



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, March 18, 2021 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. March 4, 2021

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

2. AZ21-03: 112 Euharlee Rd

3. SU21-01: 807 West Ave

4. SU21-02: 215 West Ave

5. T21-01: Text revision- Fences and walls, Zoning Sec 4.16

FIRST READING OF ORDINANCES

6. Amendment to Festival Zone Ordinance

BID AWARD/PURCHASES

7. Main Street Lift Station Pump Replacement

- [8.](#) WPCP Pre-Mixer Repair
- [9.](#) Vacuum Excavation Trailer
- [10.](#) Monroe County Taxes
- [11.](#) Grasshopper Zero Turn Mower

OTHER

- [12.](#) Addendum – Etowah Disc Golf Contract

CONTRACTS/AGREEMENTS

- [13.](#) Gymnastics Program Provider - StingRays
- [14.](#) RFP for 178 W. Main Street

MONTHLY FINANCIAL STATEMENT

- [15.](#) January 2021 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | City Council Minutes |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | March 4, 2021 |
| DEPARTMENT SUMMARY RECOMMENDATION: | The minutes from the March 4, 2021 City Council meeting have been uploaded for your review and approval. |
| LEGAL: | N/A |

City Council Meeting
10 N. Public Square
March 4, 2021
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:00 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

A motion was made to enter into Executive/Closed Session by Council Member Roth and seconded by Council Member Cooley at 6:29 PM

Mayor Santini closed Work Session at 6:45 P.M.

OPENING MEETING

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Cooley.

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

Absent: Jayce Stepp, Council Member Ward Two

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. February 18, 2021 Council Meeting Minutes

A motion to approve the February 18, 2021 Council Meeting Minutes was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0

ADDED ITEM

A motion was made to add an item to the agenda by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote 5-0

2. Appointment of Sidney Forsyth as Water Department Director

Dan Porta, City Manager, requested that Council approve the appointment of Mr. Sidney Forsyth as the new Water Department Director.

A motion was made to appoint Mr. Sidney Forsyth as the Water Department Director by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0

Mr. Forsyth was sworn in by City Clerk, Julia Drake.

PUBLIC HEARING – 2ND READING OF ZONING/ANNEXATION REQUESTS

3. AZ21-01: 24 Royal Lake Cove

Randy Mannino, Planning and Development Department Head, stated the applicant was requesting to be annexed into the City limits of Cartersville. This application is in association with annexation application AZ21-02 for properties located at 16,18, and 20 Royal Lake Cove. There are nine lots on Royal Lake Cove. Seven of nine lots are developed with single-family homes. Two lots are owned by the applicant. All lots are currently in unincorporated Bartow County. County water and Greystone Power currently serve the property. Planning Commission recommended denial. All properties were properly posted and advertised.

Public Hearing opened for the Zoning portion of AZ21-01.

Mr Chad Hullander, 16 Royal Lake Cove, came forward to speak for the item.

With no one else to come forward, the public hearing was closed.

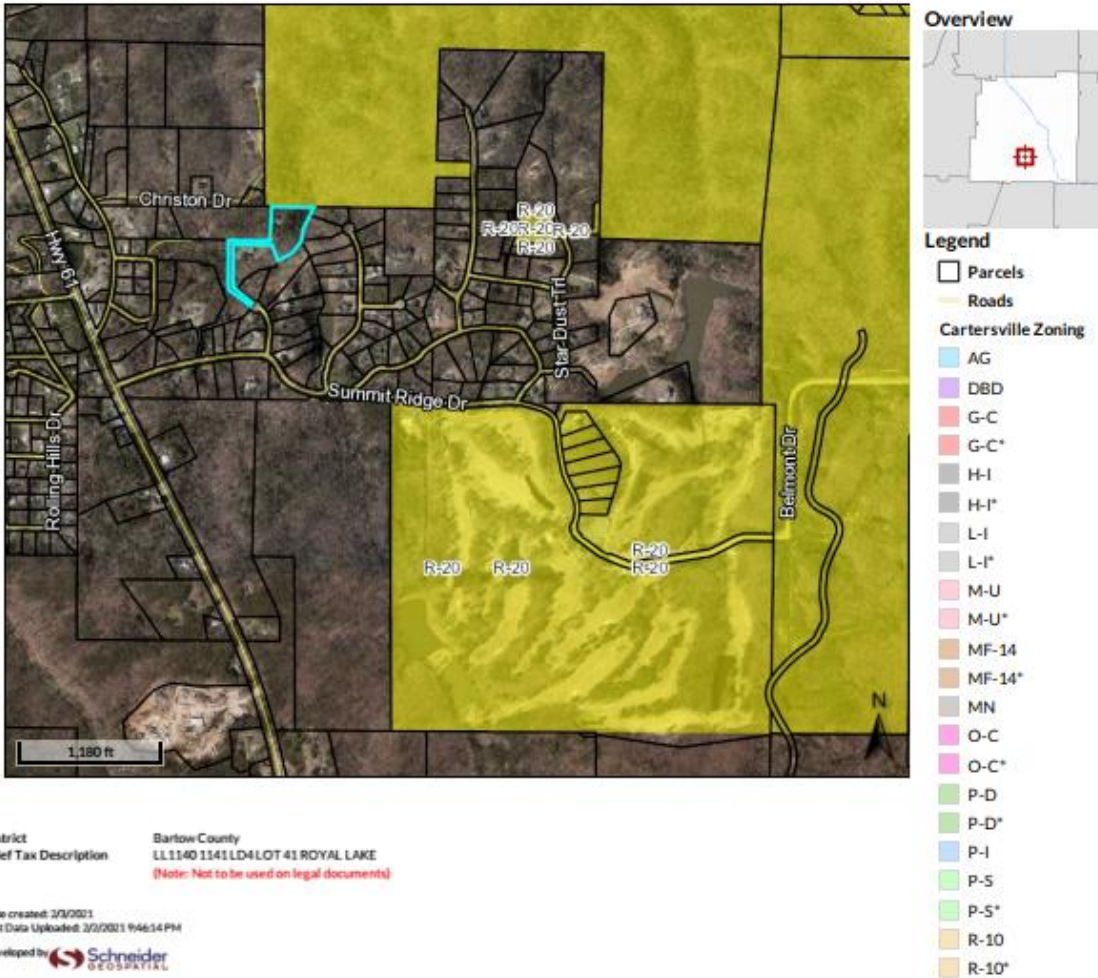
Public Hearing for the annexation portion of AZ21-01.

Mr. Hullanders remarks from the previous Public Hearing remain the same for this Public Hearing.

With no one else to come forward, the public hearing was closed.

A motion was made to approve the annexation portion of AZ21-01: 24 Royal Lake Cove by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

A motion was made to approve the zoning portion of AZ21-01: 24 Royal Lake Cove by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0



4. AZ21-02: 16, 18 & 20 Royal Lake Cove

Mr. Mannino stated the applicant is requesting his three properties, 16, 18 and 20 Royal Lake Cove, be annexed into the City limits of Cartersville. This was contingent upon the annexation approval of AZ21-01, 24 Royal Lake Cove, which was approved.

There are nine lots on Royal Lake Cove. Seven of nine lots are developed

with single-family homes. The applicant owns three lots. All lots are currently in unincorporated Bartow County. The owner wishes to annex into the city for the school system. County water and Greystone Power currently serve the properties. Planning Commission recommended denial.

Public hearing open for the Zoning portion of AZ21-02. Mr. Hullander stated that his remarks for AZ21-01 are the same for AZ21-02.

With no one else to come forward, the public hearing was closed for the Zoning portion.

Public hearing opened for the Annexation portion of AZ21-02. With no one to come forward, the public hearing was closed for the Annexation portion.

A motion was made to approve the annexation portion of AZ21-02: 16, 18 & 20 Royal Lake Cove by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

A motion was made to approve the zoning portion of AZ21-02: 16, 18 & 20 Royal Lake Cove by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

SECOND READING OF ORDINANCES

5. Impound Fees

Keith Lovell, Assistant City Attorney, explained that Bartow County will be increasing fees for impounds. The fees will be increased from \$30 to \$50, \$60 to \$100, and \$120 to \$150. This Ordinance Amendment is to reflect the City fees according to the County fees.

A motion was made to approve the Impound Fee Ordinance by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

Ordinance no. 07-21

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 5 - ANIMALS, ARTICLE VI. - IMPOUNDMENTS, HEARINGS, APPEALS, SEC. 5-35. - RETURN OF ANIMAL TO OWNER is hereby deleted in its entirety and replaced as follows:

1.

Sec. 5-35. - Return of animal to owner.

- (a) *Return of animals-at-large.* If the name of the owner of an animal found at large is known or can be obtained with reasonable dispatch, and there are no other violations of this chapter, the animal control officer shall return the animal to the residential address of the owner. If there is no one present, the officer shall impound the animal and leave written notice of whom the owner must contact to reclaim the animal. The owner shall be cited for violation of this chapter.
- (b) *Return of animals with violations.* If an animal is impounded for a violation, and the procedure for return is not otherwise specified in this chapter, or a hearing is not otherwise requested or required, the animal shall be returned once all fees for the violation and impoundment are paid, and the conditions necessitating the impoundment have been cured or corrected, if applicable.
- (c) *Impoundment fees.* An owner reclaiming an impounded animal shall pay a fifty-dollar (\$50.00) impoundment fee plus a fee of fifteen dollars (\$15.00) for each day the animal is impounded as a boarding fee if impounded at the shelter or their shelter's then-current fees (or the actual costs of impoundment if impounded off-site), and the actual veterinary costs for care of the animal.
- (d) *Second impoundment.* An owner reclaiming an impounded animal for a second impoundment within one (1) year shall pay a one-hundred-dollar (\$100.00) impoundment fee, plus a fee of fifteen dollars (\$15.00) for each day the animal is impounded as a boarding fee or the shelter's then-current fees (or the actual costs of impoundment if impounded off-site), plus any actual veterinary costs for care of the animal.
- (e) *Third and subsequent impoundment.* An owner reclaiming an impounded animal for a third or subsequent impoundment within one (1) year shall pay a one hundred and fifty-dollar (\$150.00) impoundment fee, plus a fee of fifteen dollars (\$15.00) for each day the animal is impounded as a boarding fee or the shelter's then-current fees (or the actual costs of impoundment if impounded off-site), plus any actual veterinary costs for care of the animal.

2.

This Ordinance shall become effective as of March 10, 2021 and until said date, the previous ordinance shall remain in effect.



3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: February 18, 2021
SECOND READING: March 4, 2021


MATTHEW J. SANTINI, MAYOR

ATTEST: 
JULIA DRAKE, CITY CLERK


APPOINTMENTS

6. Appointment of DDA Board Member

Lillie Read, Downtown Development Authority Director, stated that staff is recommending Justin Owen for appointment to the DDA Board. Justin will be filling the remainder of Barry Henderson’s term after Mr. Henderson’s resignation from the Board to pursue Art in Bartow. Mr. Owens term would end on February 18, 2023.

A motion was made to approve Justin Owens appointment to the DDA Board by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

RESOLUTION

7. Resolution for Creation of Festival Zone

Ms. Read, stated that this Resolution (03-21) is to request the creation of a festival zone for an event held by Trey Benham with the Circle of Advancement on Saturday, April 24, 2021. The event is to be held in Friendship Plaza and will not require any street or parking closures.

Mayor Santini stated an Ordinance will be forthcoming to clarify the Festival Zone now that the Downtown Entertainment Zone is in place.

A motion to approve the Resolution for Creation of Festival Zone was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0

Resolution No. 03-21

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

April 24 – Saturday – Sip and Shop (hosted by Circle of Advancement)

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband or other means of identification, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board, staff, or an approved festival manager will, in conjunction with event staff and volunteers, place signage around each event to identify the boundaries of the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses or caterer.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the above listed events be designated a Community Festival Zone.

ADOPTED this the 4th day of March 2021.

/s/ Matthew Santini
Matt Santini
Mayor

ATTEST:
/s/ Julia Drake
Julia Drake
City Clerk



ENGINEERING SERVICES

8. Quiet Zone Consultant

Tommy Sanders, Public Works Department Head, stated this consultant services agreement is for Atlas to advise and assist the City in the implementation of a Quiet Zone (QZ) for downtown. The cost for these services is \$9,850. Public Works is seeking permission for the Mayor to sign all related documents. This was a budgeted item and is to be funded from 2020 SPLOST.

A motion to approve the Quiet Zone Consultant was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

CONTRACTS/AGREEMENTS

9. GA Power Encroachment Agreement Cassville-White Rd SP-21-001

Michael Hill, Gas Department Head, stated this is the Encroachment Agreement between the City and Georgia Power Company prepared by Georgia Power Company giving rights to the Gas System to construct the proposed natural gas facilities for this project within Georgia Power Company's existing easements and right-of-ways.

10. GA Power Encroachment Agreement Carson Loop SP-21-002

Mr. Hill stated this is the Encroachment Agreement between the City and Georgia Power Company prepared by Georgia Power Company giving rights to the Gas System to construct the proposed natural gas facilities for this project within Georgia Power Company's existing easements and right-of-ways.

A motion to approve the GA Power Encroachment Agreement Cassville-White Rd SP-21-001 and GA Power Encroachment Agreement Carson Loop SP-21-002 was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

11. Advanced Metering Program Task Order 1.2A

Mr. Porta stated UMS, who has been contracted to assist the city with the Advanced Metering Program project, has submitted Task Order #1.2A, Pre-Implementation Planning Services for \$135,480. This Task Order will authorize UMS to assist staff in several areas including meter reading transition, program communication strategy, AMI systems integration, AMI software testing and program training. This is the next phase in the process for the city as we begin get ready to purchase and install the new Sensus meters.

It was recommended for approval of Task Order #1.2 for \$135,480 with UMS which will be paid for from Electric, Gas and Water and Sewer operating funds.

A motion was made to approve the Advanced Metering Program Task Order 1.2A by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

12. Motorola Radio Quarterly Invoice

Mr. Porta stated Bartow County had submitted the fourth quarter 2020 quarterly invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item. It was recommended for approval to pay the invoice for \$31,466.55.

A motion was made to approve the Motorola Radio Quarterly Invoice by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

13. New World 2021 Maintenance

Mr. Porta explained that Bartow County has submitted the 2021 invoice for the New World (Tyler Technologies) 911 software that is used by our Police and Fire Departments. This is a budgeted item. It was recommended for approval to pay this invoice for \$40,534.63.

A motion was made to approve the New World 2021 Maintenance by Council Member Cooley and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0

14. Goodyear Clubhouse Project Manager Agreement

Mr. Porta stated City staff had begun the process of renovating the Goodyear Clubhouse and in order to complete the renovation project in a timely manner and find tradesman that are needed, such as lead based paint removal specialists, staff would like to hire a Project Manager to oversee the renovation. The recommendation was for Ron Goss with McWhorter Goss General Contractors, LLC to be the Project Manager on this renovation. This is a budgeted item and is funded through Tourism Product Development (TPD) Funds and Parks and Recreation Bond funds.

A motion was made to approve the Goodyear Clubhouse Project Manager Agreement by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

15. Kenworth Road Tractor Repair

Sydney Forsyth, Water Department Assistant Director, stated the Water Pollution Control Plant utilizes a 1999 Kenworth road tractor to transport biosolids from the plant for final disposal to land application sites.

On 2/18/2021, Council approve the not-to-exceed price of \$10,000 to Taylor Truck and Equipment, Inc. for the repair/replacement of a cracked cylinder head on a 1999 Kenworth. Upon opening the engine for this repair, the mechanics discovered significantly more damage to the cylinder walls and engine block than expected and estimated.

Taylor Truck and Equipment Inc. has provided a quote to rebuild the engine for \$23,694.15. This amount is in lieu of, not in addition to the originally approved \$10,000. Upon requested approval, the amount will be paid from account # 505-3330-52-2360.

A motion was made to approve the amended proposal for the Kenworth Road Tractor Repair by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0

16. WPCP Secondary Screw Life Pump Bearing Replacement

Mr. Forsyth stated the lower bearing on the secondary lift station screw pump #1 needed to be replaced. It is not yet in complete failure and may be used in an emergency, but should be replaced as soon as possible.

The department had received a quote from Evoqua Water Technologies, the pump/bearing manufacturer for a replacement bearing for \$20,500.00. This is a sole source item from the original manufacturer. Approval was budget and recommended for this amount and is to be paid from account 505-3330-52-2361.

A motion was made to approve the WPCP Secondary Screw Life Pump Bearing Replacement by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

A motion was made to add an item for Ante Litem Notice to the agenda. Motion was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0

ADDED ITEM

17. Ante Litem Notice – Clifford Ellis

Mr. Lovell explained that he had received an Ante Litem notice from Montlick & Associates concerning alleged claims against the City by Clifford Ellis, Jr. relating to an incident which occurred on or about October 16, 2020. Mr. Lovell recommended Council

to deny the Ante Litem Notice.

A motion was made to deny the Anti Litem Notice by Council Member Fox and was seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0

RESOLUTION NO. 04-21

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA

WHEREAS, on or about March 1, 2021, the City of Cartersville received an Ante Litem Notice dated January 25, 2021, from Montlick & Associates, P.C., concerning Clifford Ellis, Jr.'s' alleged claims against the City relating to an incident which occurred on or about October 16, 2020.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council that the City of Cartersville denies the Ante Litem Notice claim submitted as referenced above, based on the information currently available to it, and directs the City Attorney's Office to inform Montlick & Associates, P.C. of said denial.

BE IT AND IT IS HEREBY RESOLVED this 4 day of March, 2021.

/s/ Matthew J. Santini
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:
/s/ Julia Drake
Julia Drake, City Clerk
City of Cartersville, Georgia



TABLED ITEMS

- **AZ20-04 175 E. Main Street**
- **Z20-03 175 E. Main Street**

A motion was made to remove two tabled items, AZ20-04 175 E Main St. and Z20-03 175 E. Main St., by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

18. AZ20-04 175 E. Main St.

Mr. Mannino stated the annexation/ zoning request is to annex 1.944 acres of PIN 0077-0459-001 located south of 135-175 Main Street Market Place to relocate and expand the detention pond for the proposed multi-family residential project identified in zoning application Z20-03. The annexed tract would be combined with an existing tract containing a detention pond for the Kroger development. The applicant requests MF-14 zoning. Planning Commission recommends approval, 4-1

Mayor Santini explained that the City, County, and School System did not want to entertain the idea of using TAD money for this project. All parties believed that it would set an expectation for other developments that this would be an option. Furthermore, Mayor Santini reiterated that under no circumstances would TAD money be used for this project.

Public hearing for the Zoning portion was opened. With no one to come forward, the public hearing for the Zoning portion was closed.

Public hearing for the Annexation portion was opened. With no one to come forward, the public hearing for the Annexation portion was closed.

A motion was made to approve the annexation portion of AZ20-04 175 E. Main St. by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

A motion was made to approve the zoning portion of AZ20-04 175 E. Main St. by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

19. Z20-03 175 E. Main St.

Mr. Mannino stated the applicant requests rezoning of 16.77 +/- acres from G-C (General Commercial) to MF-14 (Multi-Family Residential) for the purposes of constructing a 200-unit apartment complex. The site is located in the Main Street Overlay District and will be required to comply with the Districts' standards. Planning Commission recommends approval, 4-1.

Public hearing for the Zoning portion was opened. With no one to come forward, the public hearing for the Zoning portion was closed.

A motion was made to approve Z20-03 175 E. Main St. by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

A motion to adjourn the meeting was made by Council Member Cooley

and needed no second. Motion carried unanimously. Vote: 6-0

Meeting Adjourned at 7:42 PM

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Public Hearing – 1 st Reading of Zoning/Annexation Requests |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | AZ21-03: 112 Euharlee Rd |
| DEPARTMENT SUMMARY RECOMMENDATION: | Application by Courtney Stanley, for the annexation of property located at 112 Euharlee Road, Tax Parcel ID 0056B-0002-002, located in Land Lot 636 of the 4 th District, 3 rd Section. The property contains a total of 0.61 acres. Current zoning: A1 (County). Proposed zoning: R-20. Planning Commission recommends approval, 4-0. |
| LEGAL: | N/A |

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ21-03

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Courtney Stanley
 Representative: Same
 Location: 112 Euharlee Road
 Total Acreage: Approx. 0.61 acres

LAND USE INFORMATION

Current Zoning: County A-1 (Agriculture)
 Proposed Zoning: R-20 (Single-Family Residential)
 Proposed Use: Residential

Current Zoning of Adjacent Property:

North: County A-1 (Agriculture)
 South: City H-I (Heavy Industrial)
 East: City R-20 (Single-Family Residential)
 West: City R-20 (Single-Family Residential)

For All Tracts:

District: 4th Section: 3rd LL(S): 636
 Ward: 3 Council Member: Cary Roth

The Future Development Plan designates the subject property as: Adjacent properties are designated as Suburban Living and Workplace Center.

The Future Land Use Map designates adjacent or nearby city properties as: Low-Medium Density Residential.

ANALYSIS

City Departments Reviews

Electric: No objections

Fibercom: Takes no exception

Fire: No comments received

Gas: Takes no exception

Public Works: We do not oppose this annexation. However, please note that if this location is annexed, then they will incur a stormwater utility bill of \$5.25/month.

Water and Sewer: This property is located in the City of Cartersville Water Department’s water service area. The existing residence is a Cartersville Water Department customer. The requested annexation will have no adverse affect on water service to this site. The water customer will qualify for “inside City” water rates which are lower. Customers are responsible for notifying the City’s Customer Service Office and applying for the lower water utility rates.

SEWER SERVICE COMMENTS:

Sewer service to this property is provided by septic tank.

Cartersville School District: No objections

Bartow County: No objections

Public Comments:

Walt Sullens, Euharlee Road adjacent property owner. Supports annexation.

REQUEST SUMMARY:

The annexation and zoning request is to annex property located at 112 Euharlee Road. The lot contains approximately 0.61 acres with one single-family house on the property. The owner wishes to annex into the city for the school system. Only City water serves this lot.

If the annexation is approved, a monthly stormwater fee will be assessed. The fee would be approximately \$5.25/ month per Sec. 24-437. - Stormwater service charges of the city ordinance.

The city does provide trash and recycling services to city properties along Euharlee Rd.

If the annexation is approved, the applicant would be eligible for “Inside City” water rates.

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 R-20 zoning district is an appropriate zoning category. Adjacent properties are zoned R-20.

- 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 of adjacent property.

- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned, the property would continue to be used for single-family residential.

- 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 annexation and zoning would conform to the city's land use plan for the area.

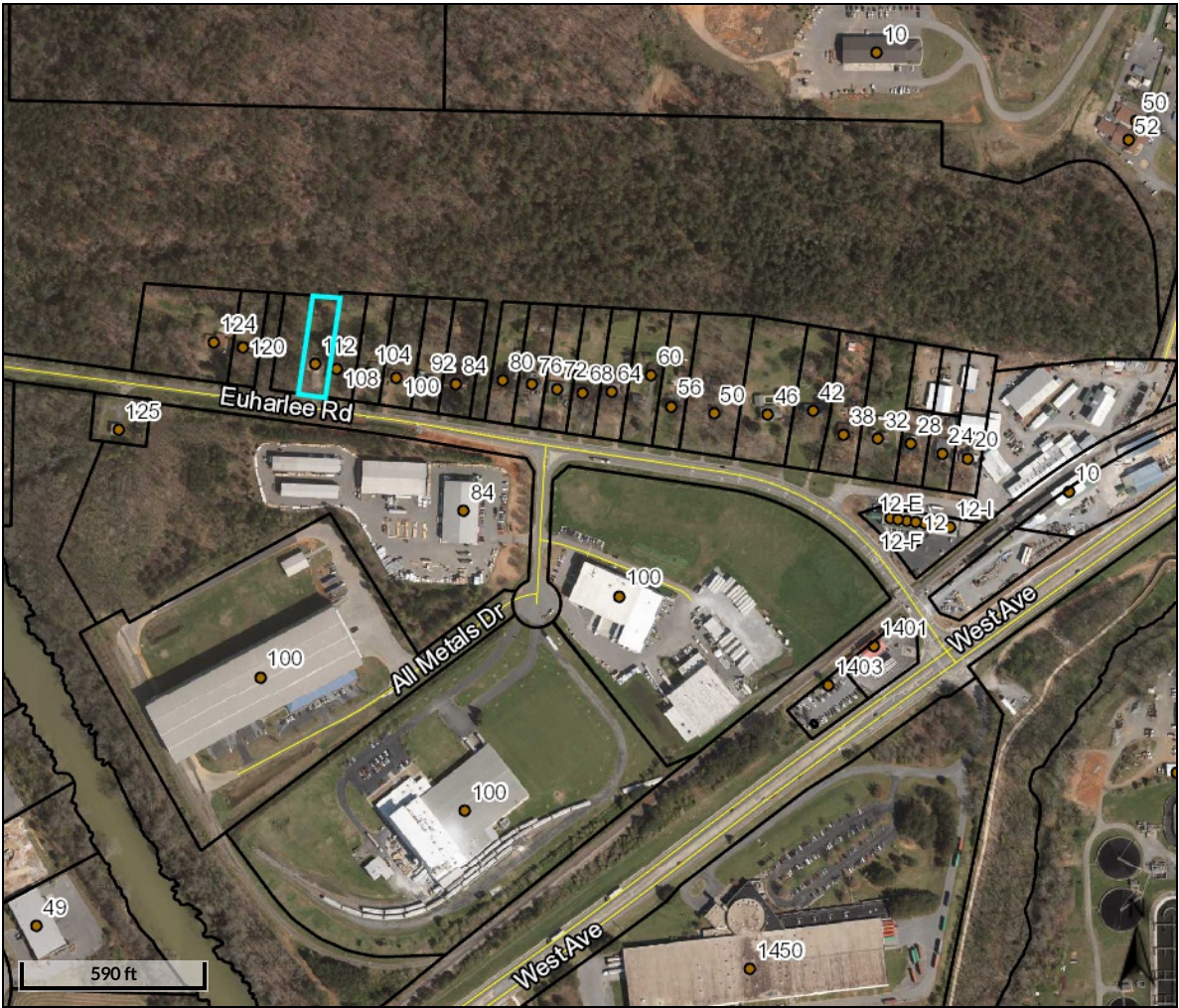
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect compared to the existing land use.

- 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 other conditions are known.

