT

**EXHIBIT H: METERING AND MEASURING DEVICES FOR WATER SUPPLY
INTAKES AND RETURNS**

[INSERT TABLE]

EXHIBIT “B”

[STATE CONTRACT]

EXHIBIT B = STATE CONTRACT
Draft Nov. 16, 2023

WATER STORAGE AGREEMENT
BETWEEN THE STATE OF GEORGIA AND _____

THIS AGREEMENT ("Agreement"), entered into this ___ day of _____, 2023, by and between THE STATE OF GEORGIA (hereinafter called the "State"), represented by the Director of the Environmental Protection Division ("EPD") of the Georgia Department of Natural Resources (hereinafter called "Director") and the City of Cartersville and Bartow County (hereinafter collectively the "User");

RECITALS:

WHEREAS, the Flood Control Act of 1941 (Public Law 77-228) and the Flood Control Act of 1944 (Public Law 79-534), authorized the construction, operation and maintenance of Allatoona Dam and Reservoir on the Etowah River, Georgia (hereinafter called the "Project"); and;

WHEREAS, the Acting Assistant Secretary of the Army (Civil Works) signed a Record of Decision ("ROD") on August 27, 2021 approving the reallocation of an additional 14,159 acre-feet of storage in the Project for municipal and industrial water supply; and

WHEREAS, the State has entered into a contract (the "Master Storage Agreement," attached as Exhibit 1) with the United States to secure and pay for 14,159 acre-feet of storage space in Allatoona Lake, as authorized by the 2021 ROD; and

WHEREAS, the Master Storage Agreement allows the State to withdraw water from the Project or to authorize water withdrawals from the Project to the extent such water is available in storage to be withdrawn;

WHEREAS, consistent with Article 1(b)(3) and Article 9 of the Master Storage Agreement, the State desires to enter into this Agreement with the User to authorize the User to utilize a portion of the storage space made available to the State under the Master Storage Agreement subject to the terms provide herein; and

NOW, THEREFORE, the State and the User agree as follows:

ARTICLE 1 - WATER STORAGE SPACE

A. Rights and Obligations of User

(1). User's Storage. Subject to the terms of this Agreement, the User shall have the right to utilize 11,327.2 acre-feet (the "User's Storage") of the Storage contracted to the State under the Master Storage Agreement, an amount equal to 80% (the "User's Share") of the Storage contracted to the State as of the Effective Date. The User shall have the right to

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withdraw water from the User's Storage in the Project for municipal and industrial water supply, subject to:

(a) The User submitting to EPD an application for a modified water withdrawal permit within 60 to days of the Effective Date that includes a request for an annual average limit consistent with the estimated yield of the User's Storage. The User may also request additional changes its water withdrawal permit such as removal of existing daily limits and addition of Made Inflow provisions;

(b) The requirements and limitations of any water withdrawal permit issued to the User by EPD;

(c) Any limitations on the State's rights and any rights reserved to the United States in the Master Storage Agreement; and

(d) The availability of water in the User's Storage as determined by storage accounting in Exhibit 2 as described in Article 3.

(2). Storage Space for Raw Water. This Agreement provides for the use of storage space for raw water only. The State makes no guarantees with respect to the availability of water and assumes no responsibility therefore.

(3). Permitting Consideration. Without waiving its right to object in the appropriate forum to any proposed permit condition, the User expressly acknowledges that the objective of maintaining high water levels in Allatoona Lake to benefit water supply, water quality, recreation, fish and wildlife, and other legitimate purposes, is a lawful factor to be considered by EPD in accordance with regulations regarding the issuance of water withdrawal and wastewater discharge permits at Allatoona Lake, including, but not limited to, Made Inflow requirements.

(4). Easements. It shall be the User's obligation to obtain any approvals, easements, or rights-of-way that may be necessary to enter or construct facilities upon Corps property. The State will use its best efforts to facilitate such approvals, easements, and rights-of-way.

(5). Installations. The User shall be responsible for the operation and maintenance of any installations and facilities the User may construct for the diversion or withdrawal of water, and the User shall bear all costs of construction, operation, and maintenance of such installations and facilities.

(6). Sedimentation. The State assumes no responsibility for deviations from estimated rates of sedimentation, or the distribution thereof. Such deviations may cause unequal

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distribution of sediment reserve storage greater than estimated, encroachment on total storage allocated to the State, or both.

B. Adjustments to User's Storage and the User's Share

(1). Requests for Additional Storage. The User may request additional storage in Allatoona Lake, and the Director shall have discretion to grant or deny any such request by amending this Agreement or executing a new one. Absent currently unforeseen conditions, the parties do not anticipate that the User or any other entity will make any such request until at least ten years after the Effective Date.

(2). Reduction in User's Storage Due to Sedimentation. If the State's Storage is reduced due to sedimentation as provided in Article 1(e) of the Master Storage Agreement, the User shall have the option to purchase storage from the Reserve Pool to compensate for the loss, to the extent storage is available. Following any such adjustments, the User's Share will be recalculated by dividing the total number of acre-feet contracted to the User by the total number of acre feet contracted to the State under the Master Storage Agreement.

ARTICLE 2 - REGULATION AND RIGHT TO USE OF WATER

The User has the full responsibility to acquire or maintain in accordance with state laws and regulations, and, if necessary, to establish or defend, any and all water rights needed for utilization of the User's Storage.

