



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, May 04, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. April 20, 2023 Council Meeting Minutes

APPOINTMENTS

2. Recreation Advisory Board – Josh Brock

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

3. AZ23-01. 226 E Felton Rd. Applicant: Christopher Huth
4. SU23-01. 401 & 403 N. Tennessee St. Applicant: Duncan Auto Sales, Inc.

SECOND READING OF ORDINANCES

5. Amendment to Alcohol Ordinance
6. Alcohol Control Board – Attendance Ordinance
7. Planning Commission – Attendance Ordinance

[8.](#) Historic Preservation Commission – Attendance Ordinance

[9.](#) Board of Zoning Appeals – Attendance Ordinance

FIRST READING OF ORDINANCES

[10.](#) Natural Gas Rates

BID AWARD/PURCHASES

[11.](#) Air Operator Purchase

CONTRACTS/AGREEMENTS

[12.](#) Pre-Demolition Asbestos Survey and Lead-Based Paint Screen

[13.](#) Subsurface Exploration and Engineering Evaluation – Aubrey St. Retaining Wall

[14.](#) Electric Department Building Renovation Proposal

SURPLUS EQUIPMENT

[15.](#) Surplus Equipment

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	April 20, 2023 Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from April 20, 2023 have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
City Hall – Council Chambers
April 20, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:07 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:43 P.M.

OPENING MEETING

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Mathew 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; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Jayce Stepp, Council Member Ward Two; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six

REGULAR AGENDA

Keith Lovell, Assistant City Attorney, stated that Mayor Matthew Santini would be voting on all items and that each item will require four (4) affirmatives to pass.

COUNCIL MEETING MINUTES

1. April 6, 2023, Council Meeting Minutes

Council Member Roth made a motion to approve the April 6, 2023, Meeting Minutes. Council Member Hodge seconded the motion. The motion carried unanimously. Vote: 4-0

APPOINTMENTS

2. Development Authority

Dan Porta, City Manager, stated if approved by the Council, two members of the Development Authority, Beth Tilley, and Mike Fields, would like to continue serving. Their new terms would expire on May 11, 2027.

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

SECOND READING OF ORDINANCES

3. Parks and Recreation Ordinance Updates

Mr. Lovell stated multiple sections of the Parks & Recreation Ordinance Sections 15-4, 15-5 and 15-6 have been updated.

Council Member Hodge made a motion to approve the Parks and Recreation Ordinance Updates. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Ordinance No. 13-23

IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF CARTERSVILLE, GEORGIA THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 15 – PARKS AND RECREATION, ARTICLE I – IN GENERAL, SEC. 15-4. HOURS OF USE OF PUBLIC PARKS IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW; SEC. 15-5. PLAYING OR PRACTICING GOLF OR DRIVING GOLF BALLS IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW; AND SEC. 15-6. THROWING MISSILES IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW:

1.

Sec. 15-4. Hours for public parking.

- (a) It shall be unlawful for any person to be or to park any vehicle in any public park of the city or upon any roadway or parking lot in any public park between the hours of 12:00 a.m. and 5:00 a.m. daily without permission from the parks and recreation department.
- (b) Subsection (a) shall not apply to thoroughfares that are part of the system of streets and highways of the city.

2.

Sec. 15-5. - Additional Rules and regulations for parks owned and operated by city.

- (a) *Adopted.* There shall be a set of rules and regulations developed to set standards of conduct in the parks and recreational facilities owned or operated by the City of Cartersville. These rules shall be designed to assure the safety and enjoyment of park participants in addition to all other rules and ordinances adopted by the City of Cartersville.
 - (1) No person shall serve, consume, or transport in open containers any alcoholic beverage within a city park or recreation facility except in designated event venues during city sponsored festivals. For purposes of this section, the department of parks and recreation shall define "event venue" for each such event.
 - (2) It shall be unlawful for any person to use tobacco products within a city park. Examples of tobacco products include, but are not limited to, cigarettes, e-cigarettes, cigars, chewing tobacco, snuff, pipes, etc.
 - (3) The use of bicycles on sidewalks and trails is prohibited within city parks, except as follows:
 - a. Bicycles, including class 1 and 2 electric bicycles, may be used at a maximum speed of 15 miles per hour on the Etowah River Walk, Pine Mountain Recreation Area, and Pettit Creek Trail marked roads, driveways, or parking areas.