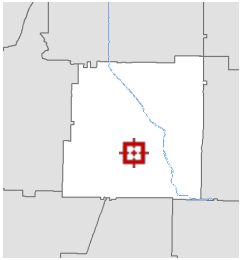
STAFF RECOMMENDATION: *Staff recommends approval.*

PLANNING COMMISSION RECOMMENDATION:

Recommends Approval, 4-0



Overview



Legend

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

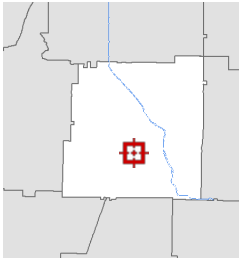
| | | | | | |
|------------------------------|-------------------------------------------|---------------------|-------------|----------------------|------------------------|
| Parcel ID | 0056B-0002-002 | Alternate ID | 10892 | Owner Address | HHP HOMES LLC |
| Sec/Twp/Rng | n/a | Class | Residential | | 25 LIBERTY DRIVE |
| Property Address | 112 EUHARLEE RD | Acreeage | 0.61 | | CARTERSVILLE, GA 30121 |
| District | Bartow County | | | | |
| Brief Tax Description | LL 636 D 4 LOT 26 SHAW | | | | |
| | (Note: Not to be used on legal documents) | | | | |

Date created: 2/24/2021
 Last Data Uploaded: 2/23/2021 10:03:57 PM

Developed by 

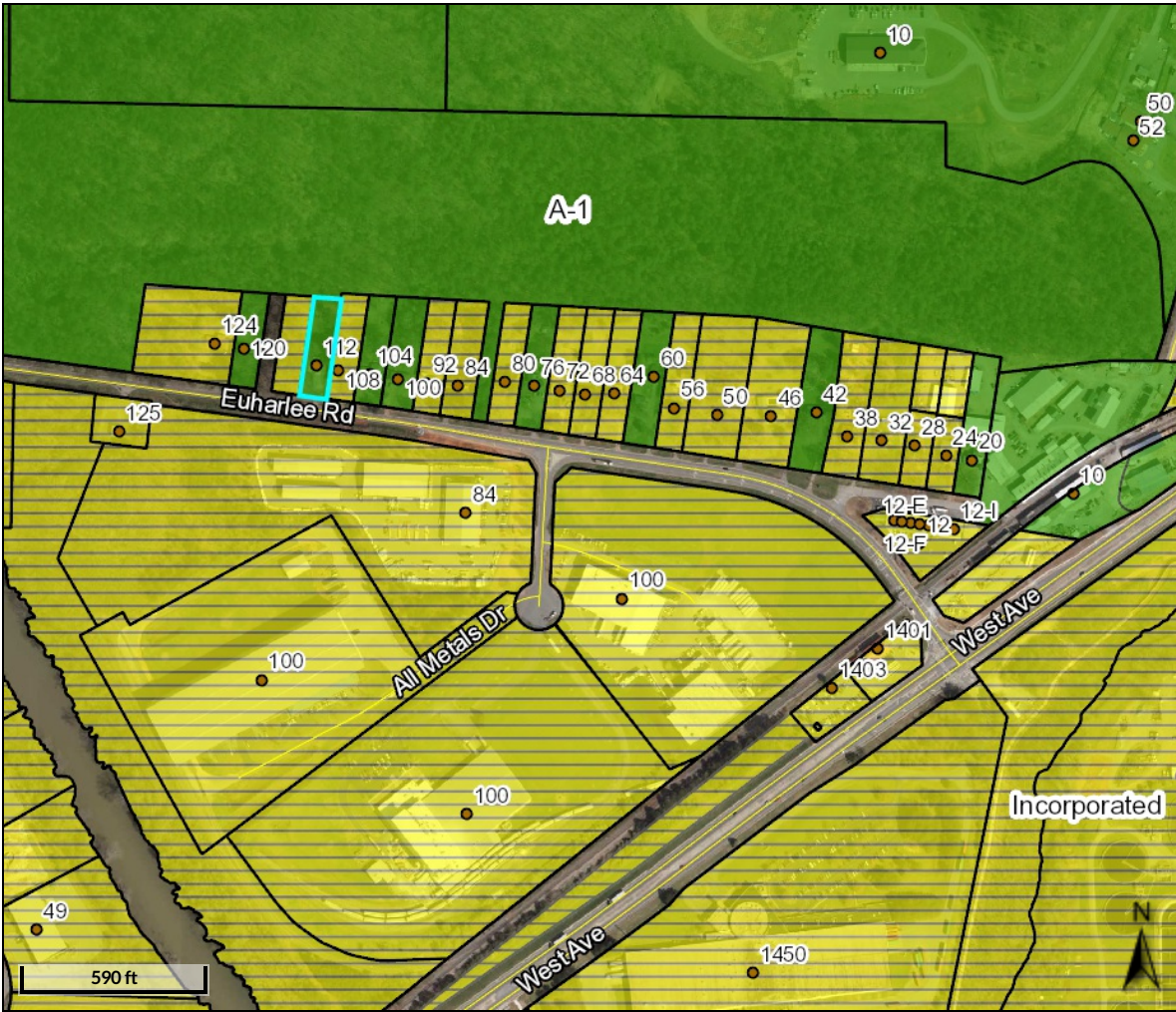


Overview

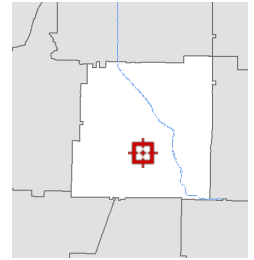


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|-----------------------|--------------------------------------------------|--------------|-------------|---------------|------------------------|
| Parcel ID | 0056B-0002-002 | Alternate ID | 10892 | Owner Address | HHP HOMES LLC |
| Sec/Twp/Rng | n/a | Class | Residential | | 25 LIBERTY DRIVE |
| Property Address | 112 EUHARLEE RD | Acreage | 0.61 | | CARTERSVILLE, GA 30121 |
| District | Bartow County | | | | |
| Brief Tax Description | LL 636 D 4 LOT 26 SHAW | | | | |
| | <i>(Note: Not to be used on legal documents)</i> | | | | |




































Date created: 2/24/2021
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 Developed by



Overview



Legend

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

| | | | | | |
|-----------------------|------------------------|--------------|-------------|---------------|------------------------|
| Parcel ID | 0056B-0002-002 | Alternate ID | 10892 | Owner Address | HHP HOMES LLC |
| Sec/Twp/Rng | n/a | Class | Residential | | 25 LIBERTY DRIVE |
| Property Address | 112 EUHARLEE RD | Acreage | 0.61 | | CARTERSVILLE, GA 30121 |
| District | Bartow County | | | | |
| Brief Tax Description | LL 636 D 4 LOT 26 SHAW | | | | |

(Note: Not to be used on legal documents)

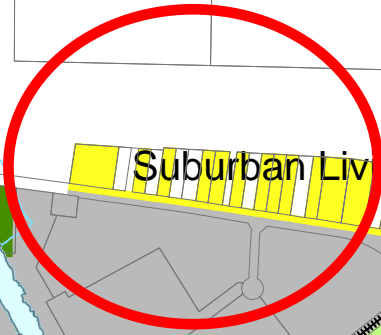
Date created: 2/24/2021
 Last Data Uploaded: 2/23/2021 10:03:57 PM

Developed by 

**Cartersville, GA
Future Development Map**

Comm
Rec
and Co

Suburban Living



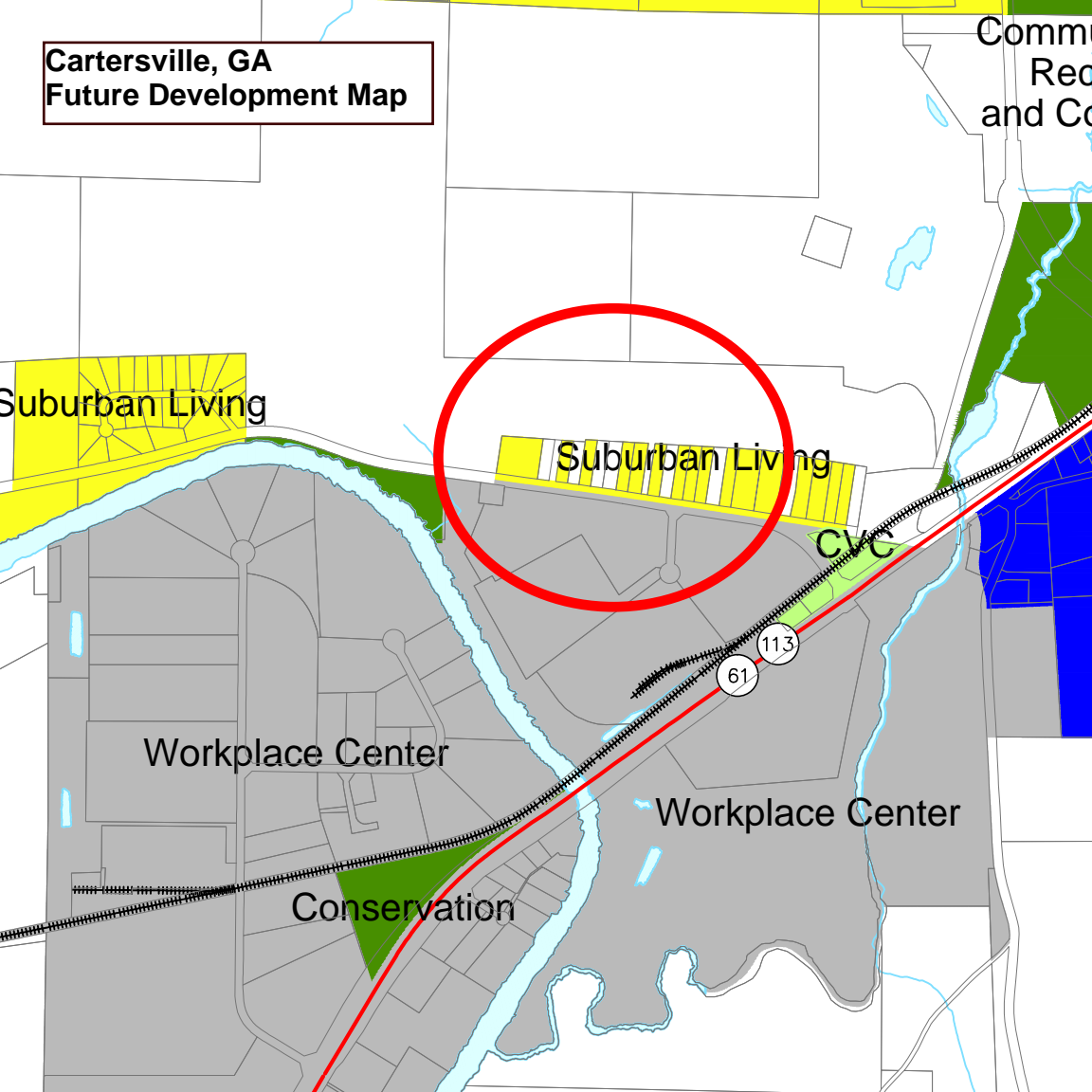
Suburban Living
CVC

Workplace Center

Workplace Center

Conservation

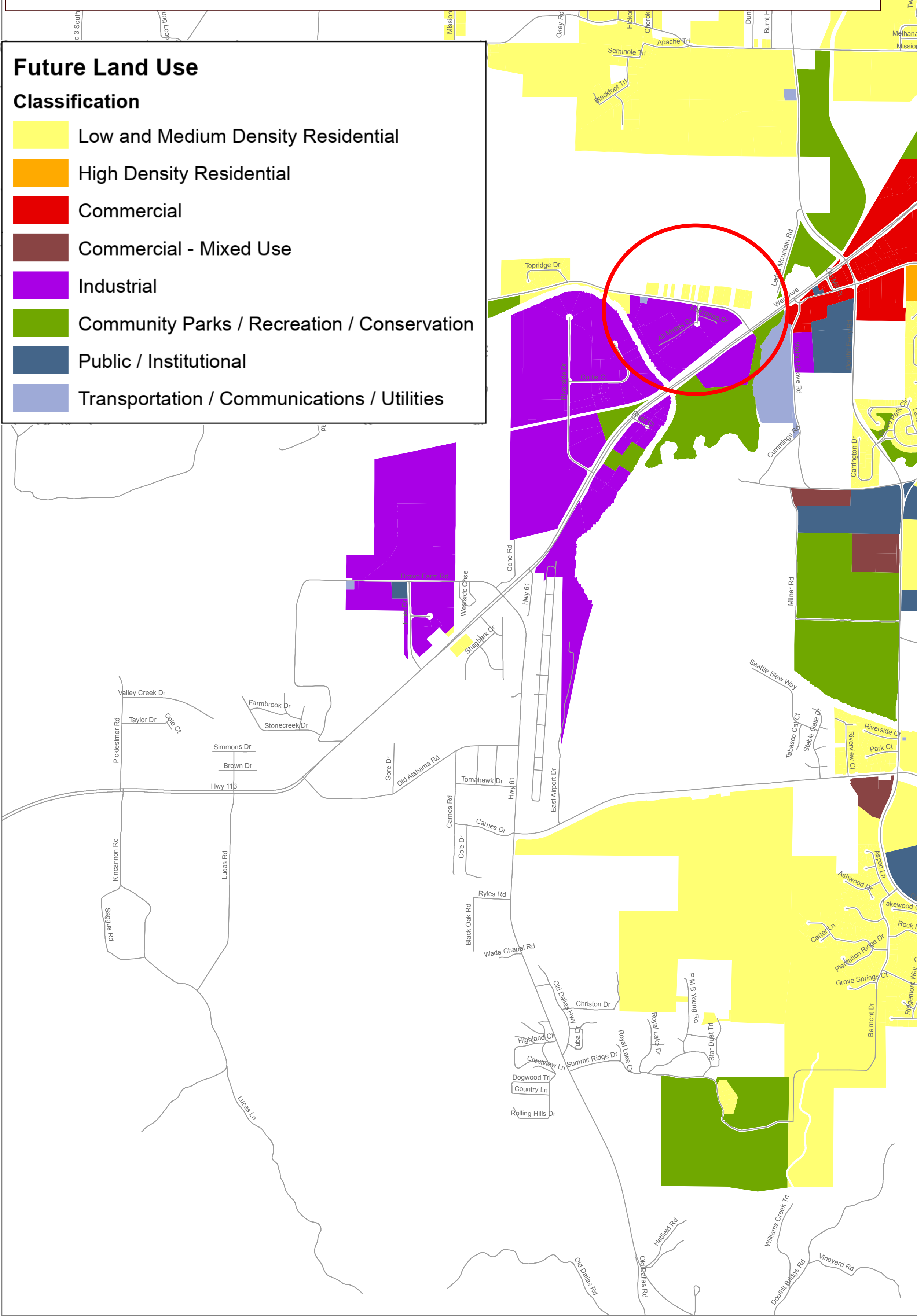
61 113



FUTURE LAND USE MAP

Future Land Use Classification

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

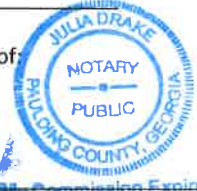


Application for Annexation/ Zoning
City of Cartersville

Case Number: Meeting: March 18, 2021 Item 2.
Date Received: 3/19/2021

Public Hearing Dates: 3/9/21
Planning Commission 5:30pm 1st City Council 3/18/21 2nd City Council 4/1/21
7:00pm 7:00pm

Applicant Courtney Stanley Office Phone 770-780-1549
(printed name)
Address 112 Euharlee Rd SW Mobile/ Other Phone 404-396-2513
City Cartersville State Ga Zip 30120 Email bayleystanley.cls@gmail
Representative's printed name (if other than applicant) _____ Phone (Rep) _____
Email (Rep) _____
Representative Signature _____ Applicant Signature Courtney Stanley
Signed, sealed and delivered in presence of _____ My commission expires: 10/6/2021
 Notary Public _____

* Titleholder Courtney Stanley Phone 404-396-2513
(titleholder's printed name)
Address 112 Euharlee Rd. SW Email bayleystanley.cls@gmail.com
Signature CStan
Signed, sealed, delivered in presence of _____ My commission expires: 10/6/2021
 Notary Public _____

Present Zoning District A1 (County) Requested Zoning R-20
Acreage .61 Land Lot(s) 636 District(s) 4 Section(s) 3
Location of Property: 112 Euharlee Rd. SW Cartersville, Ga 30120
(street address, nearest intersections, etc.)
Reason for Rezoning Request: So my daughter can continue to attend school in Cartersville School district
(attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) # 00.56 B-0002-002 Voting Ward(s) 3

Current Land Use Res Current Zoning A-1

Proposed Land Use Res Proposed Zoning R-20

Number of Dwelling Units 1 Number of Occupants 3

Owner Occupied? Yes No

Number of School-aged Children 1 Grade Level(s) of School-aged Children 5th

School(s) to be attended: Cartersville Elementary

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

Water: City _____ County _____ Well/ Other _____

Sewer: _____ City _____ County Septic/ Other _____

Natural Gas: _____ City _____ Other (List) Unknown

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

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: 1-19-21

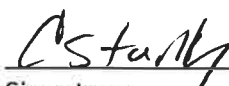
Date Two Years Prior to Application: 1-19-19

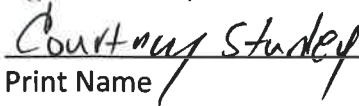
Date Five Years Prior to Application: 1-19-17

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 | _____ | ✓ |
| Council Member: | | |
| Ward 1- Kari Hodge | _____ | ✓ |
| Ward 2- Jayce Stepp | _____ | ✓ |
| Ward 3- Cary Roth | _____ | ✓ |
| Ward 4- Calvin Cooley | _____ | ✓ |
| Ward 5- Gary Fox | _____ | ✓ |
| Ward 6- Taff Wren | _____ | ✓ |
| Planning Commission | | |
| Greg Culverhouse | _____ | ✓ |
| Harrison Dean | _____ | ✓ |
| Lamar Pendley | _____ | ✓ |
| Lamar Pinson | _____ | ✓ |
| Travis Popham | _____ | ✓ |
| Jeffery Ross | _____ | ✓ |
| Stephen Smith | _____ | ✓ |

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.

 1-19-21
 Signature Date


 Print Name

SURVEYOR'S CERTIFICATE

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

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

Date

Georgia Registered Land Surveyor (Seal)

ZONING ADMINISTRATOR:

- 1. Case Number: AZ21-03
- 2. Yes No

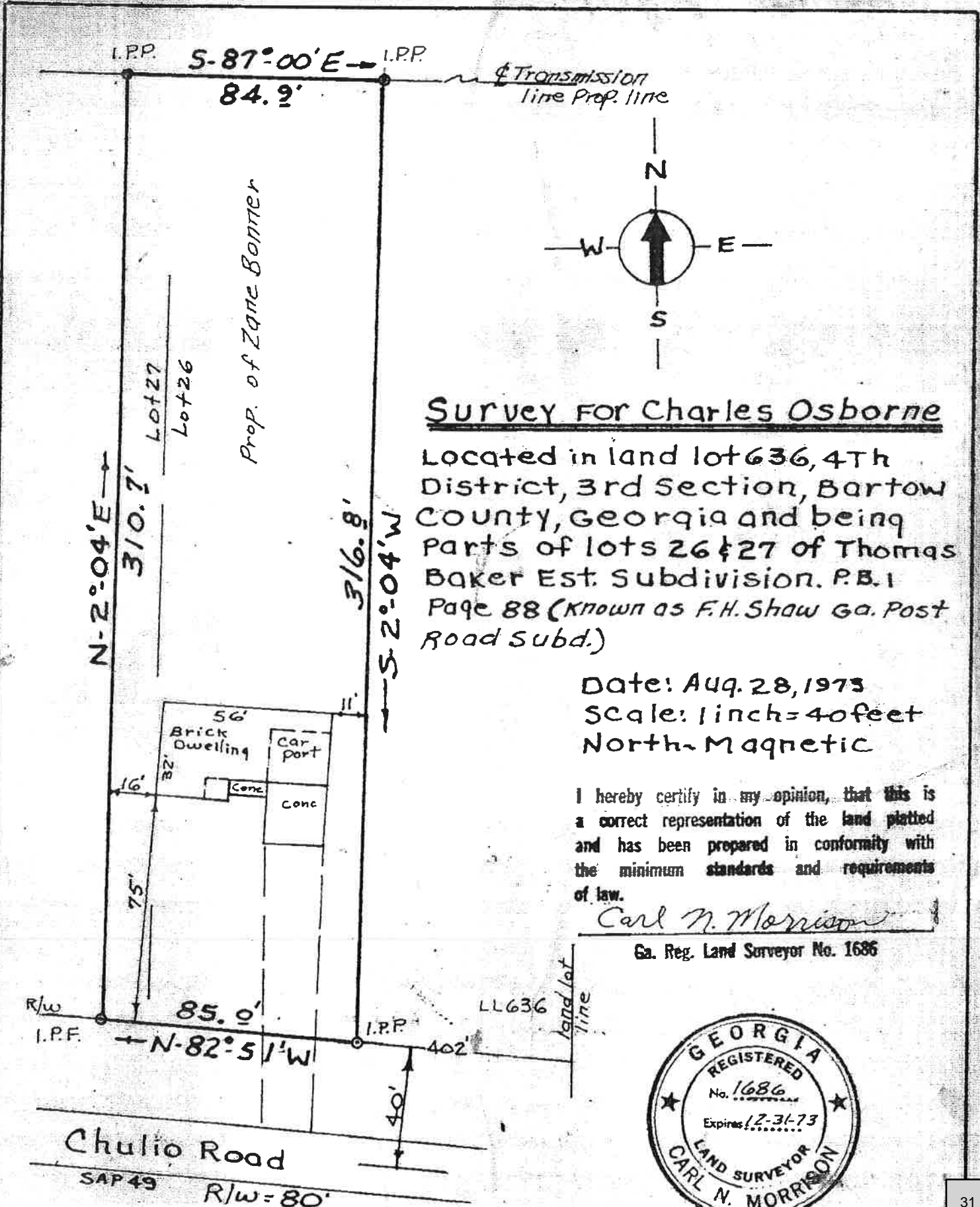
The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

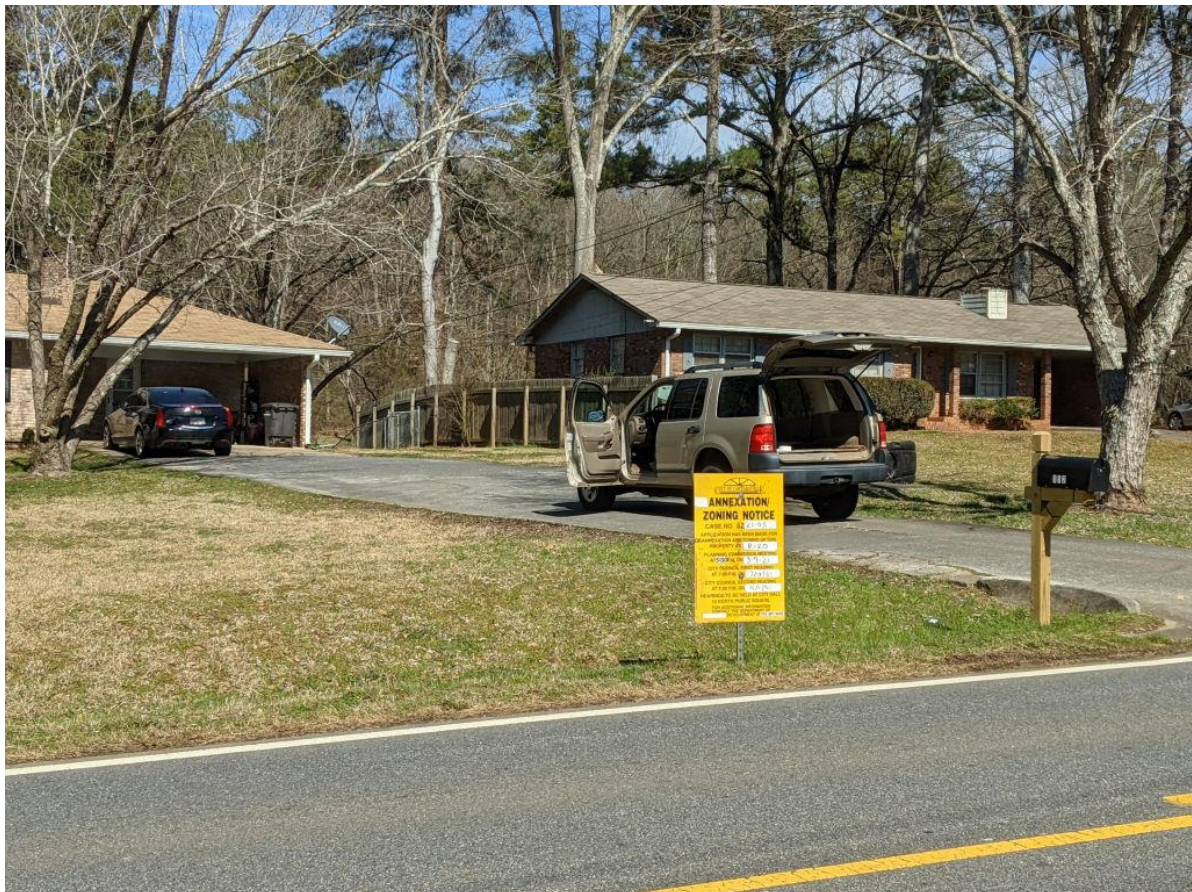
- 3. Survey attached? Y-1975 original Survey

2-24-21
Date

[Signature]
Zoning Administrator

Meeting: March 18, 2021 Item 2.







CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Public Hearing – 1 st Reading of Zoning/Annexation Requests |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | SU21-01: 807 West Ave |
| DEPARTMENT SUMMARY RECOMMENDATION: | Application by Glenda Brazile, requesting a Special Use permit to allow a church in Suite D of 807 West Avenue, located in Land Lot 558 of the 4 th District, 3rd Section. Said property contains approx. 0.9 acres. Zoning: O-C. Planning Commission recommends approval, 4-0 |
| LEGAL: | N/A |

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU21-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Glenda Brazile**
Representative: **Glenda Brazile**
Property Owner: **Nayosha, Inc.**
Property Location: **807 West Ave Suite: D C015-0003-001**
Access to the Property: **West Ave**

Site Characteristics:

Tract Size: Acres:**0.9** District: **4th** Section: **3rd** LL(S): 558
Ward:**5** Council Member: **Gary Fox**

1. LAND USE INFORMATION

Current Zoning: **OC | Office Commercial**
Proposed Zoning: **OC | Office Commercial**
Proposed Use: **Church/(Religious Institution)**

Current Zoning of Adjacent Property:
North: **OC | Office Commercial**
South: **OC | Office Commercial & GC | General Commercial**
East: **OC | Office Commercial**
West: **OC | Office Commercial**

The Future Development Map designates the subject property as: Highway Commercial

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

2. 2. City Department Comments:

Building: Depending on the occupancy of adjoining units they may be required to have a fire barrier separation of one hour if sprinklered or two hours if not.

Electric: No comments received.

Fibercom: Takes no exception.

Fire: SU21-01- Cartersville Fire Department takes no exceptions to the Special Use application to allow the proposed church provided that it meets all applicable codes and ordinances of the city of Cartersville. The granting of a special use permit does not guarantee the space is suitable for its intended use.