ARTICLE 3 - STORAGE ACCOUNTING, METERING, AND REPORTING

A. Storage Accounting. The availability of water in the User's Storage for withdrawal by the User will be determined by the storage accounting set forth in Exhibit 2, which is based on Exhibit D to the Master Storage Agreement, which provides for any credit to the State's Storage Account due to Made Inflows by the User to be credited to the User's Storage Account. The storage accounting in Exhibit 2 will be used unless and until the storage accounting set forth in Exhibit D of the Master Storage Agreement is changed, in which case Exhibit 2 will be amended to address such changes in Exhibit D.

B. Meters. The User shall furnish, install, and maintain, without cost to the State, such measuring devices as are required by Article 4 of the Master Storage Agreement. Subject to Article 4 of the Master Storage Agreement, prior to the construction or modification of any facilities for withdrawal of water from the Project, the User shall obtain the District Engineer's approval of the design, location, and installation of the facilities including the meters or

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measuring devices. Such devices shall be available for inspection by State and Corps representatives at all reasonable times.

C. Reporting. The User shall furnish to the Director and Corps, on a weekly basis in a format approved by the Director, a total daily withdrawal amount and the total amount returned on a daily time-step. The Director may request more frequent reporting during droughts.

ARTICLE 4 - PAYMENTS.

The User shall pay the following sums to the State:

A. First Cost of Storage. Within ninety (90) days of receiving notice of the charge from the State, the User shall pay the User's Share of any payment by the State to the Corps allocated to the First Cost of Storage as defined in Article 5 and Exhibit B-II of the Master Storage Agreement. Such payments shall be required only until the User has paid in full, in this or any prior contract term, the User's Share of the First Cost of Storage, after which time payment will be required only for Repair, Rehabilitation, and Replacement Costs and Operations and Maintenance, as provided in Article 4(B) and Article 4(C) below.

B. Repair, Rehabilitation, and Replacement (RR&R) Costs. Within ninety (90) days of receiving notice of the charge from the State, the User shall pay the User's Share of the cost of any RR&R costs the State is required to pay to the Corps under Article 5 of the Master Storage Agreement.

C. Annual Operation and Maintenance (O&M) Expense. Within ninety (90) days of receiving notice of the charge from the State, the User shall pay the User's Share of any O&M expense the State is required to pay to the Corps under Article 5 of the Master Storage Agreement.

D. Delinquent Payments. Any delinquent payment owed by the User shall bear interest at the rate of 1.5 percent per month or any fraction of a month. Interest shall continue to accrue until all amounts due, including interest, are received by the State. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest,

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nor shall it be construed as waiving any other rights of the State, at law or in equity, which might result from any default by the User.

ARTICLE 5 - DURATION, TERMINATION, AND MODIFICATION OF AGREEMENT

A. Effective Date and Duration. This Agreement shall become effective when signed by the Director ("Effective Date") and shall remain in full force and effect for a term not less than 30 years and for so long thereafter as User continues to require the User's Storage.

B. Conditions for Termination or Modification. After thirty (30) years from the Effective Date, the User shall be deemed to "continue to require the User's Storage" for purposes of Article 5(A) unless:

(1). The User at any time informs the Director in writing that all or part of the User's Storage is no longer required; or

(2). All of the following conditions exist:

(a) Storage is needed to meet the reasonable needs of an existing or potential new water supply provider;

(b) The Reserve Pool is fully allocated to water supply providers; and

(c) The User's Storage will not be required to meet the User's water demand at any time within the next ten years, based on the following:

(i) The User's total projected water supply demand;

(ii) The User's total assured supply from then-existing sources based on historical hydrology;

(iii) An appropriate margin of safety taking into account (i) climate trends and variability, and (ii) the importance of providing an assured source of municipal and industrial water supply; and

(iv) Any additional information presented by User.

C. Termination or Modification of Storage and Agreement.

(1). Storage Adjustments. Any termination or modification of this Agreement pursuant to this Article shall be limited to terminating the User's rights to such portion of the User's Storage the User no longer requires (the "Discontinued Storage").

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(2). Transition Period. At the User's option, the Amended Agreement shall provide for the User's rights in the Discontinued Storage to continue for a period of ten years after the date of the Director's Notice of Intent to Terminate or Modify pursuant to Article 5(d)(4) below.

(3). Payment for Discontinued Storage. In the event the User's rights to any portion of the User's Storage are terminated or modified pursuant to this Article, the State shall pay to the User the amount specified below on the date when User's right to utilize the Discontinued Storage terminates:

Payment	=	(Discontinued Storage / User's Storage prior to modification) x	Total Costs Paid by User with Interest from Date of Payment
---------	---	---	--

D. Procedures for Termination or Modification.

(1). State Option to Purchase Storage Not Required by User. If, in accordance with Article 5(B)(1), the User informs the Director in writing that all or part of the User's Storage is no longer required, the State may, at the State's option, purchase such storage as described in Article 5(C)(3).

(2). Director's Request to User for Proof of Need. If the Director receives a written application from an existing or potential new water supply provider requesting Storage, and insufficient Storage exists in the Reserve Pool to meet such request, the Director shall issue a written request ("Request for Proof of Need") that the User and all other current users provide EPD the information listed in Article 5(B)(2). Such request may be issued at any time after the initial thirty-year term of this Agreement.

(3). User Response. Following receipt of the Request for Proof of Need issued under Article 5(D)(2), the User shall have sixty (60) days to submit a written response addressing the information listed in Article 5(B)(2).