- b. Children under the age of six may use bikes with training wheels on park trails, when accompanied by an adult.
- (4) The use of skateboards is prohibited in city parks except in areas expressly designated for the use of skateboards.
- a. Designated areas will be posted with proper signage.
- (5) Park hours are set according to park categories and are posted at each park. Park categories and a listing of all park hours can be found on the City of Cartersville's website. Park categories and their normal respective park hours are also provided below:
- a. Active parks: 6:00 a.m. to 11:00 p.m., during Spring, Summer, and Fall, and 6:00 a.m. to 10:00 p.m. during Winter; or as may otherwise be posted or changed by the Parks and Recreation Director.
 - b. Etowah River Walk, Pine Mountain Recreation Area, Pettit Creek Trail, Dellinger Park Vita Course, and Cartersville Sports Complex Walking Trail: Dawn to dusk.
 - c. Neighborhood parks: Dawn to dusk.
 - d. Downtown parks: Dawn to midnight.
- (6) Littering, vandalism, and the damage or removal of city property is prohibited.
- (7) All pets must be on-leash and under physical control at all times, except at designated off-leash areas. Additionally, park guests must adhere to the following:
- a. No pets or animals are allowed on athletic fields;
 - b. Animals are prohibited inside buildings, in city swimming areas, the areas inside fencing around pools, and in concession and restroom facilities at swimming pools;
 - c. This section does not prohibit persons with disabilities from bringing service animals as defined under the Americans with Disabilities Act (ADA) into any such areas or into any city park or area owned or operated by the city for recreational purposes;
 - d. Any person owning, keeping, possessing or harboring any dog or cat shall promptly remove and dispose of all feces left by the dog or cat on any public parks, and recreation facilities, except in forest areas, not including trails and improved property; and
 - e. Any person, firm or corporation violating any provision of this article shall be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) for each offense.

- (8) All organized programs and activities must be approved by the city.
 - a. Organized assemblies or groups of 25 or more persons are prohibited, unless approved by prior issuance of a permit by the Parks and Recreation Director.
 - b. When using an athletic field, a group of ten or more persons and private instruction require prior issuance of a permit by the Parks and Recreation Director.

- (9) It shall be unlawful for any person to build or maintain a fire in any park, except in city-provided pavilion grills.

- (10) The following are prohibited, except by permit issued by the city:
 - a. Hunting;
 - b. Camping, urban camping, and/or tents;
 - c. Open fires, fireworks, and/or explosives;
 - d. Golfing, including practice driving, chipping, and putting;
 - e. Archery;
 - f. Soliciting, vending, peddling, or selling;
 - g. Cutting of trees, shrubs, or other plantings;
 - h. Removal or attachments of any kind to trees, plants, or structures;
 - i. Public address systems, loudspeakers, or amplifying devices, except City owned;
 - j. Overnight parking;
 - k. Drones, unmanned aerial vehicles, rockets, or model aircraft;
 - l. Paramotors, and paragliders, whether powered or non-powered;
 - m. Inflatables;
 - n. Petting zoos;
 - o. Metal detecting;
 - p. Construction of any structure (temporary or permanent); or
 - q. Throwing bottles, cans, stones, sticks or other missiles.

- (11) Disorderly conduct is not permitted in any city park or any other area owned or operated by the city for recreation purposes. For purposes of this section, disorderly conduct includes any conduct or behavior tending to a breach of the public peace, such as, but not limited to:
 - a. Engaging in fighting or threatening, violent or tumultuous behavior;
 - b. Jostling or roughly crowding persons unnecessarily;
 - c. Creating a hazardous condition by any act which serves no legitimate purpose;
 - d. Causing or risking public inconvenience, annoyance or alarm; or
 - e. Making an obscene communication or display.

(b) *City of Cartersville Trail System and designated parks.* For all purposes of this section, the City of Cartersville Trail System including, but not limited to: Etowah River Walk, Pine Mountain Recreation Area, Pettit Creek Trail, Dellinger Park Vita Course, and Cartersville Sports Complex Walking Trail shall be deemed as a park.

(c) *Enforcement.*

- (1) All city law enforcement officers, city officials, and other city officers are authorized, empowered, and directed to enforce compliance with this section.
- (2) Nothing in this section shall prevent the enforcement of city ordinances and regulations or state statutes or codes in any park or recreation facility owned or operated by the city.
- (3) Any person who violates any provision of this article shall be guilty of a misdemeanor and, upon conviction, shall be fined according to the penalties described in section 1-6, or sentenced to community service pursuant to Sec. 1-6.

(d) *Public notification.*

- (1) The Parks and Recreation Director shall reproduce the rules in a format suitable for public distribution. Such copies of the park rules and regulations shall be available to the public at all city recreation buildings and other city locations, as deemed necessary by the Parks and Recreation Director.
- (2) The Public Works Director shall have the rules and regulations reproduced on all-weather signs and shall post the signs in the city's parks. Locations of such signs shall be determined by the Parks and Recreation Director and shall be placed in plain public view.