Some very important items to consider before proceeding:

- Architectural plans will be required since it is a change of occupancy from Mercantile to Assembly.
- Will need fire rated separation based on the requirements of 2018 IBC Table 508.4 (2 hrs. on each side if non-sprinklered - Suite C to D and Suite D to E). This can be costly and disruptive to existing tenants.
- Occupancy load will determine if fire sprinkler system is required (greater than 300 occupant load). I could not read the square footage of the suite on the application. (probably not an issue)
- If fire sprinklers are required, a fire alarm system will be also. (again, probably not an issue)
- ADA access shall meet the adopted ADA code
- All exiting features shall be in accordance with 2018 NFPA 101 and shown on the submitted plans.

This list is not all inclusive. It is meant to give an idea of some obstacles that may be encountered.

Gas: Takes no exception.

Public Works: No comments received.

Water and Sewer: No comments received.

3. Public Comments:

No public comments received by Planning and Development as of 3.1.21.

4. Special Use Review

The applicant wishes to operate a church. Hours of operation will be Sundays only at 11:30am. The City allows this use, Religious Institution, with a Special Use Permit approval in the OC (Office-Commercial) zoning district. Comments have been provided by the Building and Fire Departments that different Building and Fire Codes will have to be met for the suite due to the suite converting from a commercial to an assembly use.

5. 5. Zoning Ordinance Findings

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

6. Article XVI. Special Uses

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and
- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:

1. The effect of the proposed activity on traffic flow along adjoining streets;
2. The availability, number and location of off-street parking;
3. Protective screening;
4. Hours and manner of operation of the proposed use;
5. Outdoor lighting;
6. Ingress and egress to the property; and
7. Compatibility with surrounding land use.

B.A ny use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

7. How General Standards Are Met

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: No negative effect to traffic is anticipated. Services are only planned on Sundays at 11:30am.

Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: There are approximately 10 adult members. Suite D is a 1,500 sq ft space. Per ordinance Sec. 17.6.2, assuming all of the 1,500 sq ft of the space is used for assembly space, 30 parking spaces are required. With 10 adult members, approximately 8-10 spaces would be needed but only 4 spaces are provided for the tenant space. When additional parking is needed church members anticipate using spaces located on the Westside Village Condominium Association Inc. property to the north where many tenant spaces are vacant. There is currently no shared parking agreement in place. Per the Fire Marshall, a maximum occupancy for this space is 100 people if all 1,500 sq ft is used for assembly. Future parking needs may need to be addressed if the church grows its membership.

| | Sunday Hours of Operation | |
|--------------|----------------------------------|---------------|
| Suite | Business | Hours |
| A | Subway | 10am-9pm |
| B | TCBY | 12pm-9pm |
| C | KayDee Bugs Upscale Resale | Closed |
| D | Proposed Church | 11:30 service |
| E | Dynasty | Closed |
| F | Trish Nails | 12pm-6pm |

Zoning Ordinance Sec. 17.6.2.

*Auditorium, stadium, assembly hall, gymnasium, theater, community recreation center, **religious institution.*** One (1) space per four (4) fixed seats in largest assembly room or area, or one (1) space

for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room.

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: The applicant has noted hours of operation will be every Sunday at 11:30am.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Adequate lighting is already provided at this shopping center.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Ingress/ Egress will be from West Avenue.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: The area is predominantly OC, Office Commercial, and meets land use requirements pending approval of Special Use Permit. There are other churches in proximity to this location.

8. 8. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Ordinance Sec. 16.4.12. Items 1 and 2 are not applicable to existing structures. Item 3 could be applicable.

16.4.12 Religious institution.

A. *Allowable districts:* AG, R-20, R-15, R-10, R-7, R-D, RA-12, P-S, M-U, N-C, DBD, O-C, G-C, L-I.

B. *Standards:*

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with [section 4.17](#) of this chapter.
2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed.
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent noise. All measurements shall be taken at property lines. It is the intent of this section

to regulate noise in a manner to prohibit it from exceeding levels of sound that could become a nuisance to adjacent property under Georgia law.

9. Staff Recommendation:

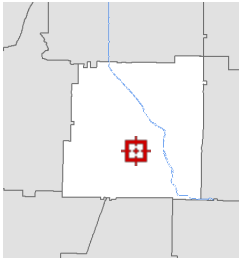
No objection to special use request. All fire and building code requirements need to be met per Fire Marshal's and Building Official's comments prior to issuance of business license.

10. Planning Commission Recommendation:

Recommends Approval, 4-0



Overview



Legend

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

| | | | | | |
|-----------------------|-------------------------------------------|--------------|------------|---------------|------------------------|
| Parcel ID | C015-0003-001 | Alternate ID | 33786 | Owner Address | NAYOSHA INC |
| Sec/Twp/Rng | n/a | Class | Commercial | | 298 NELSON ST |
| Property Address | 807 WEST AVE | Acreage | 0.9 | | CARTERSVILLE, GA 30120 |
| District | Cartersville | | | | |
| Brief Tax Description | LLM 558 D4 Tract 3 Plat 59-224 West End | | | | |
| | (Note: Not to be used on legal documents) | | | | |



Date created: 3/2/2021
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Developed by 

Application for Special Use
City of Cartersville

Case Number: Meeting: March 18, 2021 Item 3.
Date Received: 12-16-2020

Public Hearing Dates: 3/9/21 3/18/21 4/1/21
Planning Commission 5:30pm 1st City Council 7:00pm 2nd City Council 7:00pm

Applicant Glenda Brazile (printed name) Cell Office Phone 678-520-8508
Address 30 Saddle Lane NW Mobile/ Other Phone 706-409-4749
City Cartersville State Ga Zip 30121 Email powerofgodfellowship@gmail.com
Representative's printed name (if other than applicant) Power of God Fellowship, Inc Phone (Rep) _____
Email (Rep) powerofgodfellowship@gmail.com
Representative Signature _____ Applicant Signature Glenda Brazile
Signed, sealed and delivered in presence of: _____ My commission expires: 03-09-2022

Notary Public 

* Titleholder Nayasha, Inc. (titleholder's printed name) Phone 678-699-7131
Address 807-D, WEST AVE Email janudesai@bellsouth.net
Signature Janis
Signed, sealed, delivered in presence of: _____ My commission expires: 4-15-2022
Notary Public 

Present Zoning District Office-Commercial
Acreage 0.9 Land Lot(s) 559 District(s) 4th Section(s) 3rd
Location of Property: 807 West Ave. Suite D Cartersville, Ga. 30120
(street address, nearest intersections, etc.)
Reason for Special Use Request: Church Services

(attach additional statement as necessary)

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

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use by right in a zoning district.

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. *The effect of the proposed activity on traffic flow along adjoining streets;*
2. *The availability, number and location of off-street parking;*
3. *Protective screening;*
4. *Hours and manner of operation of the proposed use;*
5. *Outdoor lighting;*
6. *Ingress and egress to the property; and*
7. *Compatibility with surrounding land use.*

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for: Church Services

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

Church Services on Sunday, other businesses are closed during this time. Adequate parking is already there.

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

Another complex that is adjoined to this complex. Many of those spaces do not have tenants.

Standard #3: Protective screening.

How Standard #3 has / will be met:

Temperature checks & mask will be required.

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

Every Sunday at 11:30am.

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Outdoor lighting is present & maintained by the landlord.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Existing building already there, Ingress & egress is already established for other businesses.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

In strip mall, there is a subway, Tcbby yogurt, used clothing store, mini mart, & nail salon.

Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Currently a church across the street & additional church behind the building.

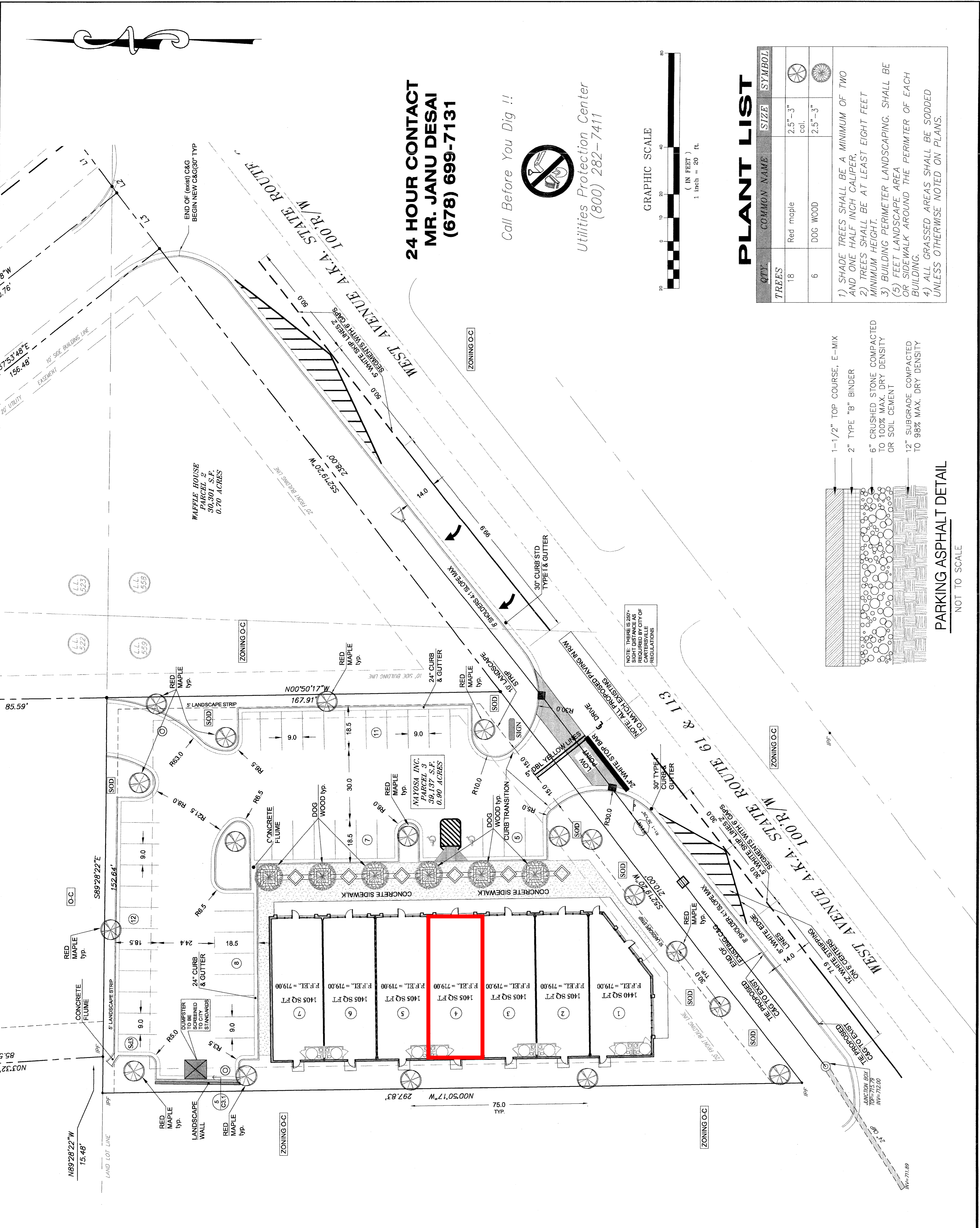
Signed,

Shelene Brazile

Applicant or Representative

12-16-2020

Date

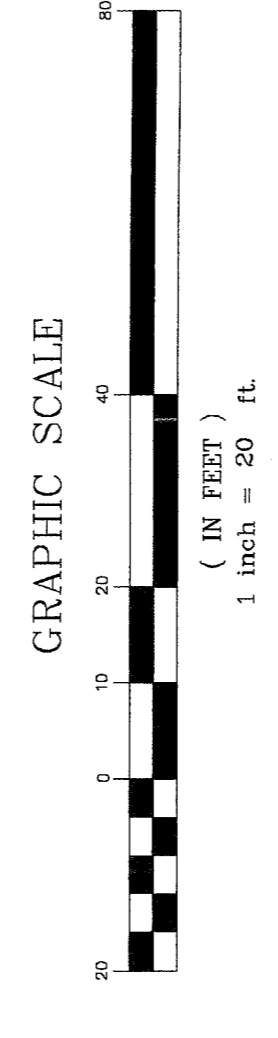


SITE PLAN NOTES:
 PROPOSED USAGE: PRIVATE, COMMERCIAL
 ACREAGE OF SITE: .90 ACRES
 AREA OF LAND DISTURBANCE: .85 ACRES
 ALL CONSTRUCTION MUST CONFORM TO THE CITY STANDARDS AND SPECIFICATIONS. WHETHER OR NOT REVIEW COMMENTS WERE MADE, NOTIFY INSPECTOR 24 HOURS PRIOR TO CONSTRUCTION.
 THE SITE IS NOT LOCATED WITHIN THE FLOOD PLAIN PER BARTOW COUNTY COMMUNITY F.I.R.M. PANEL NUMBER: 1301500088 F DATED SEPTEMBER 28, 1988.
 CURRENT ZONING O.C.
 DEVELOPMENT STANDARDS:
 HEIGHT MAX. 45 FT.
 FRONT YARD SETBACK: 20 FT.
 SIDE YARD SETBACK: 10 FT.
 REAR YARD SETBACK: 20 FT.
 LOT AT STREET: 110 FT.
 LOT AT BUILDING LINE: 100 FT.
 MAX LOT COVERAGE: 40%
 SIGNING AND STRIPING TO BE PROVIDED BY THE DEVELOPER ACCORDING TO THE CITY SPECIFICATIONS.
 ON-SITE PARKING SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 THERE ARE NO STATE WATERS ON SITE.
 THERE ARE NO WETLANDS ON SITE.
 DOMESTIC WATER PROVIDED BY CITY OF CARTERSVILLE.
 SANITARY SEWER PROVIDED BY CITY OF CARTERSVILLE.
 BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A SURVEY BY SOUTHLAND ENGINEERING, INC (770) 387-0440
 EXISTING UTILITY LOCATIONS ARE SHOWN FOR INFORMATION PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS OF ALL UTILITIES AND FOR COORDINATING HIS OPERATIONS WITH ALL UTILITIES WHICH CONFLICT WITH HIS WORK.
 STORM DRAIN LOCATIONS AND INVERTS ARE TO BE FIELD VERIFIED. DISCREPANCIES ARE TO BE ADDRESSED TO THE ENGINEER. STORM DRAIN GRADES ARE TO MATCH EXISTING WATERCOURSE GRADES UNLESS NOTED OTHERWISE.
 CHARITIE BROWN, CARTERSVILLE WATER DEPARTMENT BACKFLOW PREVENTION COORDINATOR (770) 807-6681, IS TO BE CONTACTED FOR COORDINATION OF BACKFLOW PREVENTION REQUIREMENTS.
 TAP TO BE CONSTRUCTED BY THE CITY OF CARTERSVILLE WATER DEPARTMENT AT THE DEVELOPERS EXPENSE.
 THE SPEED LIMIT IS 35 MPH ON WEST AV. AND THERE IS 250'± SIGHT DISTANCE AS REQUIRED BY CITY OF CARTERSVILLE.
 PARKING CALCULATION
 O.C.: 1 SPACE FOR EACH 300 SF FLOOR SPACE
 10,000 SF/300 SF = 34 SPACES
 TOTAL REQUIRED = 34 SPACES
 TOTAL PARKING PROVIDED = 48 SPACES

**24 HOUR CONTACT
 MR. JANU DESAI
 (678) 699-7131**

Call Before You Dig !!

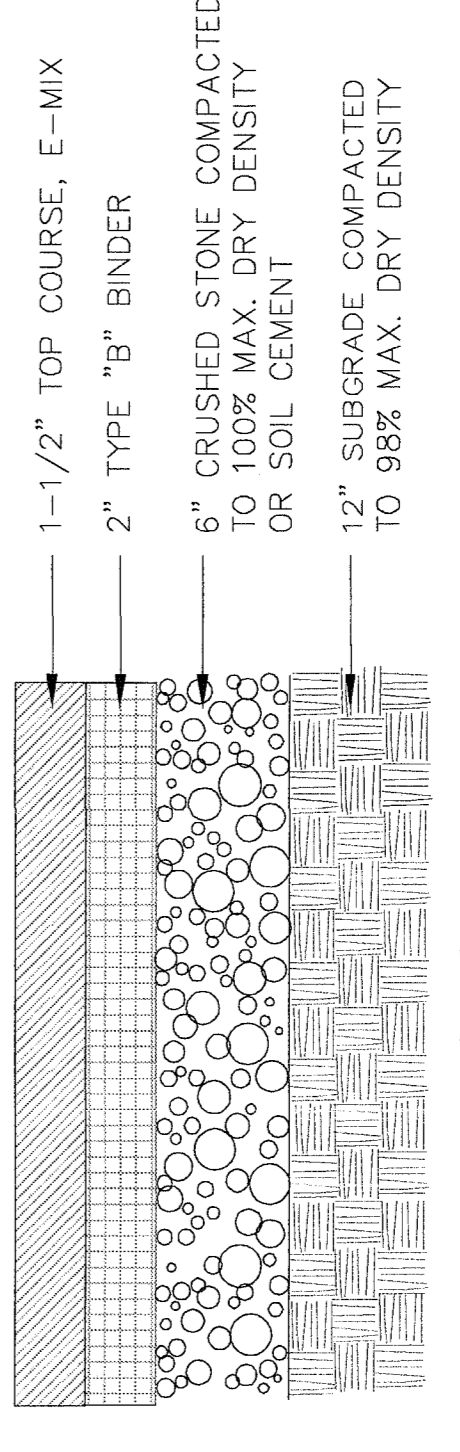
 Utilities Protection Center
 (800) 282-7411



PLANT LIST

| QTY | COMMON NAME | SIZE | SYMBOL |
|-----|-------------|--------------|--------|
| 18 | Red maple | 2.5"-3" col. | |
| 6 | DOG WOOD | 2.5"-3" | |

1) SHADE TREES SHALL BE A MINIMUM OF TWO AND ONE HALF INCH CALIPER,
 2) TREES SHALL BE AT LEAST EIGHT FEET MINIMUM HEIGHT.
 3) BUILDING PERIMETER LANDSCAPING. SHALL BE (5) FEET LANDSCAPE AREA OR SIDEWALK AROUND THE PERIMETER OF EACH BUILDING.
 4) ALL GRASSED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED ON PLANS.



PARKING ASPHALT DETAIL
 NOT TO SCALE

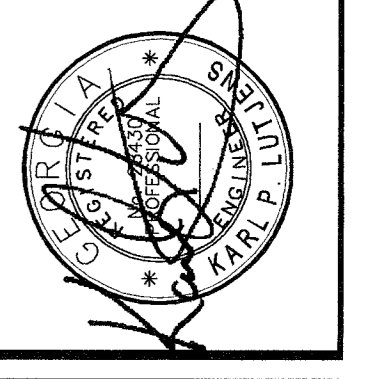
PROJ. NO. : 5021
 DATE : 1/10/2006
 SCALE : 1"=20'
 DWG. NO. : C2.1

SITE/LANDSCAPE PLAN

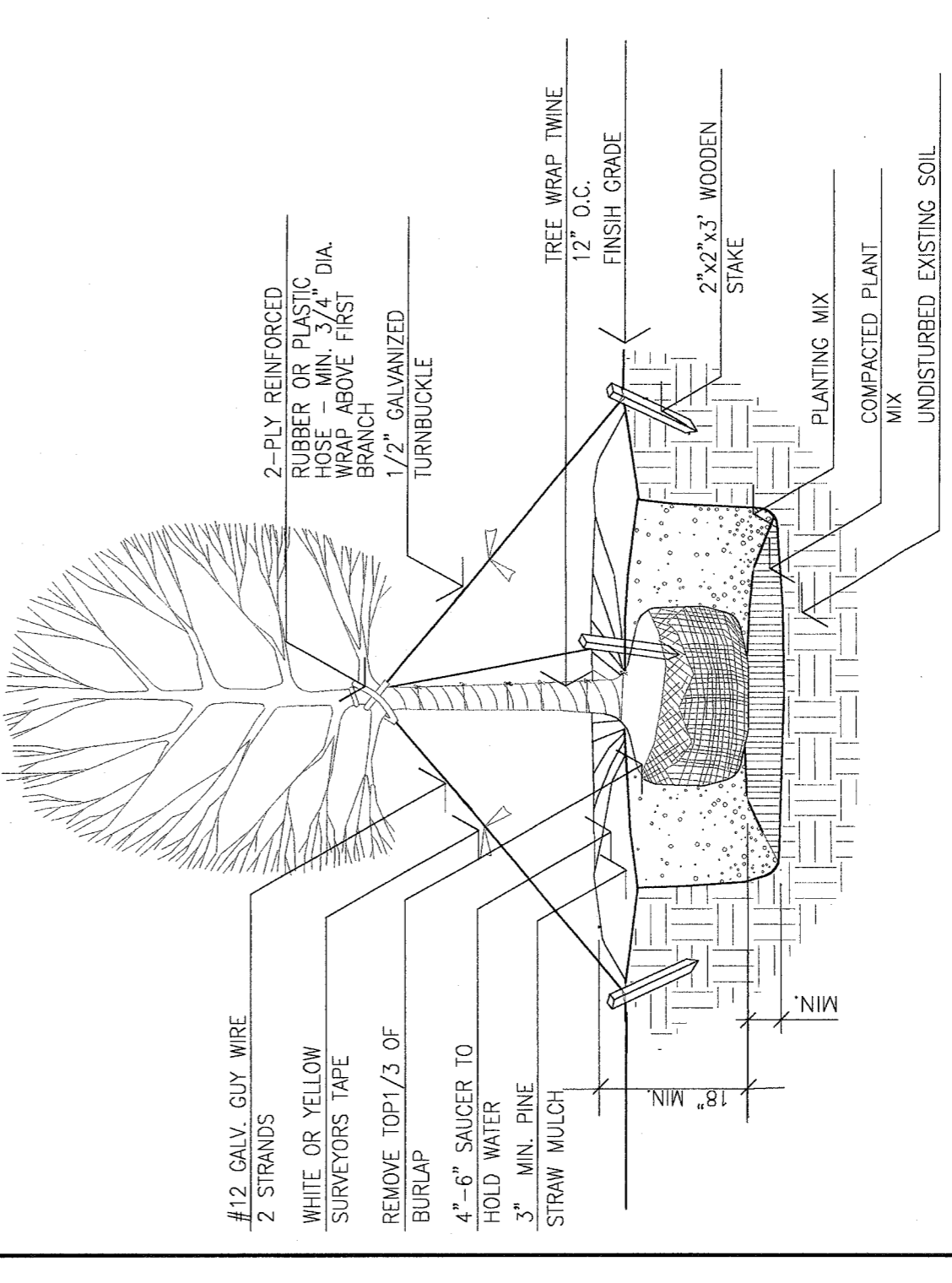
SOUTHLAND ENGINEERING
 LAND LOT 559, 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

SouthLand Engineering Inc.
 925 NORTH TENNESSEE STREET
 CARTERSVILLE, GA 30120
 PHONE : (770)-387-0440
 FAX: (770)-607-5151

DESIGNED :
 DRAWN :
 CHECKED :
 APPROVED :



| DATE | DESCRIPTION | REVISIONS |
|---------|-------------|------------------------------------|
| 7/10/06 | 4 | CORRECTIONS PER GDOT |
| 7/10/06 | 3 | 3rd SUBMITTAL CITY OF CARTERSVILLE |
| 7/10/06 | 2 | 2nd SUBMITTAL CITY OF CARTERSVILLE |
| 7/10/06 | 1 | DATE |



1 TREE PLANTING DETAIL
 NTS

**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: 12-16-2020

Date Two Years Prior to Application: 12-16-2018

Date Five Years Prior to Application: 12-16-2015

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 | _____ | _____ ✓ |
| Council Member: | | |
| Ward 1- Kari Hodge | _____ | _____ ✓ |
| Ward 2- Jayce Stepp | _____ | _____ ✓ |
| Ward 3- Cary Roth | _____ | _____ ✓ |
| Ward 4- Calvin Cooley | _____ | _____ ✓ |
| Ward 5- Gary Fox | _____ | _____ ✓ |
| Ward 6- Taff Wren | _____ | _____ ✓ |
| Planning Commission | | |
| Greg Culverhouse | _____ | _____ ✓ |
| Harrison Dean | _____ | _____ ✓ |
| Lamar Pendley | _____ | _____ ✓ |
| Lamar Pinson | _____ | _____ ✓ |
| Travis Popham | _____ | _____ ✓ |
| Jeffery Ross | _____ | _____ ✓ |
| Stephen Smith | _____ | _____ ✓ |

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.

Glenda Brazile 12-16-2020
Signature Date

Glenda Brazile
Print Name



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

RECEIPT

Filer Information

Megan Hightower
164 Davis Mill Way
Dallas, GA 30157

Transaction Details

| Product Description | Business Name | Control No. | Shipped | Order Date | Item Cost | Expedite Fee | Service Charge | Total |
|---------------------|--------------------------------------|-------------|---------|------------|-----------|--------------|----------------|-------|
| Business Amendment | POWER OF GOD FELLOWSHIP INCORPORATED | 09026556 | Online | 12/04/2020 | 20.00 | 0.00 | 0.00 | 20.00 |

Invoice Total: \$20.00


Payment Details

| Payment Type | Check/Reference No. | Amount |
|--------------------|---------------------|--------|
| Credit Card - VISA | #####1615 | 20.00 |

Payment Total: \$20.00

Requested Business Name(s)

| | |
|-----------------------------|----------------------------------------|
| Requested Business Name | New Revelation Ministries Incorporated |
| 2nd Choice of Business Name | |
| 3rd Choice of Business Name | |

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-22-2009

Employer Identification Number:
27 0971719

Form: SS 4

Number of this notice: CP 575 E

POWER OF GOD FELLOWSHIP
INCORPORATED
% HOWARD BRAZILE
611 GRASSDALE RD STE B
CARTERSVILLE, GA 30121

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-0971719. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

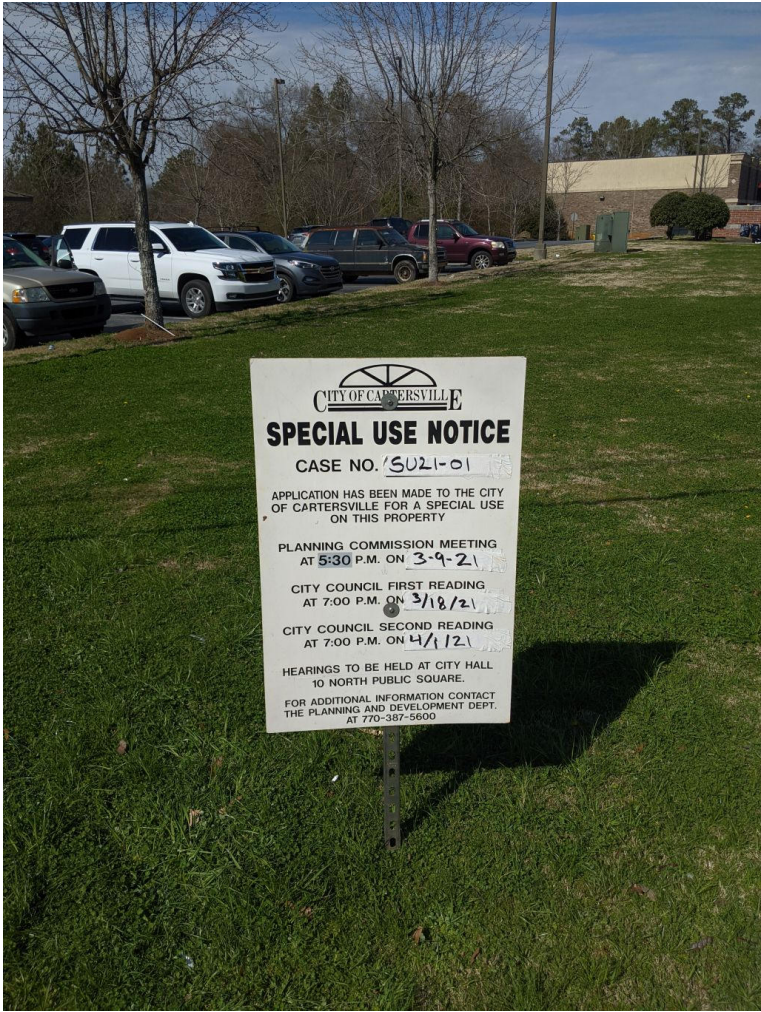
When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, *Tax Exempt Status for Your Organization*, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements and on provisions of the Pension Protection Act of 2006 that may affect you.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.





CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Public Hearing – 1 st Reading of Zoning/Annexation Requests |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | SU21-02: 215 West Ave |
| DEPARTMENT SUMMARY RECOMMENDATION: | Application by Kevin Donovan Paulk requesting a Special Use permit to allow an accessory apartment in an existing garage located at 215 West Avenue, in Land Lot 527 of the 4 th District, 3rd Section. Said property contains approx. 0.64 acres. Zoning: R-7. Planning Commission recommends approval, 4-0 |
| LEGAL: | N/A |

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU21-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Kevin Donovan Paulk**

Representative: **Boyd Morris**

Property Owner: **Kevin Donovan Paulk**

Property Location: **215 West Ave C016-0006-007**

Access to the Property: **West Ave**

Site Characteristics:

Tract Size: Acres: **0.64** District: **4th** Section: **3rd** LL: 527

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

1. LAND USE INFORMATION

Current Zoning: **R7: Residential**

Proposed Zoning: **R7: Residential**

Proposed Use: **Residential**

Current Zoning of Adjacent Property:

North: **R7: Residential**

South: **R7: Residential**

East: **R7: Residential**

West: **R7: Residential**

The Future Development Map designates the subject property as: **Historic Neighborhood-Olde Town**

The Future Land Use Map designates the subject property as: **Low and Medium Density Residential.**

2. 2. City Department Comments:

Electric: We have no comments if they plan to reuse an existing power feed from the main house, or install a new feed from the house. If they desire a separate electric service, and there is no way to run an overhead service (or they don't want an underground service), then they will have to install a minimum 2.5" electrical conduit to a new pole near the street. The addition must have conditioned space for a separate service. There is also a \$500 fee for new underground services up to 200 amps. If the service is longer than 100-feet, there is a \$5/ft fee for wire length over 100-feet.

Fibercom: Takes no exception.

Fire: Takes no exception.

Gas: Takes no exception.

Public Works: Takes no exception.

Water and Sewer: Takes no exception.

3. Public Comments:

No public comments received by Planning and Development as of 3.1.21.

4. 4. Special Use Review

The applicant wishes to remodel an existing garage to be an accessory apartment. The applicant intends to live in the accessory apartment until the remodeling is complete for the primary structure, which is his house. This project will also be reviewed by the Historic Preservation Commission on March 16th. The garage is 40 x 24, and was built in 1985. The interior remodel of the garage will include 1 bedroom, 1 living space/office, 1 kitchen and 1 bathroom. The exterior scope will be to remove 1 garage door, and add 1 single residential door, and 3 windows. The single residential door, and 3 widows will be added to the front of the garage. Siding will be added to match existing.

5. 5. Zoning Ordinance Findings

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

6. Article XVI. Special Uses

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and
- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 1. The effect of the proposed activity on traffic flow along adjoining streets;
 2. The availability, number and location of off-street parking;
 3. Protective screening;
 4. Hours and manner of operation of the proposed use;
 5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

7. How General Standards Are Met

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: No impact.

Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: No impact. Parking is existing.

Standard #3: Protective screening.

How Standard #3 has / will be met: Vegetation is already in place at the rear between the garage and the apartments.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Does not apply. This is a residence.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Standard residential lighting.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Existing shared driveway.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: All surrounding land uses are residential.

8. 7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Sec. 16.4.3 Accessory Apartments:

A. Allowable districts: R-20, R-15, R-10, R-7, P-D, P-S, and M-U.

B. Standards:

1. No more than one (1) accessory apartment per lot shall be allowed.

* This is the first accessory apartment.

2. A minimum lot size of ten thousand (10,000) square feet shall be required.

* Current lot size is more than 26,000sf.

3. An accessory apartment shall not exceed six hundred fifty (650) square feet in gross floor area.

* The accessory apartment will be approx. 600sf. (24ft x 25ft).

4. Kitchen facilities shall be allowed.

* Included with plans.

5. The detached garage structure accommodating such apartment shall not exceed the height of the principal building on the lot.

* Existing garage does not exceed height of house.

6. The detached garage structure accommodating such apartment shall meet the principal setbacks of the district.

* The garage met the setback requirements at the time it was constructed in 1985.

7. All parking areas shall be surfaced with an all-weather surface material.

* The existing driveway is asphalt.

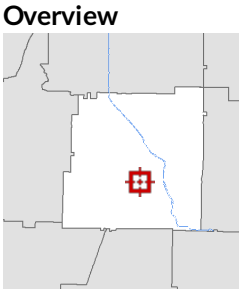
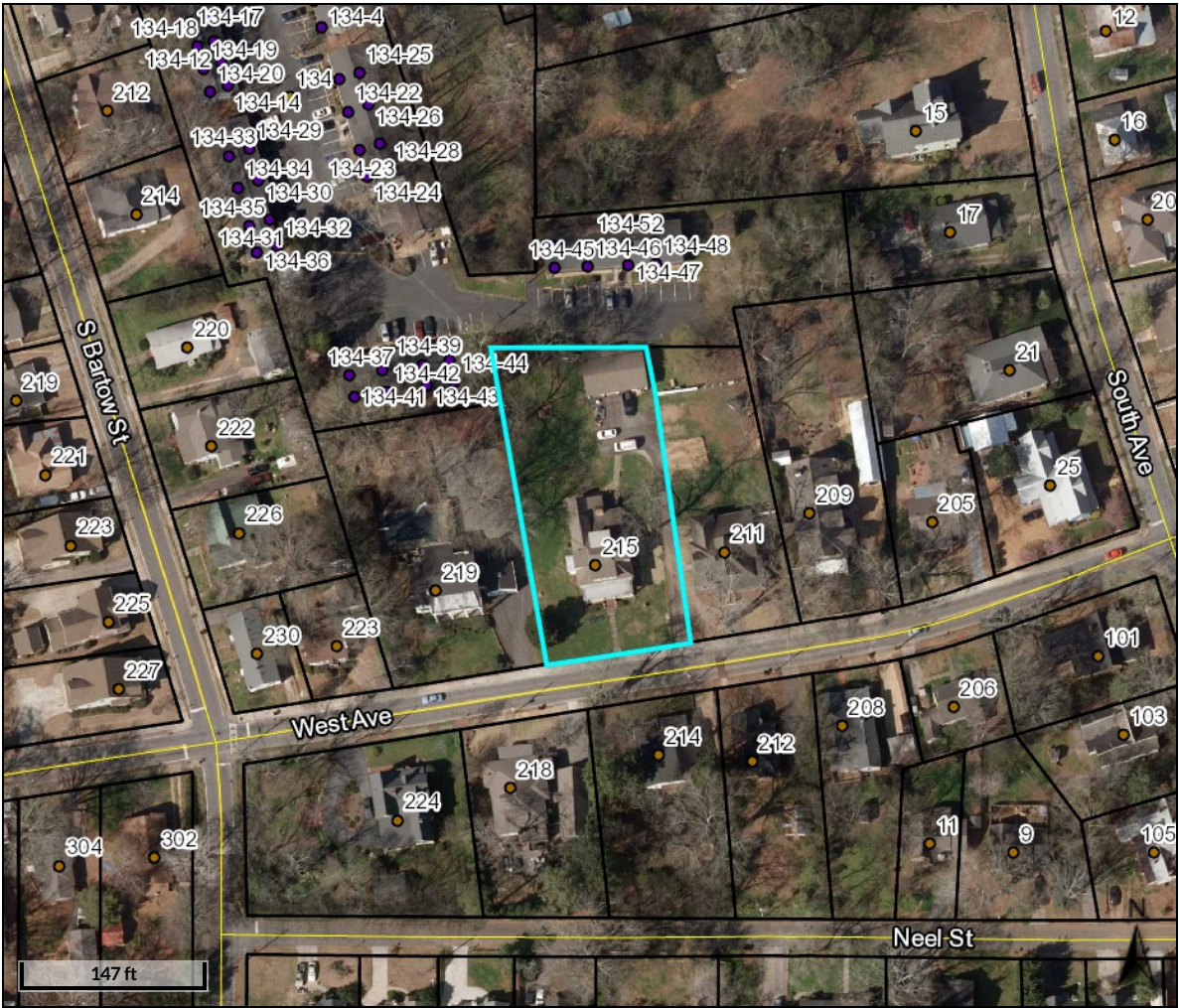
8. Requires owner-occupancy of the principal building on the lot.

* The owner will live in the house once the house renovations are complete.

8. Staff Recommendation: No objection to special use request. HPC approval will be required. Building and Subcontractor permits will also be required.

9. Planning Commission Recommendation:

Recommends Approval, 4-0.



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

| | | | | | |
|------------------------------|---------------|---------------------|-------------|----------------------|------------------------|
| Parcel ID | C016-0006-007 | Alternate ID | 33993 | Owner Address | PAULK KEVIN |
| Sec/Twp/Rng | n/a | Class | Residential | | 215 WEST AVE |
| Property Address | 215 WEST AVE | Acres | 0.64 | | CARTERSVILLE, GA 30120 |
| District | Cartersville | | | | |
| Brief Tax Description | LL 527 DIST 4 | | | | |

(Note: Not to be used on legal documents)

Date created: 3/2/2021
 Last Data Uploaded: 3/1/2021 10:35:15 PM


Developed by 

Application for Special Use
City of Cartersville

Case Number: SU21-02
Date Received: 2/2/2021

Public Hearing Dates:
Planning Commission 3/9/21 5:30pm 1st City Council 3/18/21 7:00pm 2nd City Council 4/1/21 7:00pm

Applicant Kevin Donovan Paulk Office Phone _____
(printed name)
 Address 215 West Avenue Mobile/ Other Phone 503 396 2775
 City Cartersville State GA Zip 30120 Email coachkpaulk@gmail.com
BOYD MORRIS
 Representative's printed name (if other than applicant) Phone (Rep) 770 815 3865
 Email (Rep) boyd@copemorris.com
 Representative Signature _____ Applicant Signature K Paulk
 Signed, sealed and delivered in presence of: My commission expires: _____
Samantha Fincher
 Notary Public



* Titleholder Kevin Paulk Phone 503-396-2775
(titleholder's printed name)
 Address 215 West Ave Email Coachpaulk@gmail.com
 Signature _____
 Signed, sealed, delivered in presence of: My commission expires: _____

 Notary Public

Present Zoning District R-7
 Acreage .636 Land Lot(s) 526 527 District(s) 4th Section(s) 3rd
 Location of Property: 215 West Avenue
(street address, nearest intersections, etc.)
 Reason for Special Use Request: Finish out Garage, Add (1) Bath & Office

(attach additional statement as necessary)

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

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

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

| | <u>NAME</u> | <u>ADDRESS</u> |
|-----|----------------------------|----------------|
| 1. | Annette A. Cook | 211 West Ave |
| 2. | Mathew L. & Amber Kennison | 219 West Ave |
| 3. | RDMF Managemant LLC | 134 Leake St. |
| 4. | Elise Morrow | 214 West Ave |
| 5. | David Holt | 218 West Ave |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |

Attach additional names if necessary.

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

**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: 2/2/2021

Date Two Years Prior to Application: 2/2/2019

Date Five Years Prior to Application: 2/2/2016

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 | | |
| Greg Culverhouse | _____ | <u>X</u> |
| Harrison Dean | _____ | <u>X</u> |
| Lamar Pendley | _____ | <u>X</u> |
| Lamar Pinson | _____ | <u>X</u> |
| Travis Popham | _____ | <u>X</u> |
| Jeffery Ross | _____ | <u>X</u> |
| Stephen Smith | _____ | <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] 2/2/2021
Signature Date

BOND MAERS
Print Name

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use by right in a zoning district.

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. *The effect of the proposed activity on traffic flow along adjoining streets;*
2. *The availability, number and location of off-street parking;*
3. *Protective screening;*
4. *Hours and manner of operation of the proposed use;*
5. *Outdoor lighting;*
6. *Ingress and egress to the property; and*
7. *Compatibility with surrounding land use.*

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

No Impact

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

No Impact, Parking is existing

Standard #3: Protective screening.

How Standard #3 has / will be met:

This is @ Rear of the Property. Vegetation exists on Rear of Property Between Garage + Apartments

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

No special Request. This is a residential application

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Standard Residential lighting

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Existing

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

Not requesting a different land use

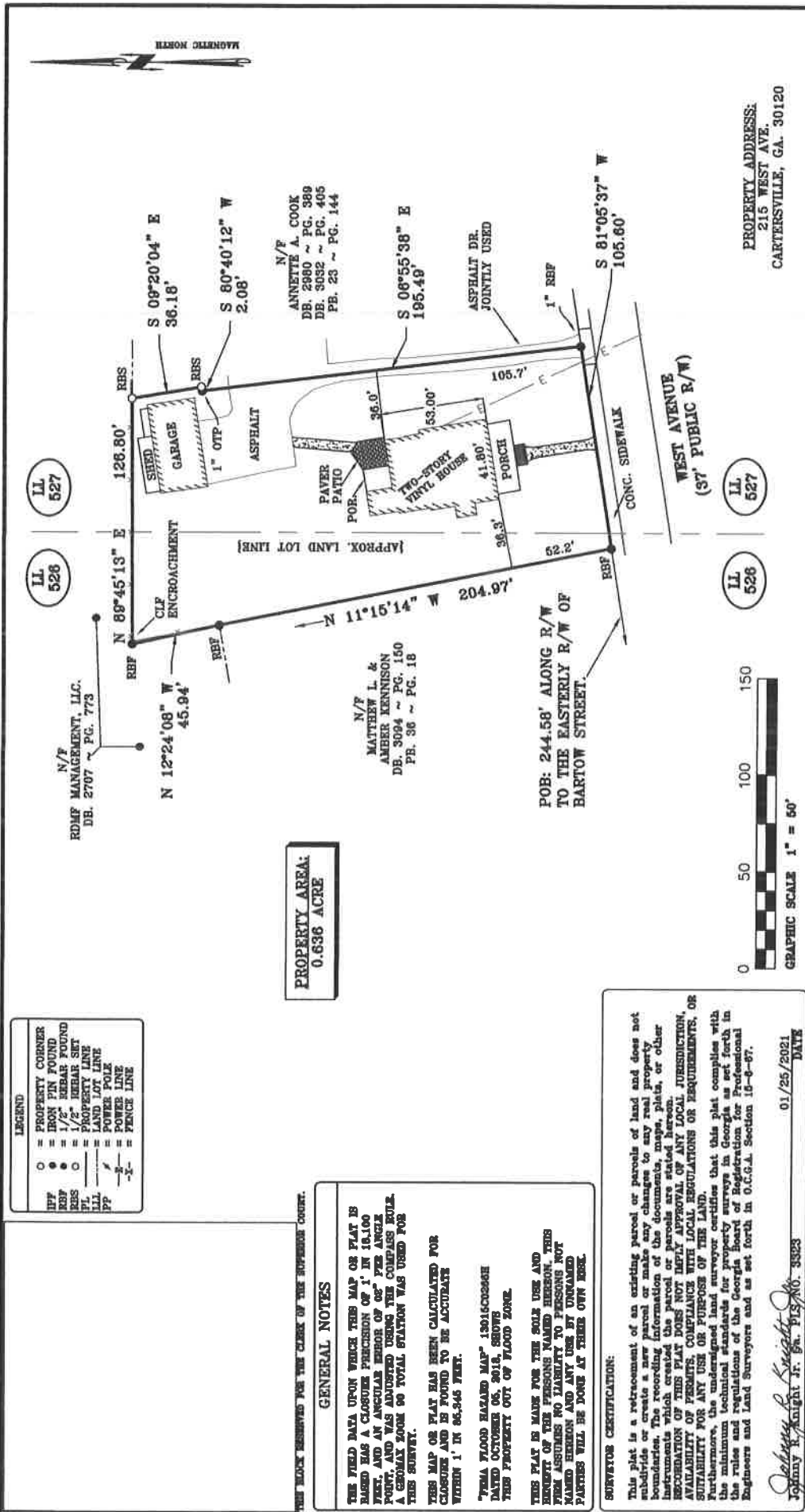
Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Signed, [Signature]

Applicant or Representative

2/2/2021

Date



- LEGEND**
- = PROPERTY CORNER
 - = IRON PIN FOUND
 - = 1/2" REBAR FOUND
 - = 1/2" REBAR SET
 - = PROPERTY LINE
 - = LAND LOT LINE
 - = POWER LINE
 - = FENCE LINE

PROPERTY AREA:
0.636 ACRE

THIS BLOCK REMAINS THE CURE OF THE SUPERIOR COURT.

GENERAL NOTES

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PERCENT OF 1" IN 16,100 FEET, AND AN ANGULAR ERROR OF 68" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE. A GROUND ROOM 90 TOTAL STATION WAS USED FOR THIS SURVEY.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 86,346 FEET.

"FEMA FLOOD HAZARD MAP" 13015C02068E DATED OCTOBER 06, 2015, SHOWS THIS PROPERTY OUT OF FLOOD ZONE.

THIS PLAT IS MADE FOR THE SOLE USE AND BENEFIT OF THE PERSONS NAMED HEREON. THIS FIRM ASSUMES NO LIABILITY TO PERSONS NOT NAMED HEREON AND ANY USE BY UNNAMED PARTIES WILL BE DONE AT THEIR OWN RISK.

SURVEYOR CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. INFORMATION ON THIS PLAT IS NOT TO BE USED FOR 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.

Johnny R. Knight Jr.
JOHNNY R. KNIGHT JR., P.L.S. 3823

01/25/2021
DATE

REVISIONS

| NO. | BY | DATE | DESCRIPTION |
|-----|----|------------|---------------|
| 1 | JK | 01/25/2021 | INITIAL ISSUE |

DATE OF PLAT: 01/25/2021

DATE OF FIELD WORK: 12/29/2020, 01/14/2021



BOUNDARY SURVEY FOR:

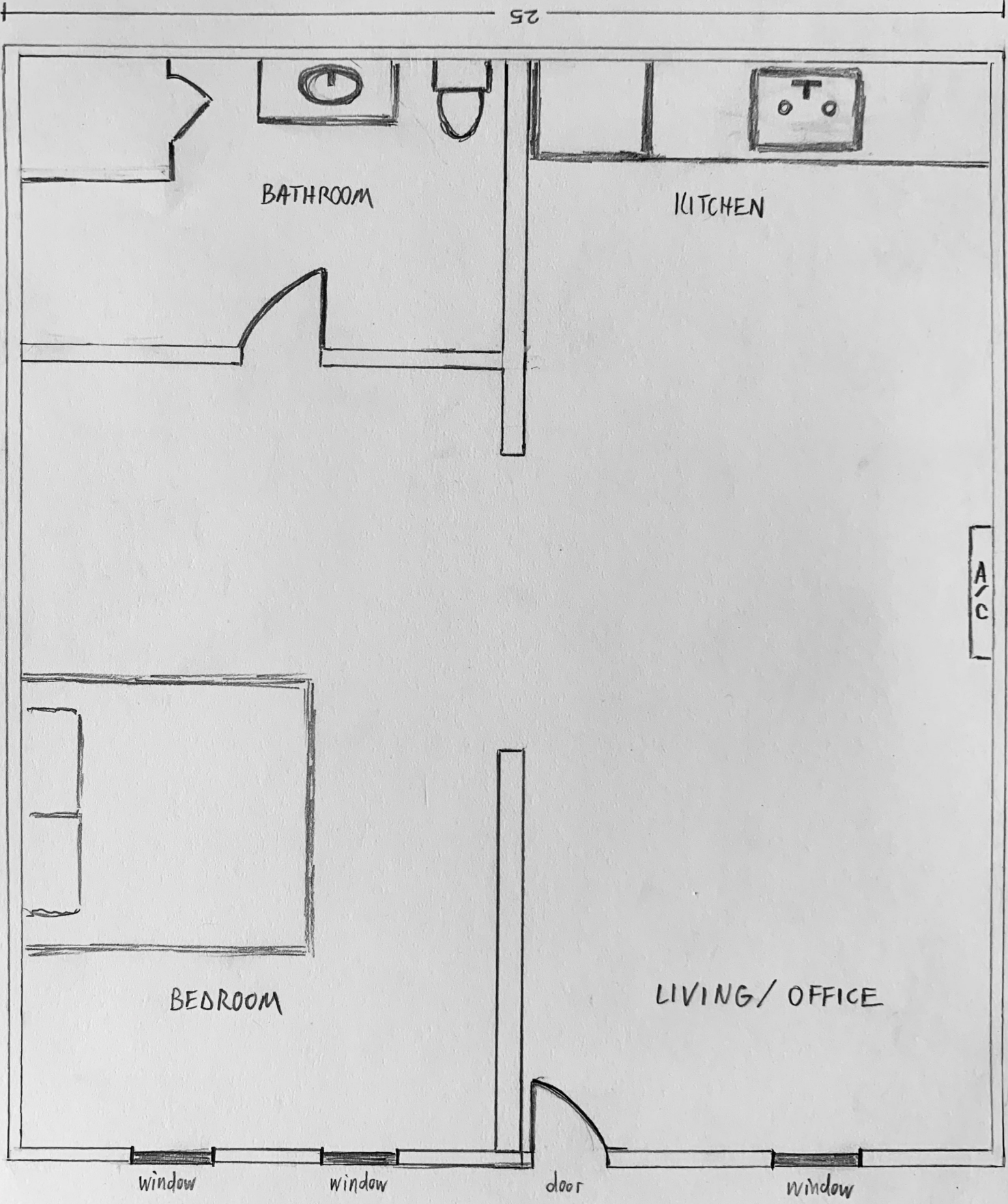
KEVIN PAULK

0.636 ACRE LOCATED IN LAND LOTS 526 & 527,
4TH. DISTRICT, 3RD. SECTION,
CITY OF CARTERSVILLE
BARTOW COUNTY, GEORGIA

J. R. KNIGHT LAND SURVEYING, LLC
23 MOSS WAY NW
CARTERSVILLE, GEORGIA 30120
PHONE: (770) 607-9667
EMAIL: rayksurveyor@gmail.com



PROPERTY ADDRESS:
215 WEST AVE.
CARTERSVILLE, GA. 30120







CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Public Hearing – 1 st Reading of Zoning/Annexation Requests |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | T21-01: Text revision- Fences and walls, Zoning Sec 4.16 |
| DEPARTMENT SUMMARY RECOMMENDATION: | Application by the City of Cartersville requesting a Text Amendment to Chapter 26, Zoning, Sec. 4.16, Fences and Walls, to clarify height and chain link fence requirements. Planning Commission recommends approval, 3-1 |
| LEGAL: | N/A |

MEMO

To: Mayor Santini & City Council
 From: Randy Mannino and David Hardegree
 Date: February 23, 2021

Re: *Text Amendment T21-01. Fences and Walls revisions, Sec. 4.16 of the Zoning code*

The purpose of this text amendment is to clarify the location and appropriateness of the use of chain link fences for properties within the city limits. The Planning and Development Department has received numerous calls and requests for clarification on the use of chain link fences in side and rear yards. The current ordinance language is vague and suggests chain link fences may only be approved with a variance. Property owners have argued that this creates an undue burden if the fence is desired for side and rear yards.

The text amendment clarifies that chain link fences are allowed by right in side and rear yards. Chain link fences in front yards will still require a variance as will increases in front yard fence height above 4 feet.

ABC Fence Company, Bartow Fence Company and Cartersville Fence Company were provided the text amendment and asked to comment. As of 3-1-21, only ABC Fence Company had responded with no comments.

Existing ordinance. Chapter 26, Zoning. Sec. 4.16, Fences and Walls:

No fence or wall shall constitute an obstruction to the vision for or create a hazard to vehicular traffic. In all residential zoning districts, fences and/or walls shall not exceed four (4) feet in height in a front yard and shall not exceed eight (8) feet in height in a side or rear yard. In all commercial zoning districts, fences and/or walls shall not exceed eight (8) feet in height in a side or rear yard.

In all residential and commercial zoning districts, any fence or wall which extends into the front yard shall be ornamental or decorative, and shall not be opaque. Any such fence or wall may be constructed of brick, stone, wood, wrought iron, split rail, or other decorative material as approved by the zoning administrator; provided that no fence or wall shall be constructed of exposed concrete block, tires, junk or other discarded materials, with the following exceptions:

1. *Chain-link fencing material may be used with prior approval of a variance by the board of zoning appeals.*
2. *For a corner lot or double frontage lot in a residential zoning district, a screening or opaque fence may be installed to the rear of the principal structure at a maximum of eight (8) feet in height provided that the fence shall be located behind the required front yard setback and shall not be located adjacent to or abutting a collector or arterial street.*
3. *The fencing standards as stated in this section shall not apply to fencing for detention ponds.*

In all residential and commercial districts, razor wire (ribbon) shall be prohibited. In all residential and commercial districts, no retaining wall shall be constructed of exposed concrete block.

(Proposed Amendments in **Red** and underlined)Sec. 4.16. - Fences and Walls.

A. In all zoning districts:

1. No fence or wall shall constitute an obstruction to the vision for or create a hazard to vehicular traffic.
2. No fence or wall, including retaining walls, shall be constructed of exposed concrete block, tires, junk or other discarded materials.
3. The fencing standards as stated in this section shall not apply to fencing for detention ponds.
4. The wall standards as stated in this section shall not apply to retaining walls approved by the plan review process for planned developments.