(4). Director's Notice of Intent to Terminate or Modify Agreement. If, following receipt of the User's Response, the Director concludes that the Article 5(B)(2) conditions exist, the Director will issue written findings explaining the basis for the Director's conclusion and providing formal notice to the User of the State's intent to terminate or modify the Agreement (the "Director's Notice of Intent to Terminate or Modify"). Unless the State intends to terminate

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all of the User's Storage, such notice shall include as an exhibit the Amended Agreement the State intends to implement.

(5). **Meet and Confer.** At the User's request, the User and the Director shall meet and confer in an attempt to resolve any issue the User disputes regarding the Director's Notice of Intent to Terminate or Modify. The meeting and conference shall occur within thirty (30) days of the Director issuing the Director's Intent to Terminate or Modify, or at such other time as the Parties mutually agree.

(6). **Final Decision.** Following any conference with the User, the Director will issue a formal notice to the User of the State's decision to terminate or modify the Agreement, the specific date on which the Agreement will be terminated or modified, and the Director's basis for concluding that the conditions precedent to such termination or modification are met. This Final Decision may be the same as the Director's Notice of Intent to Terminate or Modify. Unless the State intends to terminate all of the User's Storage, such notice shall include the Amended Agreement as an exhibit.

(7). **Effective Date of Modification or Termination.** The effective date of any such modification or termination shall automatically be stayed until the later of (i) the entry of final judgment by a superior court in the State of Georgia resolving any challenges to the State's decision to terminate or modify the contract, or (ii) the time for filing any such challenge has expired.

ARTICLE 6 - DISPUTE RESOLUTION

The User shall promptly notify the State of any dispute, claim, question, or disagreement relating to this Agreement or the Master Storage Agreement. The User and the State shall use their best efforts to settle any dispute, claim, question, or disagreement between them, and, if the State agrees, the State shall use its best efforts to advocate the User's position to the Corps. At the User's request, the State shall consider whether to consent to invoking the Dispute Resolution procedures contained in Article 5(g) of the Master Storage Agreement to advance the User's interests before the Corps. The State shall not unreasonably withhold such agreement or consent.

ARTICLE 7 - REMEDIES

In the event the User breaches this Agreement by making withdrawals in excess of the amount allowed under Article 1(A), such withdrawals by the User may be debited to the Reserve Pool storage account to the extent water is available in the Reserve Pool. The State shall notify the User of the exceedance and request the User's compliance. The State shall confer with the User to discuss alternatives to avoid further exceedances. If any excess withdrawal by the User results in a penalty being charged to the State under the Master Storage Agreement, the User

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shall reimburse the State for the portion of any penalty caused by the User's excess withdrawal. Such payment by the User shall be made within ninety (90) days of receiving a demand for payment from the State. This provision shall not be construed as the State authorizing any exceedance by the User. Nothing herein affects the Director's enforcement authority under State law.

ARTICLE X – NOTICE OF EMERGENCY USE OF RESERVE POOL

Until such time as the Reserve Pool has been fully allocated, if the User or any user with a storage contract at the Project (collectively, "Project Users") exceeds its storage under the Agreement or any contract for storage at the Project such that the overdraft is debited to the Reserve Pool, EPD will notify all Project Users of the debit to the Reserve Pool. At EPD's discretion, EPD will meet and confer with all Project Users to discuss alternatives to minimize and/or prevent future debits to the Reserve Pool.

ARTICLE 8 - MISCELLANEOUS

A. Notices. Any notices, payments, or other communication required or permitted under this Agreement shall be in writing and addressed to the representative for each party as set forth below. A simultaneous copy of notices, payments, or other communication shall be provided via email to the email addresses set forth below.

To State: Director
 Environmental Protection Division
 2 Martin Luther King Jr. Drive, SE
 Suite 1452, East Tower
 Atlanta, Georgia 30334

To User: [Name, Address, Email]

B. Transfers and Assignments. The User shall not transfer or assign this Agreement, nor suballot said water supply storage space or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this Agreement, or any rights acquired under this Agreement, without the express written approval of the Director provided that, unless contrary to the public interest, this restriction shall not be construed to apply to any water that may be obtained from the water supply storage space by the User and furnished to any third party or parties, nor any method of allocation thereof.

C. Covenant Against Contingent Fees. The User warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or

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understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the User for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this Agreement without liability or at its discretion to add to the price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Environmental Quality. During any construction, operation, or maintenance by the User of any facilities, the User shall take specific actions to control environmental pollution which could result from such activity and to comply with applicable Federal, State and local laws and regulations concerning environmental pollution. Particular attention should be given to:

- (1). Reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters;
- (2). Reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion;
- (3). Minimization of noise levels;
- (4). On-site and off-site disposal of waste and spoil; and,
- (5). Prevention of landscape defacement and damage.

E. Federal and State Laws

(1). Compliance. In acting under its rights and obligations as set out in this Agreement, the User agrees to comply with all applicable Federal and State laws and regulations, including, but not limited to, to the extent they apply: 40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. § 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. § 327 et seq.), the Copeland Anti-Kickback Act (formerly 40 U.S.C. § 276c)), and the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. §§ 4601-4655).

(2). Civil Rights Act. The User furnishes, as part of this Agreement, an assurance (Exhibit 4) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat.

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241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations.

(3). Regulatory Program. The User shall ensure discharges of water or pollutants into a navigable stream or tributary thereof resulting from the User's facilities and operations undertaken under this Agreement are in accordance with applicable Federal, State, and local laws and regulations.

(4). Lobbying Activities. The User furnishes, as part of this Agreement, a certification (Exhibit 5 and if applicable, Standard Form-LLL "Disclosure of Lobbying Activities") that it will comply with Title 31 U.S.C. Section 1352 of the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (Public Law 101-121, October 23, 1989) and Federal Acquisition Regulation 52.203-12 issued pursuant thereto.

F. Release of Claims. The User shall hold and save the State, including its officers, agents, and employees harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the storage in the Project, or withdrawal or release of water from the Project, made or ordered by the User pursuant to this Agreement, or as a result of the construction, operation, or maintenance of the water supply facilities and appurtenances thereto owned and operated by the User pursuant to this Agreement, except for damages due to the fault or negligence of the State or its contractors. Further, the User hereby waives any and all claims against the State regarding matters addressed in this Agreement, including any dispute about the volume of storage allocated to the User in Article 1 and/or the appropriateness of the storage accounting procedures set forth in Article 3 and Exhibit 2. The User does not waive any future claim against the State regarding the interpretation of or compliance with this Agreement.

G. Amendment. This Agreement may be amended only by written amendment signed by authorized representatives of both parties.

H. No Third-Party Beneficiaries. Except as otherwise provided in this Agreement, no entity who is not a party to this Agreement shall have any right to enforce any of its provisions, including provisions that indirectly benefit them.

I. No Effect on Existing Contracts. Nothing in this Agreement shall alter or impair the User's rights under the contract between the United States and the City of Cartersville dated [XXX].

J. Notice of Request for Storage Allocation. The Director shall provide notice to the User in writing within ten days of the Director's determination that the State has received a

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complete application from any other user or potential user for an allocation of storage from the Project.

ARTICLE 9 - DEFINITIONS.

A. Interest on the Unpaid Balance. When the Project cost is amortized, this is the interest on the unpaid balance of the Project cost (see Exhibit C in the Master Storage Agreement). If payments are made in “lump sum,” there is no amortization schedule and therefore no “interest on the unpaid balance.”

B. Annual Operation and Maintenance (O&M) Expense. Annual expenses funded under the Corps’ O&M, General account. These expenses include the day-to-day costs to operate and maintain the Project as well as O&M costs which are not capitalized. The O&M items include but are not limited to periodic inspection programs, mowing of saddle dikes, and maintenance of the project office.

C. Repair, Rehabilitation and Replacement (RR&R) Costs. Such expenditures are for costly, infrequent work and are intended to ensure continued satisfactory operation of the Project. RR&R items include but are not limited to repair of dam safety issues and repair or replacement of flow control devices such as sluice gates.

D. District Engineer. The District Engineer of the Mobile District of the United States Army Corps of Engineers or his/her successor or designee.

E. Director. The Director of the Georgia Environmental Protection Division or his/her successor or designee.

F. Storage. Space within Allatoona Lake that is used to impound water.

G. User’s Share. The percentage number calculated to one decimal point by dividing the User’s Storage by the total number of acre-feet contracted to the State under the Master Storage Agreement.

H. Made Inflows. As defined in the current version of Ga. Rules & Regs. R. 391-3-6-.07(2)(o) or any subsequent Georgia rule or regulation addressing Made Inflows.

I. Reserve Pool. Storage retained by the State in reserve for future water supply needs of existing and potential new water supply providers.

J. Total Costs Paid by User with Interest from Date of Payment. The sum of the User’s Share of the First Cost of Storage; Annual Operation and Maintenance (O&M) Expense; and Repair, Rehabilitation, and Replacement (RR&R) Costs as set forth in Article 4 above. The interest rate to be used for purposes of computing interest on past payments by the User will be

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the interest rate in effect under Exhibit C to the Master Storage Contract when the payment was made. If the amortization schedule in Exhibit C is not updated because first costs are paid in full, the interest rate used for this purpose will be the interest rate established by the Secretary under Section 936 of the Water Resources Act of 1986 for the year in which the payment was made, plus 1/8th percent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE STATE OF GEORGIA

JEFFREY COWN
Director
Environmental Protection Division
Georgia Department of Natural Resources

DATE: _____

DATE: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Annual EPD Water Testing Contract
DEPARTMENT SUMMARY RECOMMENDATION:	The attached invoice is for water quality testing performed by the Department of Natural Resources Environmental Protection Division (EPD) Drinking Water Program. The EPD laboratory has performed this annual testing for the City for many years. The fee is based on the population served by a water system, currently set at \$10,120.00. Using the EPD laboratory has the benefit of streamlined reporting and being 100% method compliant. I recommend payment of the attached invoice and authorization to contract with EPD for drinking water analysis for the period July 1, 2024, to June 30, 2025. This is a budgeted item and will be paid through account 505.3310.52.1600.
LEGAL:	N/A



FIMS Account ID:
Customer Name:
Water System ID:
Invoice Number:

Meeting: August 15, 2024 Item8.

CARTERSVILLE

GA0150002

DW-2025-000045

Total Due : **\$ 10,120.00**

Bill To:

CARTERSVILLE
FORYSTH, SIDNEY J
POB 1390
CARTERSVILLE, GA 30120

Notification:

Check Water System Information
gadrinkingwater.net

Account Information:
TOTAL AMOUNT DUE ON 08/13/2024

BILLING SUMMARY

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2024 - 06/30/2025	7/1/2024	\$ 10,120.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,120.00

EXPLANATION OF CHARGES

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
24,830	300	1	C	SW	Chemical	\$ 10,120.00
Total :						\$ 10,120.00

PAST DUE SUMMARY

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	\$ 10,120.00	\$ 10,120.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late Fee	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



PLEASE RETURN THIS PORTION OF YOUR INVOICE WITH YOUR PAYMENT.