B. In all residential and commercial zoning districts:

1. Any fence or wall which extends into the front yard shall be ornamental or decorative, and shall not be opaque. Any such fence or wall may be constructed of brick, stone, wood, wrought iron, split rail, or other decorative material as approved by the zoning administrator.
2. Fences and walls shall not exceed four (4) feet in height in a front yard and shall not exceed eight (8) feet in height in a side or rear yard.
3. Chain-link fencing material may be used in the front yard with prior approval of a variance by the board of zoning appeals. No variance is required if chain link fencing material is used in a side or rear yard.
4. For a corner lot or double frontage lot, a screening or opaque fence may be installed to the rear of the principal structure at a maximum of eight (8) feet in height provided that the fence shall be located behind the required front yard setback and shall not be located adjacent to or abutting a collector or arterial street.
5. Razor wire (ribbon) shall be prohibited.

C. In all industrial zoning districts:

1. Fences or walls shall not exceed (8) feet in height in front, side and rear yards.

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

Case Number: 121-01
Date Received: 2-15-21

Public Hearing Dates:

Planning Commission 3/9/21 5:30pm 1st City Council 3/18/21 7:00pm 2nd City Council 4/1/21 7:00pm

APPLICANT INFORMATION

| | |
|-----------------------------------------------------------------------------------|----------------------------------|
| Applicant (printed name) <u>City of Cartersville</u> <u>P&D Office</u> | Office Phone <u>770-387-5614</u> |
| Address <u>10 N. Public Sq.</u> | Mobile/ Other Phone _____ |
| City <u>CARTERSVILLE</u> State _____ Zip <u>30144</u> | Email _____ |
| Representative's printed name (if other than applicant) <u>DAVID HARDEGREE</u> | Phone (Rep) _____ |
| _____ | Email (Rep) _____ |
| Representative Signature _____ | Applicant Signature _____ |
| Signed, sealed and delivered in presence of: _____ | My commission expires: _____ |
| Notary Public | |

1. Existing Text to be Amended: CHAPTER 26, ZONING

Article IV, Section 4.16, Subsection _____

Existing Text Reads as Follows: _____

2. Proposed Text:

Proposed Text Reads as Follows: To CLARIFY CHAIN LINK FENCE
LOCATION. See ATTACHED DRAFT.

(Continue on additional sheets as needed)

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

Case Number: T-21-01
Date Received: 2-15-21

3. Reason(s) for the Amendment Request: Current Text is unclear
AS TO WHERE CHAINLINK FENCE IS ALLOWED.

(Continue on additional sheets as needed)

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

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

Requirements

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

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 26 – ZONING, ARTICLE IV – GENERAL PROVISIONS, SECTION 4.16. – FENCES AND WALLS is hereby amended by deleting the section in its entirety and replacing it as follows:

1.

Sec. 4.16. - Fences and walls.

A. In all zoning districts:

1. No fence or wall shall constitute an obstruction to the vision for or create a hazard to vehicular traffic.
2. No fence or wall, including retaining walls, shall be constructed of exposed concrete block, tires, junk or other discarded materials.
3. The fencing standards as stated in this section shall not apply to fencing for detention ponds.
4. The wall standards as stated in this section shall not apply to retaining walls approved by the plan review process for planned developments.

B. In all residential and commercial zoning districts:

1. Any fence or wall which extends into the front yard shall be ornamental or decorative, and shall not be opaque. Any such fence or wall may be constructed of brick, stone, wood, wrought iron, split rail, or other decorative material as approved by the zoning administrator.
2. Fences and walls shall not exceed four (4) feet in height in a front yard and shall not exceed eight (8) feet in height in a side or rear yard.
3. Chain-link fencing material may be used in the front yard with prior approval of a variance by the board of zoning appeals. No variance is required if chain link fencing material is used in a side or rear yard.
4. For a corner lot or double frontage lot, a screening or opaque fence may be installed to the rear of the principal structure at a maximum of eight (8) feet in height provided that the fence shall be located behind the required front yard setback and shall not be located adjacent to or abutting a collector or arterial street.
5. Razor wire (ribbon) shall be prohibited.

C. In all industrial zoning districts:

1. Fences or walls shall not exceed (8) feet in height in front, side and rear yards.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | First Reading of Ordinance |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | Amendment to Festival Zone Ordinance |
| DEPARTMENT SUMMARY RECOMMENDATION: | Proposed draft of an amendment to allow cups used in the Downtown Entertainment Zone to be used for festivals. ACB approved 3/10/2021. |
| LEGAL: | N/A |

Ordinance no. 08-21

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 15 – PARKS AND RECREATION, ARTICLE III. - FESTIVALS, SEC. 15-57. – - DESIGNATION AND MANAGEMENT OF CONTROLLED ZONE** is hereby amended by adding a new paragraph (a)(7) as follows:

1.

Sec. 15-57. - - Designation and management of controlled zone.

(a) (7) *Downtown Entertainment Zone.* If a Festival is held during the hours of operation of the Downtown Entertainment Zone, it may designate in whole or part the Downtown Entertainment Zone as its Controlled Festival Zone. If said designation is made, then all Festival Vendors and/or adjacent businesses providing Alcohol for consumption in the said Controlled Festival Zone shall use the cups required by Sec.4-106(f)(3), said cups are to be provided by the Cartersville Downtown Development Authority in the same manner as provided for in paragraph (a)(4) and the Cartersville Downtown Development Authority may assess a fee therefore.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: March 18, 2021
SECOND READING: April 1, 2021

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Bid Award/Purchase |
| DEPARTMENT NAME: | Water Department |
| AGENDA ITEM TITLE: | Main Street Lift Station Pump Replacement |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>One submersible, Flygt pump in the Main Street sewer lift station has failed. This pump has been rebuilt several times since it's initial installation in 1998.</p> <p>We've requested both a rebuild and replacement quote from the manufacturer. Repair cost is \$13,513.42, and replacement cost is \$17,564.70.</p> <p>Your approval is recommended for a new replacement pump for \$17,564.70. This will be paid from account 505-3330-52-2361, and is a budgeted item.</p> |
| LEGAL: | N/A |



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0047

Date: 3/3/2021

Page 1 of 5

Tag #: 6320

JobName:

Customer Information

Company Name: CITY OF CARTERSVILLE

Contact:

Address

Telephone:

PO BOX 1390

Telephone:

CARTERSVIL GA30120

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 3152.181-6252

Serial Number: 3152.181-9820083

Model: 3152

Impeller Code: 268

HP: 23

Volts: 230

Phases: 3

Inspection Information

Inspected By: Jeff Mealey

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 0 B 0 W 0

Sensors:

Resistance through cable: RB 0 RW 0 BW 0

FLS

Stator Condition: Unusable

CLS

Shaft Condition: Good

KLIX

Oil Condition: Unusable

Bearing

Inspection Plugs:

Cable

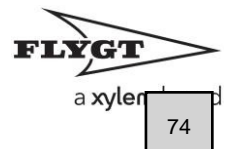
Hydraulic: Impeller/Propeller Condition: Unusable

Cable Condition: Unusable

Volute Condition: Good

Cable Length: 50

Hydraulic Type:





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0047

Date: 3/3/2021

Page 2 of 5

Tag #: 6320

JobName:

Installation

Type:

Control

Discharge Size:

MFV

Primary Requirement: Media throughout pump

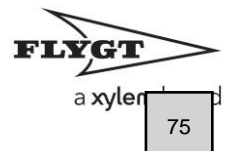
Repair/Service Requirements and remarks

Stator needs replacing, filled with media and oil. Seal failure and bearings washed out. Impeller damage from pumping debris and is cracked. Replace cable from swelling.

Parts, Labor and Other Charges

Parts:

| Qty | PartNo | Description | Sell Price | Total Price |
|-------------|-----------|-----------------------------------|------------|-------------|
| 1 | 504 78 09 | CABLE UNIT | \$129.72 | \$129.72 |
| 1 | 518 89 02 | DETECTOR,LEAKAGE UNIT FLS | \$219.88 | \$219.88 |
| 1 | 305 97 02 | GASKET,RUBBER/FIBER | \$18.40 | \$18.40 |
| 1 | 493 39 05 | IMPELLER,C SH CODE 268 CI | \$1,678.08 | \$1,678.08 |
| 1 | 398 92 02 | RING,WEAR STATIONARY BRASS | \$108.56 | \$108.56 |
| 1 | 428 12 00 | RING,SPACER CI | \$1,026.72 | \$1,026.72 |
| 1 | 601 89 21 | KIT,REPAIR BASIC+ 3152.091,181 | \$2,760.92 | \$2,760.92 |
| 2 | 82 70 34 | PLUG,M30 STEEL | \$27.60 | \$55.20 |
| 1 | 431 40 37 | STATOR,25-14-2A 230/460V | \$2,607.28 | \$2,607.28 |
| 1 | 427 04 00 | WASHER,SS | \$118.68 | \$118.68 |
| 1 | 82 13 90 | SCREW,ALLEN M12 X 60 SS | \$53.36 | \$53.36 |
| 6 | 82 23 59 | NUT,HEX M12 SS | \$3.68 | \$22.08 |
| 1 | 80 70 69 | KEY,PARALLEL 10X8X45MM STEEL | \$3.86 | \$3.86 |
| 1 | 536 90 00 | RING,INSERT CI | \$1,289.84 | \$1,289.84 |
| 1 | 84 35 56 | GROMMET,CR 31ID 52OD 22L | \$24.84 | \$24.84 |
| 50 | 94 21 09 | CABLE,SUBCAB AWG 6/3-2-1-GC+ 31MM | \$34.96 | \$1,748.00 |
| Total Price | | | | \$11,865.42 |





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0047

Date: 3/3/2021

Page 3 of 5

Tag #: 6320

JobName:

Labor and Other Charges:

| Qty | PartNo | Description | Sell Price | Total Price |
|--------------------|--------------|------------------------------------------------------------|------------|-------------------|
| 1 | 14-69 00 21A | ENV FEE 0-10HP NO TAX TP ENVIRONMENTAL FEE | \$48.00 | \$48.00 |
| 1 | 14-69 00 24 | SHOP SUPPLIES-SMALL PUMPS TP MISC SHOP SUPPLIES FOR REPAIR | \$40.00 | \$40.00 |
| 12 | 14-69 00 02A | LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,7000,8000 | \$130.00 | \$1,560.00 |
| Total Price | | | | \$1,648.00 |

Repair quote

Total Price: **\$13,513.42**

Product Replacement

Product Number: 3153.185-YYYY

Estimated Delivery: 0 Weeks

Cost of New Unit: **\$17,564.70** ← Replacement quote

Description:

Flygt Model NP-3153.185 6" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 433 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve pricing includes new pump/ delivery/ start up

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

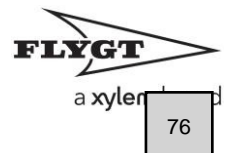
Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of payment: 100% N30 after invoice date.

Delivery is not included in this repair estimate unless specifically stated.



Flygt Products
 90 Horizon Drive , Suwanee GA 30024
 PH: (770) 932-4320
 FX: (770) 932-4321





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0047

Date: 3/3/2021

Page 4 of 5

Tag #: 6320

JobName:

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

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

Kirsten Royals

Phone: 678-804-5692

Fax: 770-932-4321

Email: kirsten.royals@xylem.com



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0047

Date: 3/3/2021

Page 5 of 5

Tag #: 6320

JobName:

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above. Repair Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

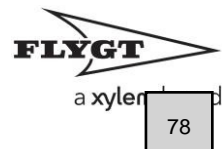
Ship To: Will Pick Up Deliver Ship To

Ship/Delivery Address: _____

Bill To: _____

Taxable: Yes No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.





CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Bid Award/Purchase |
| DEPARTMENT NAME: | Water Department |
| AGENDA ITEM TITLE: | WPCP Pre-Mixer Repair |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>One submersible Flygt mixer in the pre-mix tank at the Water Pollution Control Plant is failing.</p> <p>We've requested quotes from the manufacturer for both repair and replacement of this mixer. The repair quote is \$9,527.91, and the replacement cost is \$18,576.32 for an identical mixer.</p> <p>Your approval is recommended to repair the mixer at a cost of \$9,527.91. This will be paid from account 505-3330-52-2361, and is a budgeted item.</p> |
| LEGAL: | N/A |



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0046

Date: 3/10/2021

Page 1 of 5

Tag #: 6319

JobName:

Customer Information

Company Name: CITY OF CARTERSVILLE

Contact:

Address

Telephone:

PO BOX 1390

Telephone:

CARTERSVIL GA30120

Fax:

Email:

Following is an estimate regarding the repair of your Flygt mixer.

Product Identification

Product Number: 4650.410-1960

Serial Number: 4650.410-0140132

Model: 4650

Impeller Code: 0

HP: 8.3

Volts: 0

Phases: 3

Inspection Information

Inspected By:

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 550 B 550 W 550

Sensors:

Resistance through cable: RB 10.1 RW 10.1 BW 10.1

FLS

Stator Condition: Good

CLS

Shaft Condition: Good

KLIX

Oil Condition: Unusable

Bearing

Inspection Plugs:

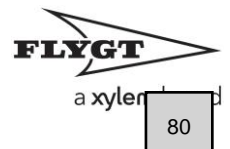
Cable

Hydraulic: Impeller/Propeller Condition: Good

Cable Condition: Good

Volute Condition: Good

Cable Length: 50





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0046

Date: 3/10/2021

Page 2 of 5

Tag #: 6319

JobName:

Hydraulic Type:

Installation

Type:

Control

Discharge Size:

MFV

Primary Requirement: seal failure

Repair/Service Requirements and remarks

Seal Failure , we found some media in oil house and stator house. Stator readings are balanced megging 550 after clean and baked . propeller in good condition rotor in good condition we are reworking cable swaping ends .

Parts, Labor and Other Charges

Parts:

| Qty | PartNo | Description | Sell Price | Total Price |
|-----|-----------|-----------------------------|------------|-------------|
| 14 | 83 04 46 | SCREW,ALLEN M10 X 40 SS | \$2.85 | \$39.93 |
| 1 | 665 68 04 | KIT,REPAIR BASIC 4650/60 | \$2,527.24 | \$2,527.24 |
| 2 | 569 38 02 | WASHER,STEEL | \$18.40 | \$36.80 |
| 1 | 84 51 56 | SCREW,ALLEN M12 X 70 SS | \$3.96 | \$3.96 |
| 2 | 84 18 01 | GROMMET,NBR 21ID 52OD 26L | \$25.76 | \$51.52 |
| 1 | 814 51 00 | PLATE,PEHD | \$36.80 | \$36.80 |
| 14 | 83 04 46 | SCREW,ALLEN M10 X 40 SS | \$3.86 | \$54.10 |
| 10 | 583 32 02 | RING,SEAL FPM | \$19.32 | \$193.20 |
| 1 | 569 90 02 | HOUSING,BEARING CI | \$1,642.20 | \$1,642.20 |
| 1 | 569 65 00 | HOUSING,OIL PLASTIC | \$305.44 | \$305.44 |
| 1 | 80 70 62 | KEY,PARALLEL 8X7X40MM STEEL | \$3.31 | \$3.31 |
| 1 | 569 68 00 | TERMINAL BOARD UNIT | \$303.60 | \$303.60 |
| 1 | 627 27 00 | WASHER,PBT | \$7.08 | \$7.08 |
| 1 | 82 59 74 | RING,RETAINING ID-41.5MM | \$7.54 | \$7.54 |
| 1 | 82 62 22 | RING,RETAINING OD-90.5MM | \$7.27 | \$7.27 |
| 1 | 596 37 04 | WASHER,STEEL | \$49.68 | \$49.68 |





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0046

Date: 3/10/2021

Page 3 of 5

Tag #: 6319

JobName:

| | | | | |
|-------------|-----------|------------------------------|----------|------------|
| 1 | 646 96 00 | HOLDER,SEAL 304 | \$447.12 | \$447.12 |
| 1 | 82 63 95 | RING,RETAINING ID-41.5MM | \$6.53 | \$6.53 |
| 4 | 582 95 01 | SPRING,DISC STEEL | \$19.32 | \$77.28 |
| 1 | 589 45 00 | NUT UNIT | \$81.88 | \$81.88 |
| 1 | 569 69 00 | COVER,PLASTIC | \$9.02 | \$9.02 |
| 2 | 82 44 19 | WASHER,STEEL 55MM ID 68MM OD | \$12.88 | \$25.76 |
| 1 | 584 86 01 | SLEEVE,STEEL | \$49.68 | \$49.68 |
| 1 | 82 62 12 | RING,RETAINING OD-66.2MM | \$5.61 | \$5.61 |
| 1 | 584 93 00 | WASHER,SUPPORTING | \$18.40 | \$18.40 |
| 10 | 583 32 02 | RING,SEAL FPM | \$19.32 | \$193.20 |
| 2 | 428 22 05 | SCREW,INSPECTION 316 | \$81.88 | \$163.76 |
| Total Price | | | | \$6,347.91 |

Labor and Other Charges:

| Qty | PartNo | Description | Sell Price | Total Price |
|-------------|--------------|-------------------------------------------------------------------------------------|------------|-------------|
| 1 | 14-69 00 22A | ENV FEE 0-10HP NO TAX TM ENVIRONMENTAL FEE | \$48.00 | \$48.00 |
| 1 | 14-69 00 25 | SHOP SUPPLIES-SMALL PUMPS TM MISC SHOP SUPPLIES FOR REPAIR | \$40.00 | \$40.00 |
| 10 | 14-69 00 02A | LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,7000,8000 | \$130.00 | \$1,300.00 |
| 4 | 14-69 00 02A | LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,7000,8000 stator cleaned and baked | \$130.00 | \$520.00 |
| 8 | 14-69 00 07A | LABOR,MOBILE FLYGT,NOTAX Z4-TP MODELS: 3000,7000,8000 return/install repaired mixer | \$159.00 | \$1,272.00 |
| Total Price | | | | \$3,180.00 |

Repair cost estimate

Total Price: \$9,527.91

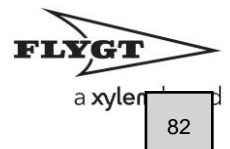
Product Replacement

Product Number: 4650.412-0871

Estimated Delivery: 0 Weeks



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0046

Date: 3/10/2021

Page 4 of 5

Tag #: 6319

JobName:

New mixer price

Cost of New Unit: \$18,576.32

Description:

Flygt Model SR-4650 Submersible Mixer, Stainless steel (ASTM 304), equipped with a 460 Volt / 3 phase / 60 Hz 8.3 HP 580 RPM motor, Prop 3" with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of payment: 100% N30 after invoice date.

Delivery is not included in this repair estimate unless specifically stated.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

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

Kirsten Royals

Phone: 678-804-5692

Fax: 770-932-4321

Email: kirsten.royals@xylem.com



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-ATL-0046

Date: 3/10/2021

Page 5 of 5

Tag #: 6319

JobName:

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

Repair

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To: Will Pick Up Deliver Ship To

Ship/Delivery Address:

Bill To:

Taxable: Yes No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.





CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2020 |
| SUBCATEGORY: | Bid Award/Purchases |
| DEPARTMENT NAME: | Electric |
| AGENDA ITEM TITLE: | Vacuum Excavation Trailer |
| DEPARTMENT SUMMARY RECOMMENDATION: | We recommend approval of the purchase of the Vacuum Excavation Trailer from Vermeer for \$55,880.00. We received several quotes from Vermeer dealers, but this was the only dealer in the state of GA. This is a budgeted item. |
| LEGAL: | N/A |



Vermeer Southeast Sales & Service, Inc.
 1320 Gresham Road
 Marietta, Georgia 30062

Meeting: March 18, 2021 Item 9.

ORDER

Date: March 3, 2021

Sales Rep: Scott Holder

Customer Information:

City of Cartersville - Electric Department
320 South Erwin St
Cartersville, GA 30120

Delivered to:

Same

Contact Name: Greg Sharpton
Phone Number: (678) 247-4014

Payment method: Purchase Order

| Qty | DESCRIPTION and SERIAL # | Unit Price | TOTAL |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| 1 | <u>Vermeer Vac-Tron LP573XDT</u> New Vac-Tron LP573XDT x/ 24-HP Kohler Diesel Engine 580 CFM Vacuum Pump 500 Gallon Debris Tank w/ Hydraulic Tilt 3500 PSI @ 4 GPM High Pressure Water System (2) 100 Gallon Water Tanks 30' x 3" Suction Hose and Suction Tool Hydraulic Rear Door Water Knife Clean-up Wand Pressure Tank Reverse Pressure Air Gap 12,000 GVWR Trailer Manual Jack | \$ 52,300.00 | \$ 52,300.00 |
| 1 | <u>Warranty:</u> 3 Years Parts and Labor | \$ 3,580.00 | \$ 3,580.00 |
| | | SubTotal | \$ 55,880.00 |
| | | Tax | Exempt |
| THANK YOU FOR YOUR BUSINESS! | | Total | \$ 55,880.00 |
| | | Less Down Payment | |
| TERMS: | | Balance Due | \$ 55,880.00 |

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | Mar 18, 2021 |
| SUBCATEGORY: | Other |
| DEPARTMENT NAME: | Gas System |
| AGENDA ITEM TITLE: | Monroe County Taxes |
| DEPARTMENT SUMMARY RECOMMENDATION: | The attached bill in the amount of \$7,736.98 is for our gas in storage in Monroe County. I recommend council approval of this item. This is a budgeted item. |
| LEGAL: | N/A |



Please Remit To:
ALYSIA WRIGHT
MONROE COUNTY TAX COLLECTOR
P.O. Box 484 • 401 S. Chestnut Street
Orangeburg, MS 39117

FORWARDING SERVICE REQUESTED

**2020 MONROE COUNTY
PERSONAL PROPERTY TAX NOTICE**

Taxes can be paid online at
www.deltacomputersystems.com

| | | | |
|-------------|-------------|------------------|-------------------|
| PPIN | 3566 | Total Due | \$7,736.98 |
|-------------|-------------|------------------|-------------------|

**DELINQUENT
TAX YEARS**
ADDRESS CHANGE

MONROE COUNTY TAX COLLECTOR



*****AUTO**MIXED AADC 373 4 110 641 1MB 0 439

CITY OF CARTERSVILLE
SEGAS-CITY OF CARTERSVILLE
PO BOX 819
TRUSSVILLE AL 35173-0819



Signature of Applicant or Taxpayer

None



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

This is a courtesy notice of Ad Valorem taxes due. This tax notice is for Business Personal Property located in Monroe County, Mississippi. **Taxes are Delinquent after February 1st 2021.** It is your responsibility to ensure payment of taxes. If you have questions, please contact the Tax Collector's Office at (662) 369-4844.

Delinquent taxes are due to the Monroe County Tax Collector (662 369 6484)

2020 PERSONAL PROPERTY TAX NOTICE

| | | | |
|------------------------|------------------|-----------------------|-------------------|
| Parcel Number: | 3566 | County Tax: | \$4,059.22 |
| PPIN: | 3566 | School Tax: | \$3,677.76 |
| Total Value: | \$420,337 | City Tax: | \$0.00 |
| Assessed Value: | \$63,051 | Net Advalorem: | \$7,736.98 |
| Tax District: | 4010 | | |
| | | Total Tax Due: | \$7,736.98 |

Description:
INVENTORIES 420337 63051

| | | |
|-----------------------------|--------------|------------|
| APPROVED | | DEPT. HEAD |
| GAS DEPT. | | CITY MGR. |
| DATE | 3 / 3 / 2021 | |
| CHARGE ACCOUNT (S) | AMOUNT | |
| 515 - 3600 - 53 - 12 13 | 7736.98 | |
| 515 - 3600 - | | |
| SEND CHECK TO GAS DEPT: Y N | | |
| TOTAL | 7736.98 | |

Due on or before February 1, 2021

Please Note: Name Changes after January 1st, 2020 will reflect on next year's tax roll.
We accept Cash, Check, Money Order, Master card, and Visa.
Please do NOT staple or paper clip your payment. Please do NOT send cash through the mail.
We do NOT take payments over the phone.

2020 MONROE COUNTY PERSONAL PROPERTY TAX NOTICE

**PLEASE
REMIT TO:**

Alysia Wright Monroe County Tax Collector

P.O. Box 484 • 401 S. Chestnut Street • Orangeburg, MS 39117
(662) 369-4844 • Fax (662) 369-4845



Payment Approved!

This email is to notify you that your payment is Approved for Monroe Co, MS Personal Prop. Tax WEB .

Payment Detail

Receipt Created: 03/02/2021 10:18:47 PM

Bureau: 6438640 / Monroe Co, MS Personal Prop. Tax WEB

| Payment Detail | | Payment Method | |
|------------------|------------------------|----------------|-------------|
| Payment ID | 100216504257 | Card Type | Master Card |
| Date/Time | 03/02/2021 10:10:44 PM | Auth Response | 01343P |
| Amount | \$77.37 | Origination | Internet |
| Conv. Fee | \$1.82 | Outcome | Complete |
| Surcharge | \$0.00 | | |
| Transaction Type | Payment | | |

| Billing Information | | Additional Information | |
|---------------------|--------------------|------------------------|---------------------------------------------------|
| First Name | Christopher | PPIN | Key-PP003566202000;PPIN-003566;Year-2020;Entry-00 |
| Middle Name | James | Payment Type | |
| Last Name | Maronge | FirstName | CARTERSVILLE |
| Name Suffix | | MiddleName | |
| Address | 6639 Advent Circle | LastName | CITY OF |
| City | TRUSSVILLE | NameSuffix | |
| State | AL | Address | SNG Muldon Storage |
| Postal Code | 35173 | Address2 | |
| Country | US | City | ABERDEEN |
| Telephone | 2059609207 | | |

Email Address

cjmaronge@segasonline.com

State

MS

PostalCode

39730

Country

US

Telephone

7703875642

Meeting: March 18, 2021 Item 10.

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The information contained herein (or in any attachment) is privileged and confidential and intended only for the recipient listed above. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy. Review, re-transmission, dissemination or other use of, or action taken in reliance upon, this information by persons or entities other than the intended recipient is prohibited. While reasonable efforts have been made to ensure that attachments are virus-free, it is the recipient's sole responsibility to scan all attachments for viruses.