MAKE CHECK(S) PAYABLE TO : EPD - Drinking Water Fees

FIMS ACCOUNT ID	TOTAL DUE	INVOICE #
45	\$ 10,120.00	DW-2025-000045

DUE DATE:	08/13/2024
TOTAL AMOUNT DUE:	\$ 10,120.00
TOTAL AMOUNT PAID:	

CARTERSVILLE
FORYSTH, SIDNEY J
POB 1390
CARTERSVILLE, GA 30120

MAIL PAYMENT TO:
DRINKING WATER FEES
P.O. BOX 101788
ATLANTA, GA 30392



FIMS Account ID:
Customer Name:
Water System ID:
Invoice Number:

Meeting: August 15, 2024 Item8.

CARTERSVILLE

GA0150002

DW-2025-000045

Total Due : **\$ 10,120.00**

BILLING DETAIL

Transaction Date	Transaction Type Description	Transaction Amount
7/1/2024	Past Due Balance	\$ 0.00
7/1/2024	Current Charges	\$ 10,120.00
Total:		\$ 10,120.00

If you have questions regarding your invoice, please contact the Branch most closely related to your fees at one of the numbers below:

Air Protection Branch: (404) 363-7000
Land Protection Branch: (404) 657-8600
Watershed Protection Branch: (404) 463-1511

You may also email epdfinance@dnr.ga.gov for billing questions or for technical assistance, you can visit <http://epd.georgia.gov/geos/contact-us> for program-specific contacts.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Change Order
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Atco-Pettit Creek & JDC Sewer Change Order #2
DEPARTMENT SUMMARY RECOMMENDATION:	On June 15, 2023, Council approved a construction contract with UWS, Inc. to replace two aerial sewer crossings of Pettit Creek: at Atco and on Jimmy Don Crane (JDC) property. Change order #2 adds \$28,715.00 and 60 days to the total project. The increase in cost of \$62,995.00 is due to the Bartow County request detailed below, and additional excavation at the Atco portion. The \$34,280.00 decrease is due to eliminating the additional creek crossing removal from scope. \$60,050.00 is added to the JDC section due to a request from Bartow County to lower a portion of the sewer line between manholes #2 and #5, as this serves a large portion of the Highway 20 development corridor. Bartow County will reimburse the City for this portion of the change order. This change order is recommended for your approval.
LEGAL:	Reviewed by City Attorney

Document 00 63 63

Change Order No. 2

Date of Issuance: 07/19/2024

Effective Date:

Owner: City of Cartersville

Owner's Contract No.: 505-3320-54-3409

Contractor: UWS, Inc.

Contractor's Project

No.:

Engineer: RINDT, Inc.

Engineer's Project No.: R2020-173

Project: Atco-Pettit Creek and Jimmy Don Crane Sewer Improvements

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

The sewer on Jimmy Don Crane section between manholes 2 and 5 is being lowered. Lowering these manholes will also increase the area needed for grassing and add riser sections to manholes. The Fairview Drive portion is removed from the project.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 990,245.00	Original Contract Times: 08/01/2023 Substantial Completion: 02/27/2024 Ready for Final Payment: 03/28/2024 days or dates
Increase from previously approved Change Orders No. ___ to No. <u>1</u> : \$ 441,329.81	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. <u>1</u> : Substantial Completion: 07/30/2024 Ready for Final Payment: 08/29/2024 days
Contract Price prior to this Change Order: \$ 1,431,574.81	Contract Times prior to this Change Order: Substantial Completion: 07/30/2024 Ready for Final Payment: 08/29/2024 days or dates
Increase of this Change Order: \$ 62,995.00 Decrease of this Change Order: \$ 34,280.00	Increase of this Change Order: Substantial Completion: 09/20/2024 Ready for Final Payment: 10/18/2024 days or dates
Contract Price incorporating this Change Order: \$ 1,460,289.81	Contract Times with all approved Change Orders: Substantial Completion: 09/20/2024 Ready for Final Payment: 10/18/2024 days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>James Woodyard</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Vice President</u>	Title: _____
Date: <u>07/19/2024</u>	Date: _____	Date: <u>7/22/2024</u>	Date: _____

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

STATE OF GEORGIA
COUNTY OF BARTOW

This First Amendment to Reimbursement Agreement is entered into as of the ____ day of _____, 2024, by and between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia and Bartow County, Georgia, a political subdivision of the State of Georgia.

WHEREAS, the City of Cartersville has a current construction contract with UWS, Inc. for sewer upgrades to the Jimmy Don Crane sewer line; and

WHEREAS, the Jimmy Don Crane sewer line currently serves patrons of the City of Cartersville and patrons of Bartow County, Georgia; and

WHEREAS, Bartow County previously requested that the size of the Jimmy Don Crane sewer line be increased from 12" to 24" to accommodate service to the Highway 20 corridor; and

WHEREAS, this request by Bartow County to increase the Jimmy Don Crane sewer line size resulted in an increase in the price of the construction contract between the City of Cartersville and UWS, Inc. in the amount of \$353,489.81; and

WHEREAS, the City of Cartersville and Bartow County entered into a Reimbursement Agreement as of the 21st day of December 2023, for Bartow County to reimburse the City of Cartersville the increased construction cost of \$353,489.81 sum; and

WHEREAS, Bartow County has now requested that the Jimmy Don Crane sewer line be lowered between manholes 2 and 5; and

WHEREAS, this request by Bartow County has led to increased costs in the amount of \$60,050.00; and

WHEREAS, Bartow County has agreed to reimburse the City of Cartersville for said increased costs for the Jimmy Don Crane sewer line in the additional amount of \$60,050.00.

NOW, THEREFORE, the parties agree as follows:

Bartow County, Georgia will reimburse the City of Cartersville the sum of \$60,050.00 for the increased costs to the Jimmy Don Crane sewer line related to lowering the sewer lines between manholes 2 and 5.

The parties to this First Amendment to Reimbursement Agreement have set their hands and seals to this Agreement the day and year first above written.

BARTOW COUNTY, GEORGIA

CITY OF CARTERSVILLE, GEORGIA

By: _____
Steve Taylor, Sole Commissioner

By: _____
Matthew J. Santini, Mayor

Attest: _____
Kathy Gill, County Clerk

Attest: _____
Julia Drake, City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Komatsu Lift Station Surge Relief Valve
DEPARTMENT SUMMARY RECOMMENDATION:	The Komatsu sewer lift station provides sewer service to all customers on Main Street, east of Interstate 75. The surge relief valve prevents a water hammer condition in the sewer force main, which can cause substantial damage to the piping and appurtenances in the system. The current relief valve is over twenty years old and in need of replacement. The industry standard for this specialized valve is the GA Industries surge relief valve for sewage systems. Principle Environmental has provided a quote for this replacement valve of \$12,185.00, including a 1-year warranty. Delivery date is 8-10 weeks from purchase order. This is a budgeted maintenance item; I recommend this purchase for your approval.
LEGAL:	N/A

PRINCIPLE ENVIRONMENTAL, INC

Meeting: August 15, 2024 Item10.

TO: SCOTT MOODY

**RE: CARTERSVILLE, GA – CITY OF
GA INDUSTRIES VALVE QUOTATION
PEI QUOTE #JW-240715-03**

DATE: JULY 15, 2024

We are pleased to furnish you with the following quotation:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1 each	3”	GA Industries Model 625-D SURGE RELEIF VALVE FOR SEWAGE & WASTEWATER , Cast Iron Body, 316 Stainless Steel Body Seat, Ductile Iron Disc, Resilient Disc Seat, Self-Contained Oil Hydraulic Closing Speed Control System, Zinc Plated Steel External Fasteners. LRE Body Style, Class 125 Ends, 175 Psi.

Unit Price USD: \$12,185.00

COMMENTS & CLARIFICATIONS:

- This quotation **does** comply with AIS / American Iron & Steel requirements and BABA / Build America/Buy America requirements. **Compliance must be stipulated at the time of order to obtain the necessary documentation.**
- Field service, testing and commissioning are not included in this offer.
- Standard equipment quoted with no spare parts, no accessories, no special paints or epoxies and no special optional material included in the price unless specifically detailed in the description.
- GA Industries reserves the right to modify the pricing based on any subsequent changes to the valve requirements.
- The proposed equipment has its own technical characteristics that may or may not comply with the specifications.
- Standard equipment quoted with no spare parts, no accessories, no special paints or epoxies and no special optional material included in the price unless specifically detailed in the description.
- Material finish & painting will be as per company standard
- Special tools are not required for installation, maintenance, or repair of proposed equipment.
- Spare parts, mounting hardware (nuts, bolts and gaskets), wiring and installation are **not** included in this scope of supply.
- Delivery schedule is based upon current material availability and procurement lead times. At time of order placement, availability of raw materials will be checked, and shipping promises adjusted accordingly.

PRINCIPLE ENVIRONMENTAL, INC

Meeting: August 15, 2024 Item10.

Cartersville, GA
PEI Quote No. Q-240715-03
July 15, 2024

Page 2/2

-After receipt of order, the drawing submittal(s)/engineering to be sent in 3-5 weeks

-After receipt of order and/or approved drawing(s), shipment in 8-10 weeks. Delivery dates are approximate, not guaranteed, and are subject to prior sale.

Please note the following:

1. CPT, Incoterms 2020 – **Freight prepaid and added to invoice.**
2. GA standard warranty is included.
3. Quote is valid for 30 days from date of quotation.
4. Terms are 100%, net 30 days after shipment.
5. No state sales and/or use taxes are included.
6. Transport: Standard
7. **Include the following with your PO:**
 - a. A copy of the Pump Curve.
 - b. The System Pressure (psi) with one pump in operation.
 - c. The System Pressure (psi) with two pumps in operation.
 - d. The System Pressure (psi) when neither pump is in operation.

GA Industries / VAG USA is ISO 9001:2015, 14001 & 45001 certified.

Our quotation is subject to our Terms and Conditions of Sale which are attached and can also, be found on our website at: <https://gaindustries.com/terms>.

VAG USA LLC/GA Industries warranties only the stub-end valve(s) quoted above, operational, or functional problems relating to the valve operator provided by others are not covered/warrantied by VAG USA LLC/GA.