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Bid Award/Purchase |
| DEPARTMENT NAME: | Parks and Recreation |
| AGENDA ITEM TITLE: | Grasshopper Zero Turn Mower |
| DEPARTMENT SUMMARY RECOMMENDATION: | The Parks and Recreation Dept received 10 bids from a RFB posted on February 2, 2021. This RFB is for a Grasshopper Zero Turn Mower with a 61” Deck. The lowest quote, meeting all the specifications, came in from Franklin Tractor, a local company, in the amount of \$13,267.48. This mower has interchangeable parts and it can be used for all mowing applications. This is a budgeted item and we are recommending to Mayor & Council for approval in the amount of \$13,267.48. |
| LEGAL: | N/A |

| | Action Rent All | Action Rent All | Franklin Ford | Haney Farm & Ranch |
|------------------|-----------------|-----------------|-------------------|--------------------|
| Engine: | * | * | * | 1 |
| Electrical: | 1 | 1 | 1 | 1 |
| Drive System | 1 | 1 | 1 | 1 |
| Mower Frame | 1 | 1 | 1 | 1 |
| Deck | 1 | 1 | 1 | 1 |
| Tires: | 1 | 1 | 1 | 1 |
| Fuel: | 1 | 1 | 1 | 1 |
| Seat: | 1 | 1 | 1 | 1 |
| Safety Controls: | 1 | 1 | 1 | 1 |
| Price: | \$9,040.00 | \$12,779.00 | \$8,729.00 | \$9,550.00 |
| Name: | Exmark | Exmark | Toro | Exmark |
| Type: | Lazer | Lazer | Professional 5000 | Lazer Z s-series |
| Model: | LZS740EKC60RD | LZD5902K60RD | Kohler | Kohler |
| Engine Model: | Kohler | Kubota | CP | 740cc |
| Type: | ECV740-EFI | D902K | EFI | EFI |
| HP: | 25 | 21.6 | 25 | 27 |

| Haney Farm & Ranch | Jerry Pate Turf & Irrigation | Lost Mountain | Lowe's |
|-------------------------------|------------------------------|---------------|-------------|
| 1 | * | * | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| \$9,275.00 | \$9,279.36 | \$12,827.00 | \$11,549.00 |
| Grasshopper | Toro | Exmark | John Deere |
| 329B 61" | Zmaster | LZD5902K06RD | 997 |
| Briggs & Stratton (big block) | 74942 | Kubota | 3TNV82A |
| | Kohler | Diesel | Yanmar |
| | Gas CP EFI | D902 | Diesel |
| 29 | 25 | 23 | 31 |

Lovin Equipment & Sales

Rhinehart Equipment

Snead Ag

Taylor Farm Supply

| | | | |
|---|---|---|---|
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | * | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |

\$9,500.00 \$9,395.00 \$13,400.00 \$9,768.86

Bush Hog
Professional Series
PZ3061KH3
Kohler
Command Pro
30

Kubota
Zero Turn
ZG327RP-60R
Kubota
KG2770
27

John Deere
Ztrak
997
Yanmar
3TNV82A (diesel)
31

Hustler
Super Z
932053
Kawasaki
FX850
27

| | Franklin Ford | Action Rent All | Haney Farm & Ranch |
|------------------|-------------------|-----------------|-------------------------------|
| Engine: | * | * | 1 |
| Electrical: | 1 | 1 | 1 |
| Drive System | 1 | 1 | 1 |
| Mower Frame | 1 | 1 | 1 |
| Deck | 1 | 1 | 1 |
| Tires: | 1 | 1 | 1 |
| Fuel: | 1 | 1 | 1 |
| Seat: | 1 | 1 | 1 |
| Safety Controls: | 1 | 1 | 1 |
| Price: | \$8,729.00 | \$9,040.00 | \$9,275.00 |
| Name: | Toro | Exmark | Grasshopper |
| Type: | Professional 5000 | Lazer | |
| Model: | Kohler | LZS740EKC60RD | 329B 61" |
| Engine Model: | CP | Kohler | Briggs & Stratton (big block) |
| Type: | EFI | ECV740-EFI | |
| HP: | 25 | 25 | 29 |

| Jerry Pate Turf & Irrigation | Rhinehart Equipment | Lovin Equipment & Sales | Haney Farm & Ranch |
|------------------------------|---------------------|-------------------------|--------------------|
| * | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | * | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 |
| | | | |
| \$9,279.36 | \$9,395.00 | \$9,500.00 | \$9,550.00 |
| | | | |
| Toro | Kubota | Bush Hog | Exmark |
| Zmaster | Zero Turn | Professional Series | Lazer Z s-series |
| 74942 | ZG327RP-60R | PZ3061KH3 | Kohler |
| Kohler | Kubota | Kohler | 740cc |
| Gas CP EFI | KG2770 | Command Pro | EFI |
| 25 | 27 | 30 | 27 |

| Taylor Farm Supply | Lowe's | Action Rent All | Lost Mountain | Snead Ag |
|--------------------|--------|-----------------|---------------|----------|
| 1 | 1 | * | * | 1 |
| 1 | 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 | 1 |

\$9,768.86 \$11,549.00 \$12,779.00 \$12,827.00 \$13,400.00

| | | | | |
|---------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------|
| Hustler Super Z 932053 Kawasaki FX850 27 | John Deere 997 3TNV82A Yanmar Diesel 31 | Exmark Lazer LZD5902K60RD Kubota D902K 21.6 | Exmark LZD5902K06RD Kubota Diesel D902 23 | John Deere Ztrak 997 Yanmar 3TNV82A (diesel) 31 |
|---------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------|



| Vendor | Franklin Tractor | Smith Small Engines & Mower Shop | Federal Contracts | Franklin Tractor | Atlanta Kubota | Franklin Tractor | Smith Small Engines & Mower Shop | Atlanta Kubota | AgPro | Taylor OPE |
|----------------------|--------------------|----------------------------------|--------------------|--------------------|--------------------|--------------------|----------------------------------|--------------------|-----------------------|--------------------|
| Engine: | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Electrical: | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Drive System | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | * | 1 |
| Mower Frame | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | 1 |
| Deck | 1 | * | * | 1 | 1 | 1 | * | 1 | 1 | 1/* |
| Tires: | * | 1 | 1 | * | 1 | 1 | 1 | 1 | 1 | 1 |
| Fuel: | 1 | 1 | 1 | 1 | * | 1 | 1 | 1 | * | 1 |
| Seat: | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Safety Controls: | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Vacuum System | * | 1 | 1 | 1 | 1 | 1 | 1 | 1 | * | * |
| Price: | \$10,067.60 | \$10,440.28 | \$12,170.00 | \$13,029.94 | \$13,196.00 | \$13,267.48 | \$14,019.56 | \$14,461.00 | \$14,999.99 | \$15,976.00 |
| Name: | Grasshopper | Grasshopper | Husqvarna | Grasshopper | Kubota | Grasshopper | Grasshopper | Kubota | John Deere Commercial | Exmark |
| Type: | | | | | | | | | Z trak | Lazer |
| Model: | 329B | 329B | Z560L | 329B | ZG227 | 329B | 329B | ZG327 | 950M | ZX |
| Engine Model: | Briggs | Briggs | Kawasaki | Briggs | ZG227 | Briggs | Briggs | ZG227 | Kawasaki | Kohler ECV980 |
| Type: | Big Block | | FX Series V-twin | Big Block | N/A | Big Block | N/A | N/A | FX850V | Command Pro GFI |
| HP: | 29 | | 27 | 29 | 27 | | | | 27 | 38 |
| Local | Cartersville | Cedartown | Florida | Cartersville | Marietta | Cartersville | Cedartown | Marietta | Cartersville | Cartersville |

We recommend Franklin Tractor in column G that meets all bid specs and is local at a total price of \$13,267.56



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Other |
| DEPARTMENT NAME: | Parks and Recreation |
| AGENDA ITEM TITLE: | Addendum – Etowah Disc Golf Contract |
| DEPARTMENT SUMMARY RECOMMENDATION: | Sam Barfield with Etowah Disc Golf wanted concrete tee pads installed for the Deerfield Park Disc Golf Course. He was informed that the City would not be paying any additional money toward the course design and layout. Sam approached us with an alternate proposal from the original contract where instead of paying 20% per tournament for the gross registration fees, he would pay a \$25 permit fee per tournament through June 30, 2024. He would have the concrete tee pads installed and pay for them himself. |
| LEGAL: | Keith Lovell created the addendum. |

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement to the City of Cartersville Parks & Recreation Agreement for Outside Providers entered into by and between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia and SAM BARFIELD dba Etowah Disc Golf (Provider) on the 5th day of November 2020, is amended the ___ day of _____, 2021.

WITNESSETH:

WHEREAS, the parties entered into the City of Cartersville Parks & Recreation Agreement for Outside Providers on November 5, 2020.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree to this Second Amendment as follows:

1.

That the City of Cartersville Parks & Recreation Agreement for Outside Providers dated November 5, 2020, is hereby amended as indicated herein.

2.

That Article 2.0 Equipment & Materials is hereby amended by adding a new paragraph 2.6 as follows:

2.6. The Provider shall install concrete tee pads for each hole on the course and the fees assessed in paragraph 4.1 shall be adjusted as provided for herein.

3.

That Article 4.0 Compensation and Method of payment is hereby amended by adding a new paragraph 4.4 as follows:

4.4 The City of Cartersville in exchange for the installation of the concrete tee pads shall waive its commission of twenty (20%) percent of the registration fee until June 30, 2024, at which time, it is reinstated. In lieu of the commission waived herein, Provider shall pay to the City of Cartersville a fee of \$25.00 per tournament until June 30, 2024.


4.

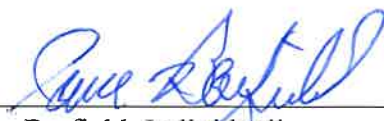
The remaining provisions of the City of Cartersville Parks & Recreation Agreement for Outside Providers dated November 5, 2020 shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date written out above.

Sworn to and subscribed before me this 11 day of March, 2021.

Provider


Notary Public
My Commission Expires:
[AFFIX SEAL]

By: 
Sam Barfield, Individually
and as President of Etowah Disc Golf

CITY OF CARTERSVILLE,
a Municipal Corporation of the State of Georgia

Attest: _____
Julia Drake, City Clerk
[AFFIX SEAL]

By: _____
Matthew J. Santini, Mayor



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this 5 day of November 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

SAM BARFIELD dba ETOWAH DISC GOLF hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **DISC GOLF TOURNAMENTS** at the following locations: Deerfield Park 10 Pine Grove Road, Cartersville GA 30120.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for Tournament participants.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

Parks and Recreation Agreement for Outside Providers

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

Parks and Recreation Agreement for Outside Providers

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0
Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit “A.”**

ARTICLE 4.0
Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER’s services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **20%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **80%** of such fees paid. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit “A”** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission. Payments will be made to the CITY within fourteen (14) business days of PROVIDER’s receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

Parks and Recreation Agreement for Outside Providers

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than “A-VI” in the latest edition of “Best Key Rating Guide”, published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- \$1,000,000 Combined Single Limit – each occurrence
- \$2,000,000 Combined Single Limit – general aggregate
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker’s Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter’s employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

Parks and Recreation Agreement for Outside Providers

- A. Workers Compensation Statutory
- B. Employer’s Liability \$100,000 each accident
\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor’s letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0
Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2021**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER’s address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0
Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0
Americans with Disabilities Act

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

Parks and Recreation Agreement for Outside Providers

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:


ATTEST:

Julia Drake
JULIA DRAKE, CITY CLERK

BY: Matt Santini
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Debra R Herrow


BY: Sam Barfield
NAME: SAM BARFIELD
TITLE: PRESIDENT
COMPANY: ETOWAH DISC GOLF

[AFFIX CORPORATE SEAL]





CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Contracts/Agreements |
| DEPARTMENT NAME: | Parks and Recreation |
| AGENDA ITEM TITLE: | Gymnastics Program Provider - StingRays |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>Upon approval, beginning on June 1, 2021, Cartersville Cheer Company, LLC, dba The Stingray Allstars will become the Gymnastics Program Provider for the City of Cartersville. They are a local business and Andy Schultz became the owner in 2019. The company has been providing gymnastics programming since 2002. Stingrays will continue to provide both recreation gymnastics as well as competitive gymnastics, including but not limited to classes, competitions, and camps. We believe Stingrays will continue to provide a professional, high quality gymnastics program for the City. The Stingrays will provide the City 20% of their gross registration revenue for the current CPRD participants. For all current Stingrays participants, the gross registration revenue to the City will begin at 5% for the first year and then increase annually by 5% until the 20% registration revenue is met, which will begin on July 1, 2024.</p> |
| LEGAL: | Reviewed by City Attorney, Keith Lovell |



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2021, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

CARTERSVILLE CHEER COMPANY, LLC dba THE STINGRAY ALLSTARS hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **GYMNASTICS PROGRAMS, COMPETITIONS AND CAMPS** at the following locations: Cartersville Gymnastics Center, 2 Lee Street, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference beginning on **June 1, 2021.**

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Program Manager for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for all participants. There will not be a surcharge for non-residents of CARTERSVILLE.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses

Parks and Recreation Agreement for Outside Providers

or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **(Exhibit "A")**. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All employees, assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 The PROVIDER also acknowledges that he or she will cover any Utility Expenses of the Gymnastics Center that exceed \$14,000 in a Fiscal Year.

1.17 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.18 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.19 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.20 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0
Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0
Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0
Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **20%** of the registration fees paid by former CITY program participants and brand new participants to the PROVIDER, and the PROVIDER shall be entitled to **80%** of such fees paid. The City shall be entitled to a commission consisting of **5%** of the registration fees paid by existing Stingray participants. At each contract renewal, this percentage paid to the CITY will increase by **5%** until it reaches **20%**.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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Insurance

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6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

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- \$1,000,000 Personal Injury
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PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

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Parks and Recreation Agreement for Outside Providers

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- B. Employer’s Liability \$100,000 each accident
\$500,000 Disease-policy limit
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If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor’s letterhead.

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Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

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7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY. If PROVIDER terminates the contract, PROVIDER will refund participants at 100% of registration fee for current and/or future programs. The CITY will not be held liable for refunding any registration fees.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

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8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

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Parks and Recreation Agreement for Outside Providers

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10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: _____
NAME: ANDY SCHULTZ
TITLE: OWNER
COMPANY: CARTERSVILLE CHEER COMPANY LLC

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

_____ personally known

OR

proved to me based on satisfactory evidence to be the person

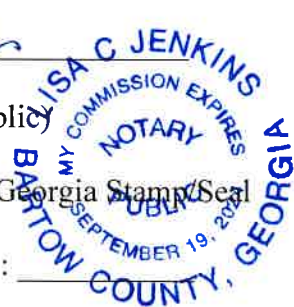
who appeared before me

Lisa C. Jenkins

(Signature of notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: _____



| "Exhibit A" | | All programs are month to month; Bday parties are one time | |
|-------------------|----------------------------------------|------------------------------------------------------------|--|
| Program | Description | price | |
| 30 min. class | 2 yr parent/child and 3 yr old classes | \$44/mo. | |
| 45 min. class | | \$54/mo | |
| 1 hr class | beginner gymnastics classes | \$64/mo. | |
| 1.5 hr class | advanced/Rising Stars | \$75/mo. | |
| 2 hr class | intermediate/advanced classes | \$105/mo. | |
| Team pricing | | | |
| 3 hr per week | | \$144 | |
| 4 hrs per week | | \$148 | |
| 5 hrs per week | | \$165 | |
| 6 hr per week | | \$174 | |
| 8 hrs per week | | \$200 | |
| 9 hrs per week | | \$210.60 | |
| 10 hrs per week | | \$226 | |
| 12 hrs per week | | \$254 | |
| 14 hrs per week | | \$288 | |
| 16 hrs per week | | \$320.00 | |
| 18 hrs per week | | \$360 | |
| 21 hrs per week | | 420 | |
| Extras | | | |
| BDAY Party (2 hr) | | 300 | |
| PNO | Parent night out | 20 - 30 | |
| Clinics | | 25 - 50 | |
| Summer Camps | mon - fri half or full day 9 am - 4 pm | 120 half 220 full | |

Current Enroll

| Class Name | Schedule | Program | Current Enroll |
|---------------------------------|---------------------|--------------------------------------|----------------|
| 1 Preschool 3 yr. old (Whitney) | Tue-6:00PM-6:30PM | Preschool Gymnastics 30 Minute Class | 6 |
| 2 Preschool 3 Yr. Old (Vickie) | Thu-10:30AM-11:00AM | Preschool Gymnastics 30 Minute Class | 4 |
| 3 Preschool 3 Yr. old (Sydney) | Wed-5:30PM-6:00PM | Preschool Gymnastics 30 Minute Class | 4 |
| 4 Preschool 3 Yr. Old (Brooke) | Mon-4:30PM-5:00PM | Preschool Gymnastics 30 Minute Class | 6 |
| 5 Preschool 3 Yr. Old (Sydney) | Thu-4:30PM-5:00PM | Preschool Gymnastics 30 Minute Class | 4 |
| 6 Preschool 3 Yr. Old (Sydney) | Wed-4:00PM-4:30PM | Preschool Gymnastics 30 Minute Class | 0 |
| 7 Preschool 3 Yr. Old (Sydney) | Thu-6:15PM-6:45PM | Preschool Gymnastics 30 Minute Class | 6 |
| 8 Preschool 2 Yr. Old (Whitney) | Tue-6:30PM-7:00PM | Preschool Gymnastics 30 Minute Class | 2 |
| 9 Preschool 2 Yr. Old (Vickie) | Thu-10:00AM-10:30AM | Preschool Gymnastics 30 Minute Class | 5 |
| 10 Preschool 2 yr. Old (Sydney) | Thu-6:45PM-7:15PM | Preschool Gymnastics 30 Minute Class | 3 |

| Classes | Avg Class Size | Enrollments |
|---------|----------------|-------------|
| 10 | 4 | 40 |

| | | | |
|-----------------------|-------------------|------------------------------------|---|
| 1 Kindergym (Whitney) | Mon-6:00PM-7:00PM | Recreational Gymnastics | 5 |
| 1 Kindergym (Whitney) | Mon-5:00PM-6:00PM | Pre School Gymnastics 1 Hour Class | 7 |
| 3 Kindergym (Sydney) | Wed-6:00PM-7:00PM | Pre School Gymnastics 1 Hour Class | 8 |
| 4 Kindergym (Sydney) | Wed-3:00PM-4:00PM | Pre School Gymnastics 1 Hour Class | 8 |
| 5 Kindergym (Brooke) | Thu-6:00PM-7:00PM | Pre School Gymnastics 1 Hour Class | 8 |

| Classes | Avg Class Size | Enrollments |
|---------|----------------|-------------|
| 5 | 6.2 | 31 |

| | | | |
|-------------------------------------|-------------------|-------------------------|---|
| 2 Intermediate Gymnastics (Sydney) | Mon-7:00PM-8:00PM | Recreational Gymnastics | 5 |
| 3 Intermediate Gymnastics (Sydney) | Thu-5:00PM-6:00PM | Recreational Gymnastics | 4 |
| 4 Beginners Gymnastics (Sydney) | Mon-6:00PM-7:00PM | Recreational Gymnastics | 8 |
| 5 Beginners Gymnastics (Sydney) | Mon-5:00PM-6:00PM | Recreational Gymnastics | 4 |
| 6 Beginners Gymnastics (Sydney) | Wed-4:30PM-5:30PM | Recreational Gymnastics | 1 |
| 7 Beginners Gymnastics (Brooke) | Thu-5:00PM-6:00PM | Recreational Gymnastics | 8 |
| 8 Beginners Gymnastics (Brooke) | Thu-4:00PM-5:00PM | Recreational Gymnastics | 6 |
| 9 Advanced Kindergym (Coach Brooke) | Tue-4:30PM-6:00PM | Recreational Gymnastics | 4 |

| Classes | Avg Class Size | Enrollments |
|---------|----------------|-------------|
| 8 | 5 | 45 |

| | | | | |
|------------------------------------------------------|-------------------|-------------------|--------------------|--------------------|
| 1 Preteam A (Vickie) (Brooke) | Tue-4:30PM-6:00PM | Wed-4:30PM-6:00PM | Allstar Gymnastics | 3 |
| 2 Level 5/6 Gymnastics 2020-21 (Vickie) (Brooke) | Mon-5:00PM-8:00PM | Tue-4:30PM-8:30PM | Thu-5:00PM-8:00PM | Sat-9:00 |
| 3 Level 4 Gymnastics 2020-21 (Vickie & Brooke) | Tue-4:30PM-8:30PM | Thu-5:00PM-8:00PM | Sat-9:00AM-1:00PM | Allstar Gymnastics |
| 4 Level 3 Gymnastics 2020-21 (Elena) | Tue-4:30PM-7:30PM | Thu-4:30PM-7:30PM | Sat-9:00AM-12:00PM | Allstar Gymnastics |
| 5 Level 2 Gymnastics 2020-21 (Elena) (Sydney) | Mon-4:30PM-7:00PM | Wed-4:30PM-7:00PM | Allstar Gymnastics | 7 |
| 6 Level 1 Gymnastics (Vickie) (Brooke) | Mon-4:30PM-6:00PM | Wed-4:30PM-6:00PM | Allstar Gymnastics | 6 |
| 7 Excel Silver Gymnastics 2020-21 (Brooke & Whitney) | Tue-4:30PM-7:30PM | Wed-4:30PM-7:30PM | Sat-9:00AM-1:00PM | Allstar Gymnastics |

| Classes | Avg Class Size | Enrollments |
|---------|----------------|-------------|
| 7 | 4.86 | 34 |



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Other |
| DEPARTMENT NAME: | Administration |
| AGENDA ITEM TITLE: | RFP for 178 W. Main Street |
| DEPARTMENT SUMMARY RECOMMENDATION: | The city issued a Request for Proposal for potential Purchase and Development of City Owned Property (old Police Station) and received one proposal from Womack Custom Homes. A committee reviewed the proposal and recommends to the City Council to reject the proposal. |
| LEGAL: | N/A |



City of Cartersville

2/23/2021

Ladies and Gentlemen:

The undersigned declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same transaction; that the undersigned has carefully read and examined the "Request for Proposal" documents, including the Reference Information Documents, and the Information and Instructions, Scope of Project, Information Required, all Addenda (if any), and understands them. The undersigned declares that it is fully informed as to the nature of and the conditions relating to the terms of sale of the Property. Further, the undersigned declares that it has extensive experience in successfully implementing the development and/or redevelopment activities required under the specifications of this Request for Proposal.

The undersigned acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the City, or their respective agents or employees, and that this Proposal is based solely upon the undersigned's own independent investigation, due diligence and business judgment.

If the City accepts this Proposal and the undersigned fails to enter into a definitive contract, furnish the required earnest money deposit or option payment, or provide any requisite insurance documentation at the time of execution of the contemplated Purchase and Sale Agreement or Option Agreement, then the undersigned shall be considered to have abandoned the Award. In submitting this Proposal, it is understood that the right is reserved by the City to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the Award in any manner the City believes to be in its best interest.

COMPANY NAME*: Womack Custom Homes

STREET/P. O. BOX: PO Box 3603

CITY, STATE, AND ZIP CODE: Cartersville, GA 30120

DATE: 2/23/2021 TELEPHONE: 678 776 6872

FAX: _____

AUTHORIZED SIGNATURE: 

PRINTED NAME OF SIGNER: Matthew R Womack



CITY OF CARTERSVILLE, GEORGIA
PROPOSAL FOR PURCHASE AND DEVELOPMENT OF CITY -
OWNED PROPERTY
LOCATED AT 178 W. MAIN STREET,
CARTERSVILLE, GA 30120

February 23, 2021

Project Description:

25 townhomes (5- 5 unit buildings)(this will require a variance to increase the allowable units from the allowed 23)

Exterior units are 1879 sq ft (heated) and Interior units are 1814 sq ft (heated).

All units will have a 2-car drive under garage as well as a pad outside the garage that can fit at least 1 more car.

Projected price point for Exterior Unit- \$349,900, Interior Unit- \$329,900

Target Population:

Professionals of all age groups. Our plans include a main level, street facing office. This would be perfect for professionals who have the ability to work from home but still need an office for client meetings. We hope that marketing these as 2 bedrooms w/ an office will minimize the impact on the school system.

Marketing plan is for a live/work/play environment. Concentration will be on dining and shopping within steps of home. There is a strong demand for downtown living in Cartersville.

Anticipated Tax Revenue Produced:

\$350K appraised value w/ adjusted of \$140K

County- \$130K- \$1,339.00 (with \$10K Homestead Exemption)

City- \$140K- \$456.26

Parks and Rec- \$140K- \$120.24

City Schools- \$140K- \$2,040.64 (non-senior)

City Schools- \$80K- \$1,166.08 (senior)

Total (under age 65) \$3,956.44

Total (over age 65) \$3,081.88

So, total depending on final values total roughly \$80K-90K/year as a whole.

Schedule:

April thru June 2021- Have civil engineering plans drawn for purposes of getting final pricing on development.

July thru October 2021- Get approvals and variance from the city for land disturbance permit.

November 2021 thru February 2022- Demo and develop the site.

March 2022 thru March 2023- Build and sell units.

Construction Team:

Surveyor- Smith and Smith Land Surveyors
Civil Engineer- Stephenson Engineering
Demolition- A and M Contracting
Grading/Utilities/Infrastructure/Curbs/Paving- Kirkpatrick and Sons
Vertical Construction- Womack Custom Homes
Sales Agent- Cindy Dent (Professional Realty Group)

Equity Partners- JSAW, LLC (Jason Shaw and Andy Womack)

Lead Organization:

Womack Custom Homes
PO Box 3603
Cartersville, GA 30120

Matthew R Womack (CFO)
Stephen A Womack (COO)

We have a combined 25 years in the construction and development fields. WCH was started in 2016. Since then we've completed 22 remodels and 20 new builds including 8 townhomes. We've also done several commercial remodel jobs through a separate company.

Prior Experience:

Matt worked for 12 years with an Atlanta based builder/developer (John Willis Custom Homes/John Willis Development) where he rose to be Vice President of Construction. During his time, he oversaw several projects very similar to this one. The most similar would be a development called Brookhaven Manor in Brookhaven. We purchased the property, tore down some existing apartments and built roughly 40 high end townhomes selling in the \$700's-800's.

Stephen worked as a project manager for the largest student housing provider in the country, Landmark Properties out of Athens, GA. While there he oversaw the construction of dozens of single family and attached houses in Athens and Tuscaloosa, AL.

Financial Capacity and Project Financing:

We would partner with JSAW, LLC to purchase the property and pay for the development.