For ordering, please address your Purchase Order **VAG USA, LLC, 234 Clay Avenue, Mars, PA 16046** and return a copy to Principle Environmental for processing with the factory on your behalf.

We look forward to assisting you in the future with all your valve requirements.

Thank you.

Yasmin Ceran
770.952.9444 (ph), yasmin@principleenvironmental.com
Principle Environmental, Inc.
Representing VAG USA, LLC (GA Industries)

1770 The Exchange, Suite 210, Atlanta, GA 30339, 770-952-9444, 770-952-7933 (F)



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works (Solid Waste)
AGENDA ITEM TITLE:	20-Yard Rear Loader Garbage Truck Bid Award
DEPARTMENT SUMMARY RECOMMENDATION:	On July 9, 2024, the Solid Waste Division of Public Works opened sealed bids for the intended purchase of a 20-Yard Rear Loading Garbage Truck. The advertisement for bid was posted on the City of Cartersville Website and the Georgia Procurement Registry. Five bid proposals were received and ranged from \$207,305.00 to \$280,772.00. Delivery time ranged from 30 days to 300 days. After evaluation by Public Works' staff and a garage representative, Public Works recommends the purchase of a Peterbilt 537 with a Heil PT-100 rear loading body. Public Works feels that this is the best selection based on acceptable specifications, price and delivery time. We recommend approval to purchase this vehicle from Carolina Environmental for a price of \$225,432.00 with a 110 to120 day delivery. This vehicle is a budgeted item that will be paid out of our capital expense account 540-3200-54-2200.
LEGAL:	N/A

CITY OF CARTERSVILLE 20 YD REAR LOADER BID TAB
7-9-24 @ 2 PM

[illegible]



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Guardrail Repair on Busch Drive
DEPARTMENT SUMMARY RECOMMENDATION:	This is a request to approve the quotation to repair a damaged guardrail at the end of Busch Drive. Martin-Robbins Fence Company has provided a quote to repair the damage in the amount of \$11,455.00. We have received an insurance check in the amount of \$11,455.00 from the responsible party's insurance company and will pay Martin-Robbins for their repair work from these funds.
LEGAL:	N/A

QUOTATION

MARTIN-ROBBINS FENCE CO., INC

2025 WESTSIDE COURT

SNELLVILLE, GA 30078

DATE March 4, 2024

Ph: 770-972-8141

Fax: 770-985-6838

To

DARRELL ELROD

CITY OF CARTERSVILLE P.W.

CARTERSVILLE GA

RE: GUARDRAIL REPAIR

BUSH DRIVE

CARTERSVILLE GA

Ph: 770-865-4275

ITEM	Description	Unit	Quantity	Unit PRICE	Total
	TO FURNISH ALL LABOR, MATERIAL, EQUIPMENT AND TRAFFIC				\$ -
	CONTROL NEEDED TO COMPLETE THE FOLLOWING				\$ -
					\$ -
	REMOVE AND DISPOSE OF DAMAGED MATERIAL, INSTALL	LS	1.00	\$9,355.00	\$ 9,355.00
	APPROXIMATELY 93.75 LF OF NEW 31" HIGH W-BEAM				\$ -
	GUARDRAIL IN RADIUS. INSTALL BUFFED END PIECE				\$ -
					\$ -
	INSTALL GA DOT TRAILING ANCHOR TYPE 1	EA	1.00	\$2,100.00	\$ 2,100.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
NOTES: PRICE DOES NOT INCLUDE ANY GRADING, GRASSING, CONCRETE ASPHALT, OR EARTHWORK				TAX	
				Shipping	
				TOTAL	\$ 11,455.00

Estimate authorized by

Name: MICHAEL DENMARK

Date: March 4, 2024

Title: SALESMAN

Signature: Michael E. Denmark



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Customer Service
AGENDA ITEM TITLE:	Replacement of (2) Pick-up Trucks
DEPARTMENT SUMMARY RECOMMENDATION:	The Customer Service group is requesting approval to purchase two (2) replacement pick-up trucks. (2) 2024 Chevrolet Colorado's in the amount of \$69,010.78 (\$34,505.39 each). These trucks will replace truck #106 2013 F-150 147,152 miles and truck #107 2013 F-150 with 123,514 miles. The requested truck replacements are budgeted items.
LEGAL:	N/A



Price Summary

Invoice# **74760 & 74755**

Vin # **1GCGSBEC4R1113271 & R1113218**

Vehicle: **Two (2), 2024 Chevy Colorado 2WD WT package**

Bill To: **City of Cartersville, GA**

Item Description	Amount
------------------	--------

MSRP \$ 32,810.00

Discounts including any applicable rebates: - \$200.00

Options/Misc: \$ 743.89 Mats and 2 extra key fobs

Upfit cost: \$545.00 Step Boards

Spray-in-bedliner: \$500.00

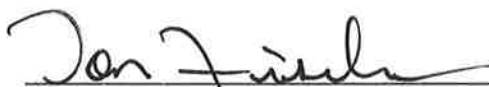
Trade value: \$0

Vehicle cost: \$34,398.89

Title Fee: \$0

Delivery: \$106.50

Total Bid Price: \$ 34,505.39 Per Unit

_____

City of Cartersville
Customer Service Department
Contact: Tara Mathis - 770-607-6273

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

City of Cartersville reserves the right to reject any or all bids.

Short Box WT 2WD

Current Model Year Available

Quantity: 2

Vendor Information:

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

All Specifications are Minimum Requirements

Supporting Data:

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

Customer Service Dept. - Crew Cab , Short Box , Work Truck , 2WD	Meets Specifications		
	YES	NO	COMMENTS
4 cyl w/ Turbo	✓		
Cab - Crew Cab	✓		
Short bed	✓		
Regular wheel base	✓		
Automatic Transmission, w/ 2-wheel drive	✓		
Air Conditioning & Heat	✓		
Gray Seats w / Heavy Duty Material		✓	BLK Evotex Cloth Heavy Duty, but Black
Standard AM-FM Radio with Bluetooth	✓		
Rear Proximity Sensors		✓	HD Rear Camera
Power Steering	✓		
Power Brakes	✓		
Rubber Flooring w/ Rubber Floor Mats	✓		Added, Mats \$161.79
Spray-In Bed Liner	✓		
Exterior Color - White	✓		
Heavy Duty Rims-Steel	✓		
Full size spare tire		✓	compact, tire/wheel
4" step boards	✓		Added, \$545.00

4 Sets of Keys	✓		Added 561.89 Total
Power Windows	✓		
Total Per Unit Price		\$ 34,505.39	

Anticipated number of weeks until delivery (after approval): 20 days

Bid Submitted By: Vendor
Contact Person
Telephone Number

Donohoo Chevrolet, LLC
Don Fischer Don Fischer
256-845-3525 Ext. 4121



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Vehicle Repair at Matthews Garage
DEPARTMENT SUMMARY RECOMMENDATION:	A city Police Department vehicle was involved in an auto accident in March and the cost to repair the vehicle from Matthews Garage came to \$7656.82. The city is responsible for the \$1,000 deductible on these repairs. I recommend approval of this invoice from Matthews Garage.
LEGAL:	N/A

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

Meeting: August 15, 2024 Item14.

71272

Org. Est. # 085709

INVOICE

Printed Date: 07/26/2024

Tax Resale #: 00000000

Work Completed: 07/26/2024

CITY OF CARTERSVILLE - CARTERSVILLE CITY OF

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

2020 Ford - Police Interceptor Utility - 3.3L, V6 (204CI) VIN(B)

Lic #: Odometer In: 1

Unit #: 4282

VIN #: 1FM5K8AB7 LGD07798

Part Description	/ Number	Qty	Sale	Ext	Labor Description	Hours	Ext
FRONT UPER BUMPER COVER FO1014140C		1.00	458.00	458.00	OVERHAUL FRONT BUMPER	3.80	190.00
RF BUMPER REINFORCEMENT FO1043163		1.00	30.00	30.00	REFINISH FRT UPER BUMPER COVER	2.70	135.00
LF BUMPER REINFORCEMENT LB5Z17C947B		1.00	37.85	37.85	R&R FRT PUSH BUMPER KIT	2.50	125.00
R&L FRT BUMPER RIVET R&K		4.00	0.96	3.84	ADD TO REWIRE FRONT LIGHTS AND SIRENS	0.50	25.00
RF BUMPER SIDE COVER FO1039193C		1.00	73.00	73.00	R&I GRILLE ADHESIVE EMBLEM- CLEAN & RETAPE EMBLEM	0.60	30.00
LF BUMPER SIDE COVER FO138193C		1.00	62.00	62.00	R&R BOTH FRT HEADLAMPS	1.00	50.00
FRT BUMPER LICENSE PLATE BRK FO1068182		1.00	25.00	25.00	CK AND ADJUST HEADLAMPS	0.40	20.00
FRONT BUMPER RIVET FBR		2.00	4.65	9.30	ADD TO R&I FRONT AIRBAG SENSOR	0.50	62.50
FRT LWR BUMPER COVER LB5Z17D957AB		1.00	255.88	255.88	R&I UPPER FRT BODY SUPPORT	0.50	25.00
FRT BUMPER REINFO. L1MZ17757A		1.00	599.63	599.63	R&R FRT BODY RAD SUPPORT	3.20	160.00
GO RHINO PUSH BUMPER KIT GRH-5344		1.00	477.50	477.50	SET BACK NEC WIRING	0.50	25.00
WIRING SUPPLIES WS		1.00	15.00	15.00	ENVIRONMENTAL FEE		5.00
GRILLE ASSY LB5Z8200FC		1.00	613.15	613.15	ADD FOR CLEARCOAT	1.10	55.00
EMBLEM TAPE ET		1.00	6.82	6.82	PRE & POST REPAIR SCANS	1.00	125.00
RF COMBINATION LAMP RFC		1.00	1,200.00	1,200.00	TINT COLOR	0.50	25.00
LF COMBINATION LAMP LFC		1.00	1,235.00	1,235.00	SHIPPING AND FEE ON PUSH BUMPERS		148.55
FRT BODY RAD. SUPPORT L1MZ16138J		1.00	766.38	766.38	DISCONNECT AND RECONNECT BATTERY	0.20	10.00
UPER FRT BODY AIR DEFLECTOR LB5Z8312B		1.00	215.02	215.02	TEST FIT A/M BUMPER PRIOR TO PAINT	1.00	50.00
LWR FRT BODY AIR DEFL. LB5Z8327A		1.00	91.80	91.80	SET UP AND MEASURE FRONT END	0.50	25.00
PAINT & MATERIALS PM		1.00	180.60	180.60			
FLEX ADDITIVE FA		1.00	10.00	10.00			

Visit us on the web www.matthewsgarage.com

Email Address: tara@matthewsgarage.com