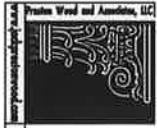
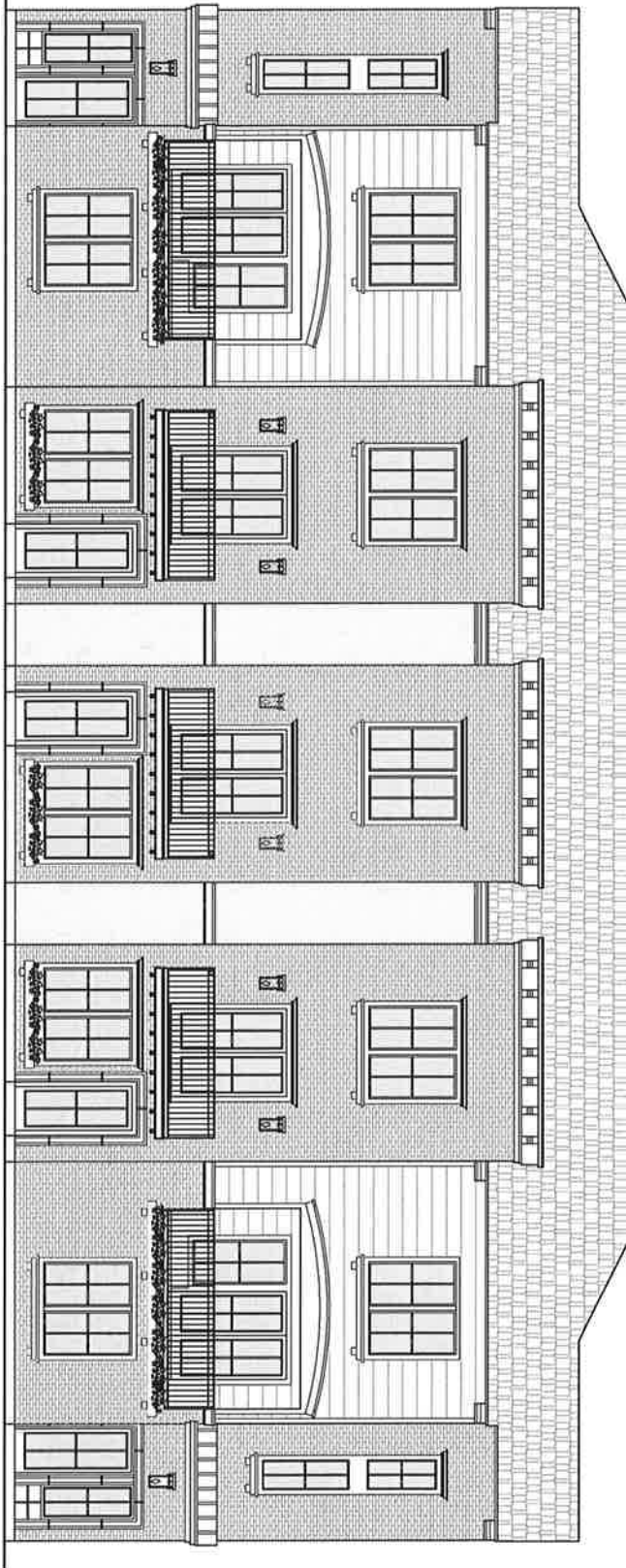
We would use Century Bank of Georgia for the construction financing. (A letter can be provided upon request)

This proposal is based on a concept. Neither development nor architectural plans have been finalized. Before we would go under contract, we would propose a due diligence period to have civil and architectural plans finalized. At that point we will be able to get a much more concrete and accurate idea of our development and construction costs. We are willing to spend the necessary funds to provide these things. We had no choice but to figure a worst-case scenario when budgeting for items so this drove the cost up and in turn affected what we could offer for the property.

TITLE OF SIGNER: _____

* NOTE: If the PROPOSER is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If PROPOSER is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If PROPOSER is an individual, his signature shall be placed above.

COPYRIGHT 2017 ALL EXISTING PLANS AND SPECIFICATIONS ARE THE PROPERTY OF PRESTON WOOD & ASSOCIATES, L.L.C. PURCHASERS RIGHT IS CONDITIONAL AND LIMITED TO A ONE-TIME USE TO CONSTRUCT A SINGLE PROJECT ON THE LOT STATED HEREIN, AND USE IS LIMITED SPECIFICALLY TO SUCH PROPERTY. THE USE OR REUSE OF ANY PART OF THESE PLANS WITHOUT WRITTEN PERMISSION OF PRESTON WOOD & ASSOCIATES, L.L.C. IS STRICTLY PROHIBITED. ANY REUSE OF THESE PLANS WITHOUT WRITTEN PERMISSION OF PRESTON WOOD & ASSOCIATES, L.L.C. SHALL BE CONSIDERED VIOLATION OF THE CONTRACT AND LEGAL ACTION WILL BE TAKEN TO ENFORCE. ANY CONTRACTOR OR ARCHITECT USING THESE PLANS SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCAL, STATE AND FEDERAL REGULATIONS, CODES AND ORDINANCES THAT APPLY TO THE PROJECT AND OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. ANY CONTRACTOR OR ARCHITECT USING THESE PLANS SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCAL, STATE AND FEDERAL REGULATIONS, CODES AND ORDINANCES THAT APPLY TO THE PROJECT AND OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.



PRESTON WOOD & ASSOCIATES, L.L.C.
 500 Lovell Blvd., Suite 250 Houston, TX 77006
 www.prestonwood.com
 Development Land Planning Mixed Use Residential Design Town Home Design

Preston Wood & Associates, LLC
 State of Texas License No. 10440-ES
 08/2017

TABLE OF CONTENTS

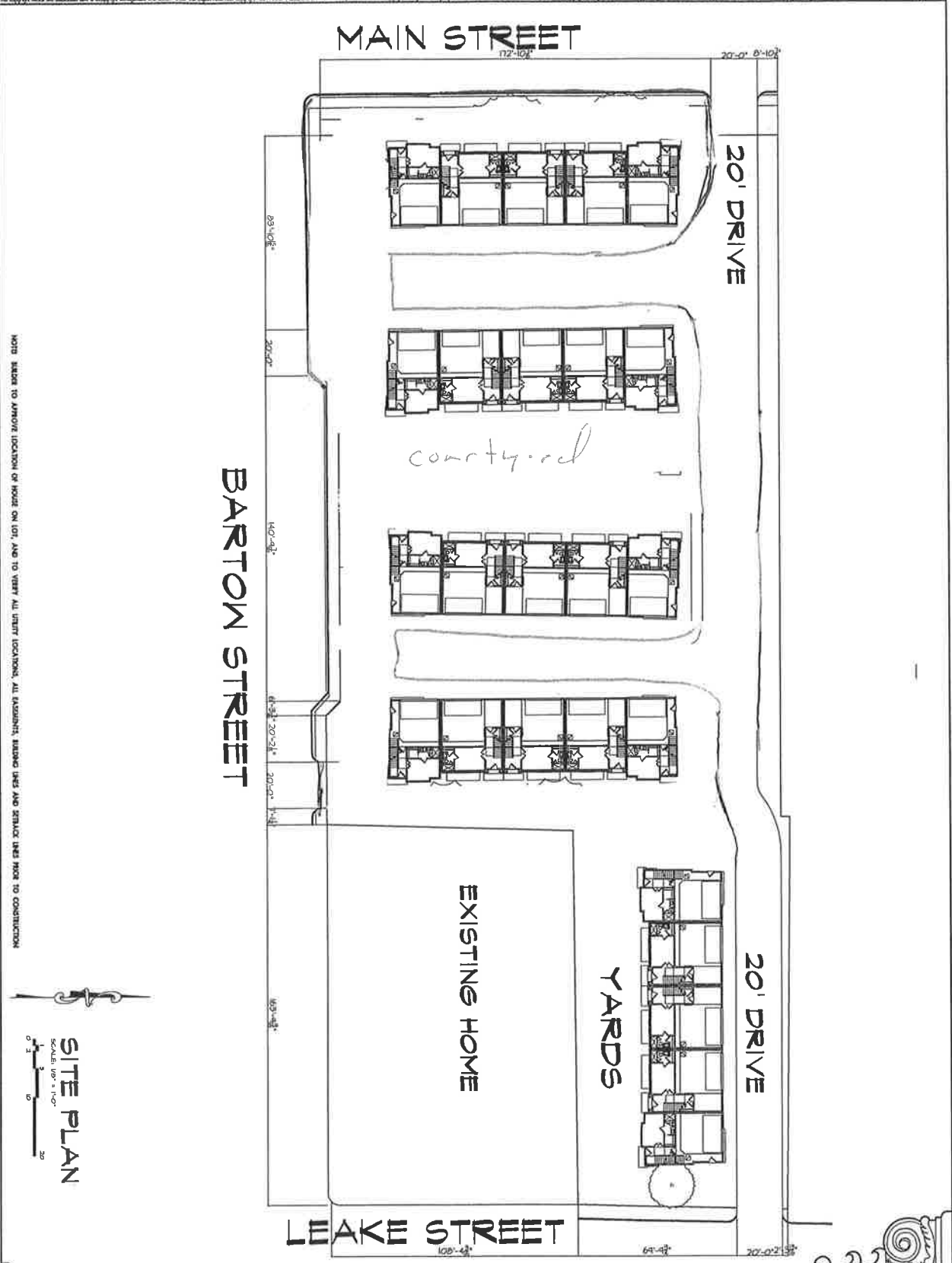
| | |
|-----------------------------------|------------------------------------------------------------------|
| CODE INFORMATION | |
| BUILDING CODE | 2012 INTERNATIONAL |
| OCCUPANCY | RESIDENTIAL, TOWNHOMES |
| BUILDING CONSTRUCTION TYPE | TYPE V-A3 UNREINFORCED |
| WIND RESISTANCE | GROUP R3 |
| NO FIRE SPRINKLER SYSTEM REQUIRED | |
| ALLOWABLE HEIGHT | 2012 IBC TABLE 509, 3 TOTAL FLOORS WITH MAXIMUM HEIGHT OF 35'-0" |

TABLE OF CONTENTS

| | |
|---------------------------------|-------|
| RENDERED FRONT | AM-1 |
| FIRST FLOOR MASTER PLAN | AM-5 |
| SECOND FLOOR MASTER PLAN | AM-4 |
| THIRD FLOOR MASTER PLAN | AM-3 |
| RIGHT ELEVATION | AM-6 |
| LEFT ELEVATION | AM-7 |
| RIGHT & LEFT ELEVATIONS | AM-8 |
| SECTION "A-A" | AM-9 |
| MASTER FOUNDATION PLAN | AM-10 |
| SECTION "A-A" | |
| FIRST & SECOND FLOOR PLANS | AL-1 |
| SECTION "C-C" | AL-2 |
| FIRST & SECOND FLOOR ELEVATIONS | AL-3 |
| THIRD FLOOR ELEVATION | AL-4 |
| MILLWORK | AL-5 |
| SECTION "B-B" | |
| FIRST & SECOND FLOOR PLANS | AR-1 |
| SECTION "D-D" | AR-2 |
| FIRST & SECOND FLOOR ELEVATIONS | AR-3 |
| THIRD FLOOR ELEVATION | AR-4 |
| CEILING SHEET | LA-1 |
| DETAILED SHEET | LA-2 |

JB HENDERSON PROPERTIES
 9911 AM-1
 CARTERSVILLE, GA
 68009
 DATE SET DATE DATE 27 November 2020

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NOTE: SECTION TO APPROVE LOCATION OF HOUSE ON LOT, AND TO VERIFY ALL UTILITY LOCATIONS, ALL EXISTING, REMAIN, AND REMOVE EXISTING HOUSE TO CONSTRUCTION



SITE PLAN
SCALE: 1/8" = 1'-0"

JB HENDERSON PROPERTIES
SUBDIVISION SECTION LOT BLOCK
CATERSVILLE GA.
2 OF XX
SHEET DATE: 02/18/2021

LOT CALCULATIONS

| | |
|------------------------------------|--------|
| LOT SIZE: | 7200 |
| BUILDING FOOTPRINT: | 2220 |
| % OF BUILDING COVERAGE: | 30.83% |
| DRIVE & WALKS: | 404 |
| TOTAL IMPERVIOUS COVERAGE: | 2624 |
| PERCENTAGE OF IMPERVIOUS COVERAGE: | 36.44% |

SITE SYMBOLS

| | | | |
|---|--------------------|---|-------------------|
| □ | ELEVATION MARK | ■ | EXISTING CONCRETE |
| ○ | ELECTRICAL METER | ▲ | EXISTING DRIVE |
| □ | WATER METER | ○ | SEWER CLEAN OUT |
| □ | SEWER METER | ○ | HOSE BIB |
| ○ | FINISH WALL (TYPE) | □ | POLE |

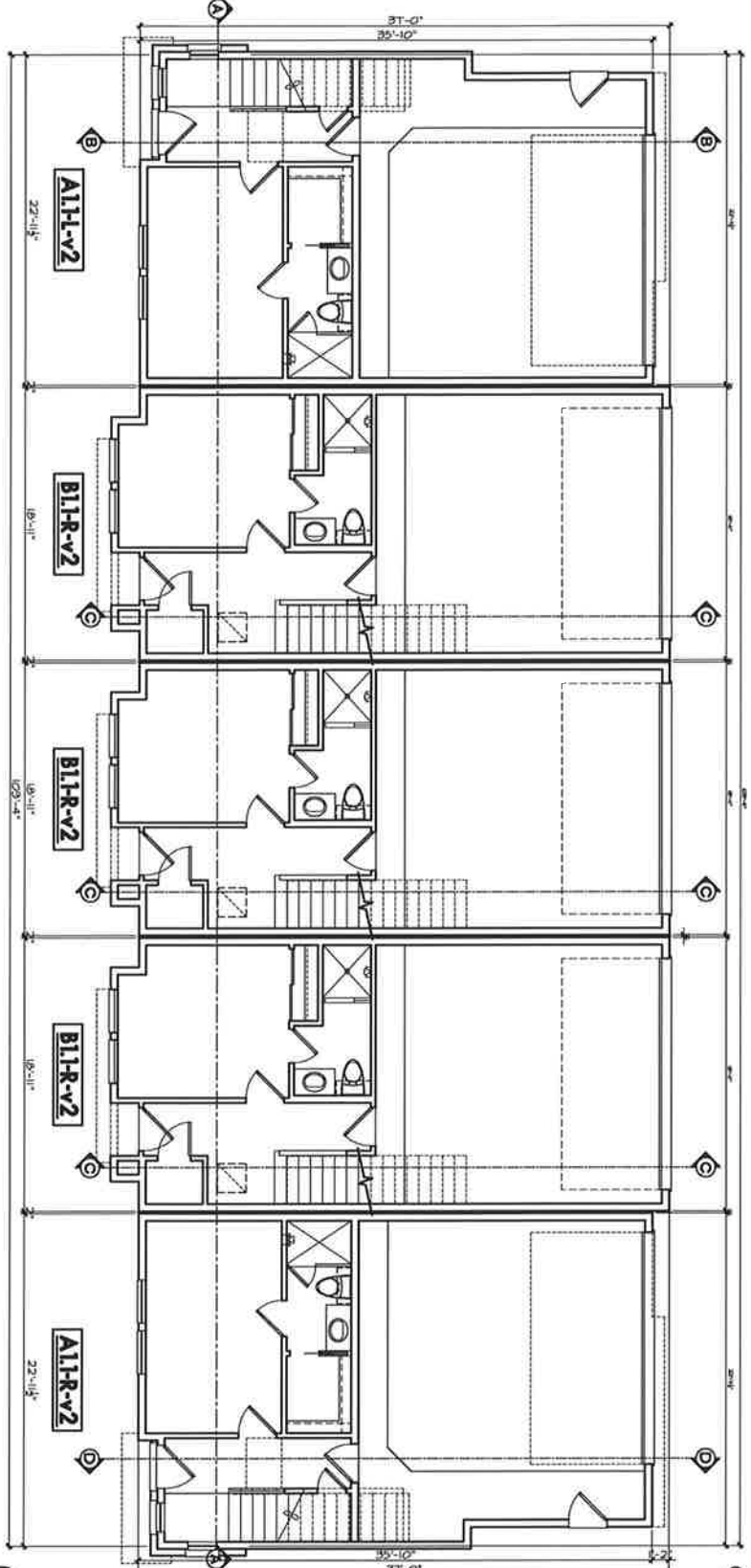
CONTRACT NOTES:

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FIRST FLOOR MASTER PLAN
 SCALE: 1/8" = 1'-0"
 J.B. HENDERSON & ASSOCIATES, LLC
 ARCHITECTS

J.B. HENDERSON PROPERTIES
 1000
 CANTERSVILLE, CA
 EB009
 DATE: 03/23/2021

SYMBOLS

| | |
|----------|-----------------------|
| [Symbol] | CONCRETE WALL |
| [Symbol] | STAIRS |
| [Symbol] | DOOR |
| [Symbol] | WINDOW |
| [Symbol] | MECHANICAL EQUIPMENT |
| [Symbol] | PLUMBING EQUIPMENT |
| [Symbol] | ELECTRICAL EQUIPMENT |
| [Symbol] | FINISH LINE |
| [Symbol] | PROPERTY LINE |
| [Symbol] | ADJACENT PROPERTY |
| [Symbol] | EXISTING CONSTRUCTION |
| [Symbol] | PROPOSED CONSTRUCTION |

LINE LEGEND

| LINE TYPE | DESCRIPTION |
|-----------|-----------------------|
| --- | PROPERTY LINE |
| --- | EXISTING CONSTRUCTION |
| --- | PROPOSED CONSTRUCTION |
| --- | MECHANICAL EQUIPMENT |
| --- | PLUMBING EQUIPMENT |
| --- | ELECTRICAL EQUIPMENT |

PLAN NOTES

1. REFER TO SHEET EB008 FOR GENERAL NOTES AND SPECIFICATIONS.
2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
3. FINISH FLOOR IS 4" CONCRETE ON 8" GRAVEL ON 4" COMPACTED FILL.
4. EXISTING CONSTRUCTION IS SHOWN WITH DASHED LINES.
5. PROPOSED CONSTRUCTION IS SHOWN WITH SOLID LINES.
6. ALL ROOMS SHALL BE FINISHED WITH 1/2" GYP BOARD ON JOISTS.
7. ALL WALLS SHALL BE FINISHED WITH 5/8" GYP BOARD ON STUDS.
8. ALL CEILING SHALL BE FINISHED WITH 5/8" GYP BOARD ON JOISTS.
9. ALL FLOORS SHALL BE FINISHED WITH 1/2" GYP BOARD ON JOISTS.
10. ALL ROOF SHALL BE FINISHED WITH 2" POLYSTYRENE INSULATION ON 2x12 JOISTS.
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SCHEDULES

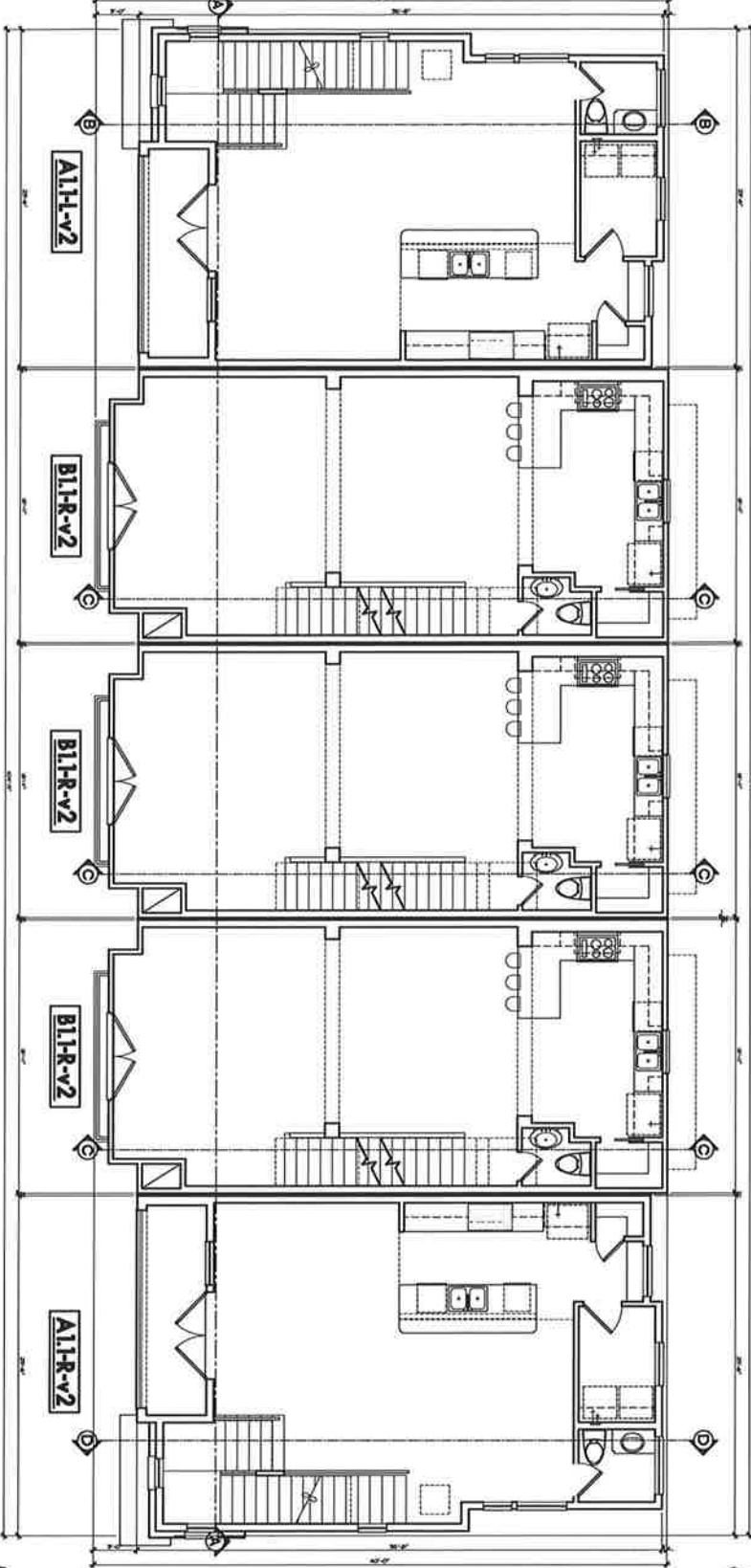
| | |
|----------------|------------------------------------------|
| CONCRETE | 4" THICK |
| GRAVEL | 4" THICK |
| COMPACTED FILL | 4" THICK |
| FINISH FLOOR | 1/2" GYP BOARD ON JOISTS |
| WALLS | 5/8" GYP BOARD ON STUDS |
| CEILING | 5/8" GYP BOARD ON JOISTS |
| FLOORS | 1/2" GYP BOARD ON JOISTS |
| ROOF | 2" POLYSTYRENE INSULATION ON 2x12 JOISTS |
| ROOF | 1/2" GYP BOARD ON JOISTS |
| ROOF | 18 GA GALVALUMED STEEL ON JOISTS |

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------------|--------------------|
| 1 | 03/23/2021 | ISSUED FOR PERMITS |

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SECOND FLOOR MASTER PLAN

SCALE: 1/8" = 1'-0"
DATE: 08-18-2017
PREPARED BY: J.B. HENDERSON
SUBMITTED TO: J.B. HENDERSON

J.B. HENDERSON PROPERTIES
2220
CANTONVILLE, GA
30115
770-447-8009
DATE: 08-18-2017

AM-4

| SYMBOLS | DESCRIPTION |
|----------|---------------|
| (Symbol) | CORNER & WALL |
| (Symbol) | DOOR |
| (Symbol) | WINDOW |
| (Symbol) | STAIR |
| (Symbol) | ELEVATOR |
| (Symbol) | RESTROOM |
| (Symbol) | MEETING ROOM |
| (Symbol) | OFFICE |
| (Symbol) | RECEPTION |
| (Symbol) | STORAGE |
| (Symbol) | UTILITY |

| LINE LEGEND | DESCRIPTION |
|--------------|----------------|
| (Line Style) | 1" THICK WALL |
| (Line Style) | 2" THICK WALL |
| (Line Style) | 3" THICK WALL |
| (Line Style) | 4" THICK WALL |
| (Line Style) | 5" THICK WALL |
| (Line Style) | 6" THICK WALL |
| (Line Style) | 7" THICK WALL |
| (Line Style) | 8" THICK WALL |
| (Line Style) | 9" THICK WALL |
| (Line Style) | 10" THICK WALL |

PLAN NOTES

1. REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND PLUMBING CODES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND SAFETY CODE.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL SMOKE AND ALARM CODE.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ENERGY EFFICIENCY CODE.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL GREEN BUILDING CODE.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ACCESSIBILITY STANDARDS AND GUIDELINES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL SUSTAINABLE DESIGN RATING SYSTEM.

SCHEDULES

REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

SYMBOLS

REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

LINE LEGEND

REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

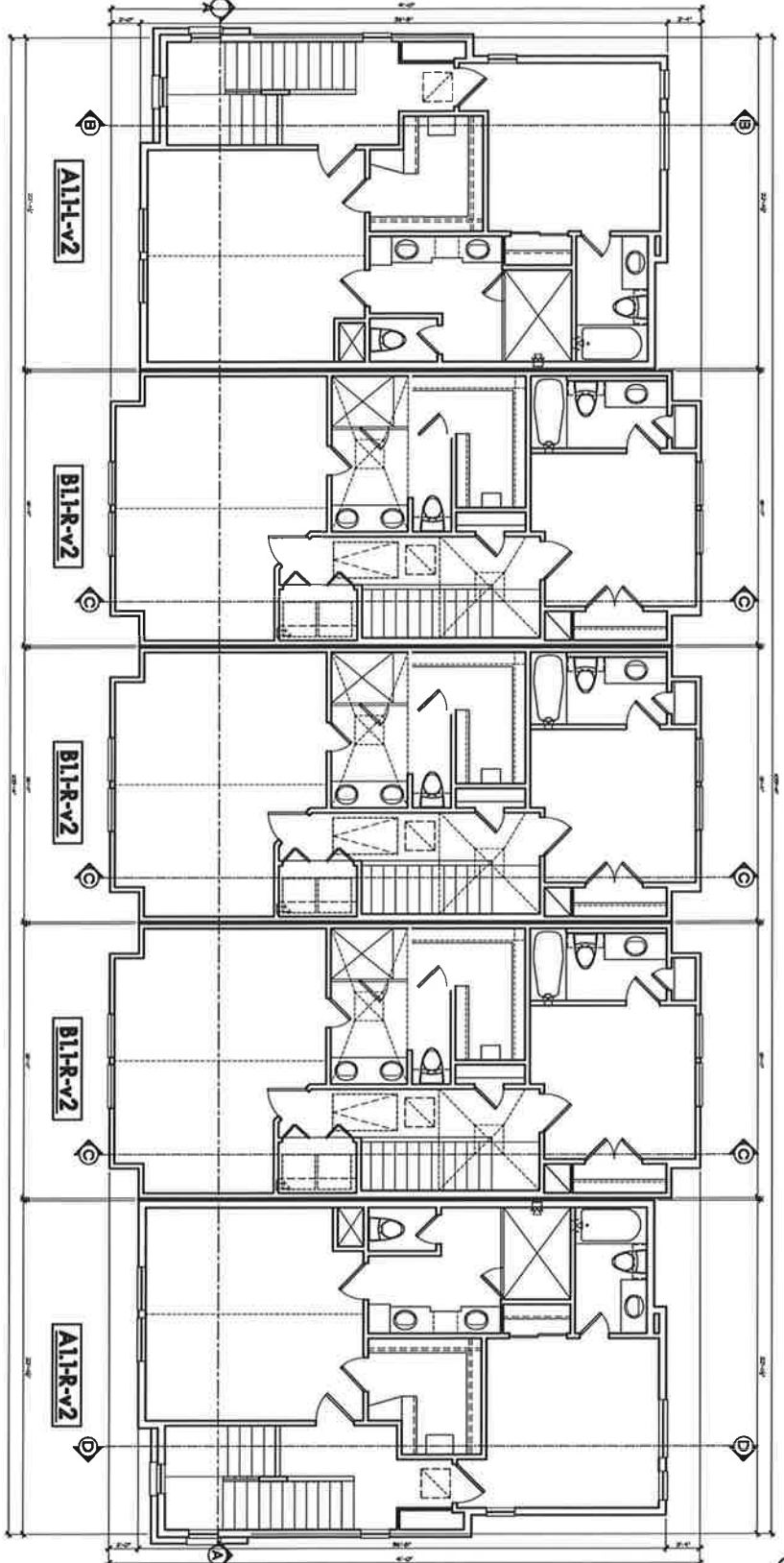
REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.

REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.



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THIRD FLOOR MASTER PLAN

SCALE: 1/8" = 1'-0" SEE DETAILS UNLESS INDICATED OTHERWISE. THIS PLAN IS A REVISION OF THE SECOND FLOOR MASTER PLAN. NO OTHER REVISIONS FROM THE SECOND FLOOR MASTER PLAN TO BE SHOWN IN THIS AREA.

PRESTON HOOD & ASSOCIATES, LLC
 PRESTON HOOD & ASSOCIATES, LLC
 10000 S. 100TH AVENUE, SUITE 100
 SAND HILL, CA 94383
 (925) 438-1000
 PRESTON HOOD & ASSOCIATES, LLC
 10000 S. 100TH AVENUE, SUITE 100
 SAND HILL, CA 94383
 (925) 438-1000

SCHEDULES REFERENCE ARCHITECTURE TO THE FOLLOWING:

PLUMBING - SEE SCHEDULE 1
ELECTRICAL - SEE SCHEDULE 2
Mechanical - SEE SCHEDULE 3
Structural - SEE SCHEDULE 4
Exterior - SEE SCHEDULE 5
Interior - SEE SCHEDULE 6
Paint - SEE SCHEDULE 7
Finishes - SEE SCHEDULE 8
Site - SEE SCHEDULE 9
Other - SEE SCHEDULE 10

PLAN NOTES (REVISIONS TO THE 2008 IBC)

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
3. ALL MATERIALS ARE TO BE AS SHOWN ON THE MATERIAL SCHEDULE.
4. ALL WORK IS TO BE IN ACCORDANCE WITH THE 2008 IBC.
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10. ALL WORK IS TO BE IN ACCORDANCE WITH THE 2008 IBC.

SYMBOLS

CABINET & WALL
 STAIRCASE
 FIRE WALL
 WALL LOCATION
 DOOR LOCATION
 WINDOW LOCATION

LINE LEGEND

1/2" WALL
 5/8" WALL
 1" WALL
 1 1/2" WALL
 2" WALL
 2 1/2" WALL
 3" WALL
 4" WALL
 6" WALL
 8" WALL
 10" WALL
 12" WALL
 14" WALL
 16" WALL
 18" WALL
 20" WALL
 24" WALL
 30" WALL
 36" WALL
 42" WALL
 48" WALL
 54" WALL
 60" WALL
 66" WALL
 72" WALL
 78" WALL
 84" WALL
 90" WALL
 96" WALL
 102" WALL
 108" WALL
 114" WALL
 120" WALL
 126" WALL
 132" WALL
 138" WALL
 144" WALL
 150" WALL
 156" WALL
 162" WALL
 168" WALL
 174" WALL
 180" WALL
 186" WALL
 192" WALL
 198" WALL
 204" WALL
 210" WALL
 216" WALL
 222" WALL
 228" WALL
 234" WALL
 240" WALL
 246" WALL
 252" WALL
 258" WALL
 264" WALL
 270" WALL
 276" WALL
 282" WALL
 288" WALL
 294" WALL
 300" WALL

JB HENDERSON PROPERTIES
 211X
 CANTERSVILLE, CA
 760 880 0909
 DATE SET: 2020 DATE DATE: 21 November 2020
AM-5

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FRONT ELEVATION

SCALE: 1/4" = 1'-0"
 SECONDARY EXTERIOR MATERIAL: STONE / BRICK
 ROOF MATERIAL: COMPOSITION
 ALL DOOR AND WINDOW ASSEMBLIES TO HAVE
 MATCH TRANSOMS TO FINISH SURFACES.
 HEAD HEIGHTS TAKEN FROM IMMEDIATE INTERIOR FLOOR LEVEL.
 SOFFIT AND RIDGE VENTING PER BUILDER SPECS.

OPTION-2

PWA
 Preston Weed & Associates, LLC
 1000 Peachtree Street, N.E.
 Atlanta, Georgia 30309
 Phone: 404.525.1234
 Fax: 404.525.1235
 www.prestonweed.com

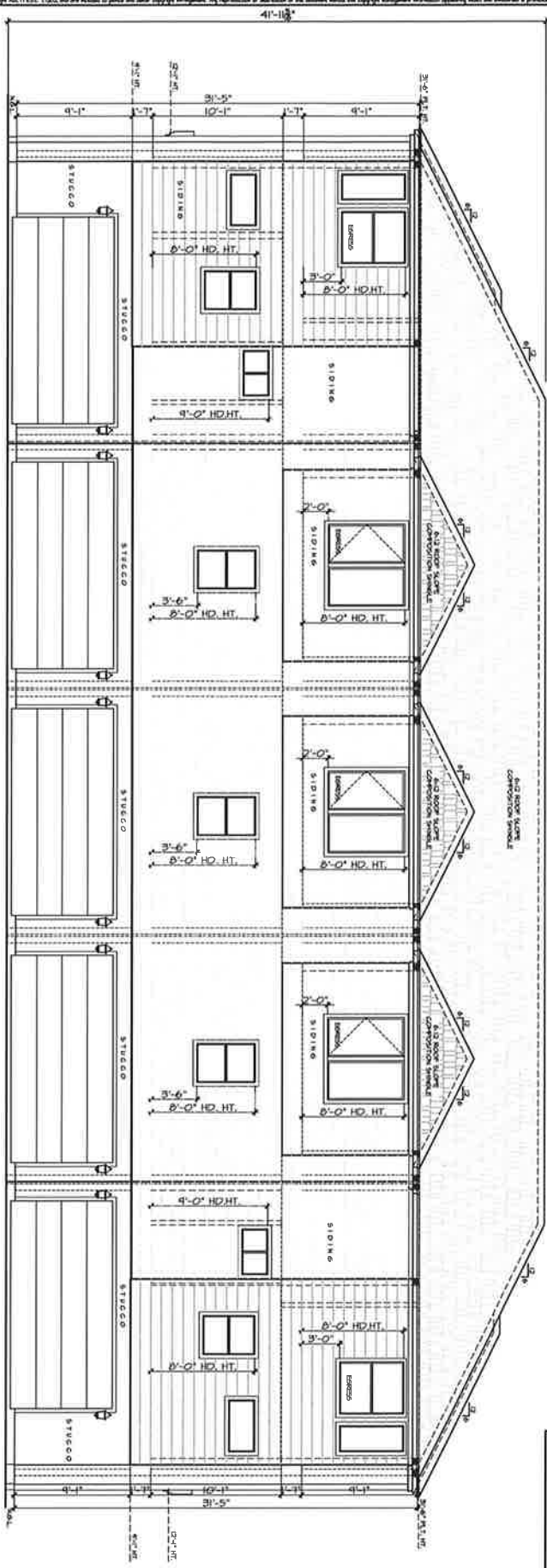
AMERICAN SOCIETY OF ARCHITECTS
 1735 N. 17th Street, N.W.
 Atlanta, Georgia 30316
 Phone: 404.524.2000
 Fax: 404.524.2001
 www.asa.org

JB HENDERSON PROPERTIES
 XXX
 CATESBYVILLE, GA
 AM-6
 E8009
 DATE: 04/18/2020

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REAR ELEVATION
SCALE: 1/4" = 1'-0"

ALH-R-V2
B1H-R-V2
B1H-R-V2
B1H-R-V2
ALH-V2



PRIMA HENNER & ASSOCIATES, LLC
 PRIMA HENNER & ASSOCIATES, LLC
 2000 W. MARKET STREET, SUITE 100
 COLUMBUS, GA 31906
 TEL: 706.322.1111
 FAX: 706.322.1112
 WWW.PRIMAHENNER.COM

PROJECT INFORMATION
 PROJECT NO: 2021-001
 DATE: 03/18/2021

DESIGNER
 NAME: PRIMA HENNER & ASSOCIATES, LLC
 ADDRESS: 2000 W. MARKET STREET, SUITE 100, COLUMBUS, GA 31906
 PHONE: 706.322.1111
 FAX: 706.322.1112
 EMAIL: INFO@PRIMAHENNER.COM

CLIENT
 NAME: JB HENDERSON PROPERTIES
 ADDRESS: 2000 W. MARKET STREET, SUITE 100, COLUMBUS, GA 31906
 PHONE: 706.322.1111
 FAX: 706.322.1112
 EMAIL: INFO@PRIMAHENNER.COM

DATE
 03/18/2021

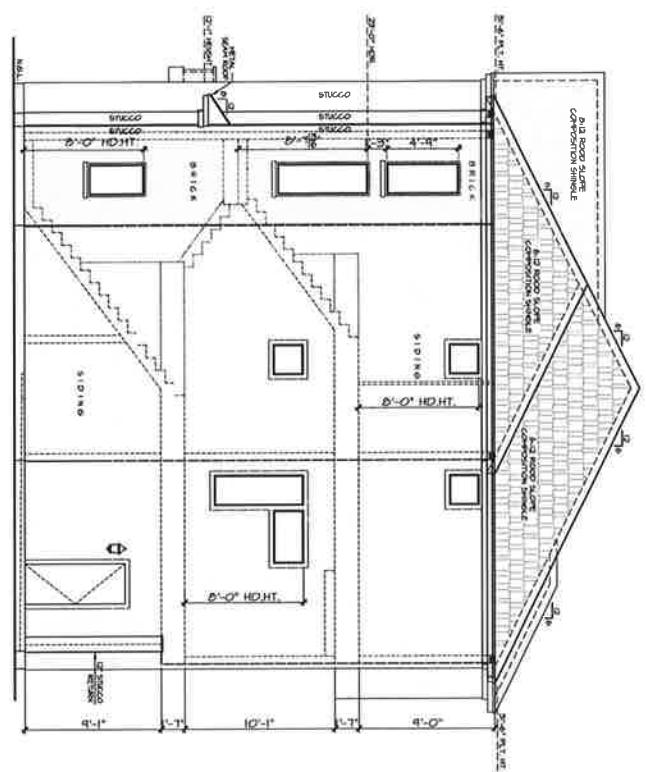
JB HENDERSON PROPERTIES
 2000 W. MARKET STREET
 SUITE 100
 COLUMBUS, GA 31906
 TEL: 706.322.1111
 FAX: 706.322.1112
 WWW.PRIMAHENNER.COM

AM-7
 DATE: 03/18/2021

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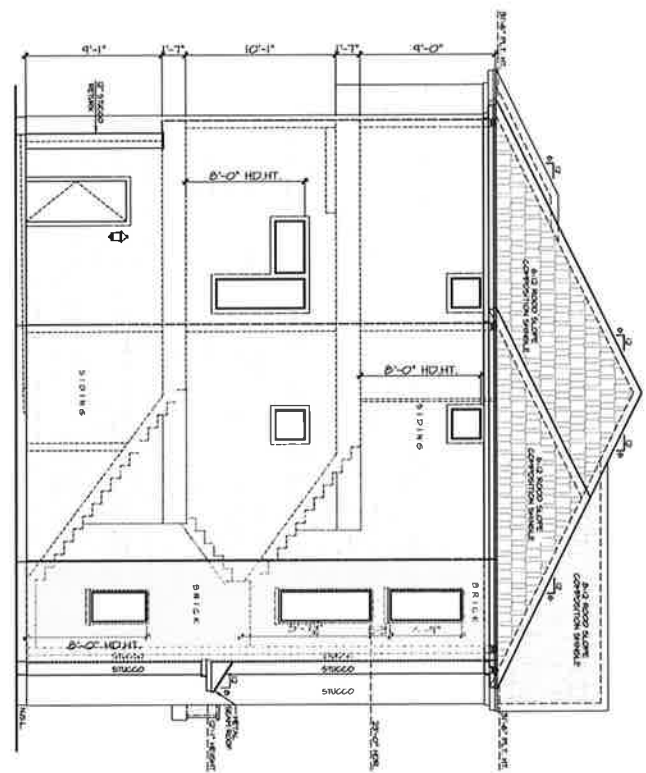
RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

A11-R-V2



LEFT ELEVATION
SCALE: 1/4" = 1'-0"

A11-L



ELEVATION NOTES

1. SEE ALL DIMENSIONS AND SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. SEE PLAN FOR ALL DIMENSIONS AND SPECIFICATIONS.
4. SEE SECTION FOR ALL DIMENSIONS AND SPECIFICATIONS.
5. SEE NOTES FOR ALL DIMENSIONS AND SPECIFICATIONS.
6. SEE NOTES FOR ALL DIMENSIONS AND SPECIFICATIONS.
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18. SEE NOTES FOR ALL DIMENSIONS AND SPECIFICATIONS.
19. SEE NOTES FOR ALL DIMENSIONS AND SPECIFICATIONS.
20. SEE NOTES FOR ALL DIMENSIONS AND SPECIFICATIONS.

JB HENDERSON PROPERTIES
1100
CANTERVILLE, GA
7809
AM-8
DATE: 08/23/2020



CITY COUNCIL ITEM SUMMARY

| | |
|-------------------------------------------|------------------------------------------------------|
| MEETING DATE: | March 18, 2021 |
| SUBCATEGORY: | Monthly Financial Report |
| DEPARTMENT NAME: | Finance |
| AGENDA ITEM TITLE: | January 2021 Financial Report |
| DEPARTMENT SUMMARY RECOMMENDATION: | Attached are the financial reports for January 2021. |
| LEGAL: | None |

| | Description | 1/31/2021 | FY 2021 Budget | % of Monthly Totals to Budget |
|-------------------------------|---------------------------------------|-----------------------|---------------------|-------------------------------|
| General Fund | Total Revenues | \$18,459,748 | \$26,310,555 | 70.16% |
| | GO Bond Proceeds from School | \$0 | \$0 | #DIV/0! |
| | Property Taxes-City Portion Only | \$3,943,879 | \$4,112,040 | 95.91% |
| | Local Option Sales Tax (LOST) | \$2,540,194 | \$3,720,000 | 68.28% |
| | Other Taxes | \$5,496,826 | \$8,479,415 | 64.83% |
| | Building Permit & Inspection Fees | \$184,689 | \$350,000 | 52.77% |
| | Fines and Forfeitures | \$95,662 | \$300,000 | 31.89% |
| | Indirect Federal Govt Grant Rev (CAF) | \$1,139,086 | \$0 | #DIV/0! |
| | Operating Transfers In-City Utilities | \$2,047,529 | \$3,559,675 | 57.52% |
| | Other Revenues | \$3,011,883 | \$5,254,980 | 57.31% |
| | Use of Reserves | \$0 | \$534,445 | 0.00% |
| | Total Expenditures | \$15,452,564 | \$26,310,555 | 58.73% |
| | Personnel Expenses | \$11,237,802 | \$18,363,075 | 61.20% |
| | Operating Expenses | \$3,797,284 | \$7,317,780 | 51.89% |
| | Capital Expenses | \$75,703 | \$174,000 | 43.51% |
| | GO Bond Proceeds from School | | \$0 | #DIV/0! |
| | Debt Pymt - JDA/CBA | | \$0 | #DIV/0! |
| | Library Appropriations | \$341,775 | \$455,700 | 75.00% |
| | Water & Sewer Fund | Total Revenues | \$13,583,961 | \$41,505,895 |
| Water Sales | | \$8,329,716 | \$11,325,000 | 73.55% |
| Sewer Sales | | \$4,665,771 | \$6,470,165 | 72.11% |
| Bond Proceeds | | | \$0 | #DIV/0! |
| Use of Reserves | | | \$22,525,000 | 0.00% |
| Prior Year Capacity Fees | | | \$550,000 | 0.00% |
| Other Revenues | | \$588,474 | \$635,730 | 92.57% |
| Total Expenditures | | \$18,810,714 | \$41,505,895 | 45.32% |
| Personnel Expenses | | \$2,478,850 | \$4,107,855 | 60.34% |
| Operating Expenses | | \$2,184,132 | \$4,964,740 | 43.99% |
| Capital Expenses | \$277,779 | \$4,120,000 | 6.74% | |
| Capital Expenses (Bond Funds) | \$10,242,539 | \$22,525,000 | 45.47% | |
| Transfer To General Fund | \$1,270,251 | \$2,170,705 | 58.52% | |
| Debt Payments | \$2,357,163 | \$3,617,595 | 65.16% | |
| Gas Fund | Total Revenues | \$12,537,363 | \$26,114,640 | 48.01% |
| | Gas Sales | \$11,116,693 | \$23,959,715 | 46.40% |
| | Gas Commodity Charge | \$851,073 | \$1,481,255 | 57.46% |
| | Bond Proceeds | \$0 | \$0 | #DIV/0! |
| | Proceeds from Capital Leases | \$61,523 | \$0 | #DIV/0! |
| | Other Revenues | \$508,074 | \$612,260 | 82.98% |
| | Use of Reserves | \$0 | \$61,410 | 0.00% |
| | Use of Borrowed Funds | \$0 | \$0 | #DIV/0! |
| | Total Expenses | \$12,000,393 | \$26,114,640 | 45.95% |
| | Personnel Expenses | \$1,418,319 | \$2,426,775 | 58.44% |
| Operating Expenses | \$784,500 | \$1,797,440 | 43.65% | |
| Purchase of Natural Gas | \$6,869,975 | \$16,076,325 | 42.73% | |
| Transfer to General Fund | \$1,871,394 | \$3,208,105 | 58.33% | |
| Debt Service | \$386,966 | \$775,765 | 49.88% | |
| Capital Expenses | \$669,239 | \$1,830,230 | 36.57% | |

| | Description | 1/31/2021 | FY 2021 Budget | % of Monthly Totals to Budget | |
|------------------------------|------------------------------|-----------------------|---------------------|-------------------------------|---------------|
| Electric Fund | Total Revenues | \$28,703,437 | \$48,746,650 | 58.88% | |
| | Electric Sales | \$27,679,695 | \$47,222,600 | 58.62% | |
| | Other Revenues | \$1,023,742 | \$1,524,050 | 67.17% | |
| | Total Expenses | \$27,327,810 | \$48,746,650 | 56.06% | |
| | Personnel Expenses | \$1,619,696 | \$2,525,705 | 64.13% | |
| | Operating Expenses | \$810,342 | \$1,623,775 | 49.90% | |
| | Purchase of Electricity | \$22,838,468 | \$40,367,945 | 56.58% | |
| | Capital Expenses | \$425,693 | \$1,428,750 | 29.79% | |
| | Transfer to General Fund | \$1,633,611 | \$2,800,475 | 58.33% | |
| | Stormwater Fund | Total Revenues | \$897,832 | \$1,595,000 | 56.29% |
| Stormwater Revenues | | \$888,072 | \$1,514,000 | 58.66% | |
| Mitigation Grant Revenue | | \$0 | \$0 | #DIV/0! | |
| Other Revenues | | \$9,760 | \$81,000 | 12.05% | |
| Proceeds from Capital Leases | | \$0 | \$0 | #DIV/0! | |
| Use of Reserves | | \$0 | \$0 | #DIV/0! | |
| Stormwater Improvement Funds | | \$0 | \$0 | #DIV/0! | |
| Total Expenses | | \$923,201 | \$1,595,000 | 57.88% | |
| Personnel Expenses | | \$512,293 | \$767,100 | 66.78% | |
| Operating Expenses | | \$394,790 | \$652,245 | 60.53% | |
| Capital Expenses | \$16,118 | \$175,655 | 9.18% | | |
| Solid Waste Fund | Total Revenues | \$1,679,057 | \$3,163,700 | 53.07% | |
| | Refuse Collections Revenues | \$1,648,090 | \$2,833,200 | 58.17% | |
| | Other Revenues | \$30,967 | \$50,500 | 61.32% | |
| | Proceeds From Capital Leases | \$0 | \$280,000 | 0.00% | |
| | Total Expenses | \$1,735,670 | \$3,163,700 | 54.86% | |
| | Personnel Expenses | \$853,109 | \$1,322,515 | 64.51% | |
| | Operating Expenses | \$882,561 | \$1,561,185 | 56.53% | |
| | Capital Expenses | \$0 | \$280,000 | 0.00% | |
| | Fiber Optics Fund | Total Revenues | \$1,393,466 | \$2,352,000 | 59.25% |
| | | Fiber Optics Revenues | \$1,299,646 | \$2,152,800 | 60.37% |
| GIS Revenues | | \$65,475 | \$113,200 | 57.84% | |
| Proceeds from Capital Leases | | \$0 | \$0 | #DIV/0! | |
| Other Revenues | | \$28,345 | \$86,000 | 32.96% | |
| Total Expenses | | \$1,119,151 | \$2,352,000 | 47.58% | |
| Personnel Expenses | | \$440,351 | \$737,550 | 59.70% | |
| Operating Expenses | | \$501,385 | \$829,730 | 60.43% | |
| MEAG Telecom Statewide Pymt | | \$0 | \$0 | 0.00% | |
| Debt Payment | | \$9,874 | \$15,370 | 0.00% | |
| Capital Expenses | \$83,289 | \$624,920 | 13.33% | | |
| ransfers to General Fund | \$84,252 | \$144,430 | 58.33% | | |

MONTHLY SUMMARY
As of January 31, 2021

| | FY 2019-20 | FY 2020-21 | FY 2019-20 | FY 2020-21 | 100.00% OF BUDGET (Year to Date) |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|----------------------------|----------------------------|----------------------------------------|
| | MONTH OF January-20 | MONTH OF January-21 | Year to Date January-20 | Year to Date January-21 | |
| GENERAL FUND <i>excluding SPLOST, DDA & School System Projects Tax Revenue & Expenditures</i> | | | | | |
| REVENUE | \$1,751,966 | \$2,762,827 | \$19,460,892 | \$18,459,748 | 70.16% |
| EXPENDITURE | \$3,255,121 | \$2,227,177 | \$16,011,525 | \$15,452,565 | 58.73% |
| Gen. Fund Net Profit (Loss) | (\$1,503,155) | \$535,650 | \$3,449,367 | \$3,007,183 | |
| WATER & SEWER | | | | | |
| REVENUE | \$1,988,287 | \$1,864,476 | \$14,256,344 | \$13,583,962 | 32.73% |
| EXPENDITURE | \$3,149,488 | \$3,069,413 | \$19,261,466 | \$18,810,714 | 45.32% |
| Wtr. & Svr. Fund Net Profit (Loss) | (\$1,161,201) | (\$1,204,937) | (\$5,005,122) | (\$5,226,752) | |
| <i>As of January 31, 2021, a total of \$10,242,539 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i> | | | | | |
| GAS | | | | | |
| REVENUE | \$2,701,171 | \$3,281,023 | \$12,945,225 | \$12,537,363 | 48.01% |
| EXPENDITURES | \$2,031,712 | \$1,565,399 | \$12,030,798 | \$12,000,393 | 45.95% |
| Gas Fund Net Profit (Loss) | \$669,459 | \$1,715,624 | \$914,427 | \$536,970 | |
| ELECTRIC | | | | | |
| REVENUE | \$3,786,929 | \$3,880,205 | \$29,450,710 | \$28,703,437 | 58.88% |
| EXPENDITURES | \$3,731,041 | \$3,729,559 | \$26,770,871 | \$27,327,809 | 56.06% |
| Electric Fund Net Profit (Loss) | \$55,888 | \$150,646 | \$2,679,839 | \$1,375,628 | |
| STORMWATER | | | | | |
| REVENUE | \$128,229 | \$128,387 | \$973,132 | \$897,832 | 56.29% |
| EXPENDITURE | \$145,161 | \$132,399 | \$897,532 | \$923,201 | 57.88% |
| Stormwater Fund Net Profit (Loss) | (\$16,932) | (\$4,012) | \$75,600 | (\$25,369) | |
| SOLID WASTE | | | | | |
| REVENUE | \$283,066 | \$240,156 | \$1,989,779 | \$1,679,057 | 53.07% |
| EXPENDITURE | \$271,250 | \$225,517 | \$1,872,884 | \$1,735,670 | 54.86% |
| Solid Waste Fund Net Profit (Loss) | \$11,816 | \$14,639 | \$116,895 | (\$56,613) | |
| FIBER OPTICS | | | | | |
| REVENUE | \$192,262 | \$199,912 | \$1,374,981 | \$1,393,465 | 59.25% |
| EXPENDITURE | \$163,186 | \$207,587 | \$1,047,550 | \$1,119,150 | 47.58% |
| Fiber Fund Net Profit (Loss) | \$29,076 | (\$7,675) | \$327,431 | \$274,315 | |

| Cash Position | 6/30/20 | 7/31/20 | 8/31/20 | 9/30/20 | 10/31/20 | 11/30/20 | 12/31/20 |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Total Unrestricted Cash Balance | \$53,624,417.25 | \$48,916,507.41 | \$48,878,872.47 | \$50,072,976.06 | \$49,682,980.58 | \$50,738,291.41 | \$47,152,786.49 |
| Total Restricted Cash Balance | \$165,806,299.30 | \$168,825,765.07 | \$170,837,202.05 | \$170,652,774.47 | \$170,998,785.56 | \$176,946,659.27 | \$179,697,552.37 |
| Cash Position | | 1/31/21 | 2/28/21 | 3/31/21 | 4/30/21 | 5/31/21 | 6/30/21 |
| Total Unrestricted Cash Balance | | \$49,383,079.28 | | | | | |
| Total Restricted Cash Balance | | \$179,955,362.84 | | | | | |

Highlights for the Month of January 2021:
 Unrestricted cash increased due to increases in the General, Electric, Stormwater, Solid Waste, and Gas funds.

Restricted cash increased due to increases in the Motor Vehicle Tax, SPLOST 2020, Water Debt Service, and Pension Funds.

| SPLOST Account Balances | |
|-------------------------|----------------|
| SPLOST 2003 | \$26,976.22 |
| SPLOST 2014 | \$532,680.43 |
| SPLOST 2020 | \$2,773,003.97 |