3.

Sec. 15-6. – Reserved.

4.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: April 6, 2023
 SECOND READING: April 20, 2023


 MATTHEW J. SANTINI, MAYOR

ATTEST: 
 JULIA DRAKE, CITY CLERK



3/30/2023 10:32 AM

FIRST READING OF ORDINANCES

4. Amendment to Alcohol Ordinance

Lillie Read, Downtown Development Authority Director stated the DDA Board is proposing a change to section 4-1 (Definitions) and section 4-59 (Pouring Licenses Limited to Certain Establishments) of the Alcohol Ordinance with the goal of providing JZ's Taste of Georgia with a path for keeping their current business open. DDA recommends approval. The Alcohol Control Board recommended denial 3-1.

This is a first reading and will be voted on at the May 4, 2023, City Council Meeting.

5. Alcohol Control Board – Attendance Ordinance

Mr. Lovell stated this ordinance is being proposed to outline the attendance requirements for Board Members.

This is a first reading and will be voted on at the May 4, 2023, City Council Meeting.

6. Planning Commission – Attendance Ordinance

Mr. Lovell stated this ordinance is being proposed to outline the attendance requirements for Board Members.

This is a first reading and will be voted on at the May 4, 2023, City Council Meeting.

7. Historic Preservation Commission – Attendance Ordinance

Mr. Lovell stated this ordinance is being proposed to outline the attendance requirements for Board Members.

This is a first reading and will be voted on at the May 4, 2023, City Council Meeting.

8. Board of Zoning Appeals – Attendance Ordinance

Mr. Lovell stated this ordinance is being proposed to outline the attendance requirements for Board Members.

Public hearing was opened and with no one to come forward to speak for or against the item, Mayor Santini closed the public hearing.

This is a first reading and will be voted on at the May 4, 2023, City Council Meeting.

PUBLIC HEARING – 1st READING OF ZONING/ANNEXATION REQUESTS

9. AZ23-01. 226 E Felton Rd

Applicant: Christopher Huth

Randy Mannino, Planning and Development Director, stated that the applicant requests annexation into the city to allow his children to attend Cartersville schools. Recommended zoning is R-20. Planning Commission recommended approval 5-0.

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

Mayor Santini opened the public hearing for the annexation portion of the application. With no one to come forward to speak for or against the application, the public hearing was closed.

This is a first reading and will be voted on at the May 4, 2023, City Council Meeting.

10. SU23-01. 401 & 403 N Tennessee St.

Applicant: Duncan Auto Sales, Inc.

Randy Mannino, Planning and Development Director stated the applicant requests the continuation of a non-confirming use. The applicant is the owner of a used car business (401) and wishes to expand the business onto the adjacent property (403). The expansion will include additional parking and use of a private garage for repairing cars to be sold at the 401 N. Tennessee St. location.

Staff members are not opposed to the request. The Planning Commission recommended approval 5-0.

Mayor Santini opened the public hearing.

Bobby Walker, 15 S. Public Square, came forward to represent the application and to answer any questions from Mayor and Council Members.

With no one else to come forward to speak for or against the application, Mayor Santini closed the public hearing.

This is a first reading and will be voted on at the May 4, 2023, City Council Meeting.

CONTRACTS/AGREEMENTS

11. Subsurface Exploration and Geotechnical Engineering Evaluation

Freddy Morgan, Assistant City Manager, stated the City was working on plans for the new facilities at the Police Department Firing Range and since part of the property is in a flood plain, we need to hire a geotechnical company to provide a report for us. This is a 2020 SPLOST funded project and is recommended for your approval.

Council Member Roth made a motion to approve the Subsurface Exploration and Geotechnical Engineering Evaluation. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

12. Right of Entry on Parcel C064-0001-001

Mr. Lovell stated that several property owners that are adjacent to Dellinger Park are requesting a right of entry approval to clean debris and remove dead trees and was recommended for approval.

Council Member Hodge made a motion to approve the Right of Entry. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

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

13. Actual Cost Agreement and Resolution

Michael Dickson, Gas Department Director, stated on September 15, 2022, the City Council approved an Actual Cost Utility Agreement with the Georgia Department of Transportation (GDOT) whereas GDOT has agreed to reimburse the city those costs associated with the relocation of existing natural gas facilities within a prescribed easement in conflict with the S.R. 293/Kingston Highway at the Dykes Creek Road construction project. GDOT has since revised the Actual Cost Utility Agreement by adding language associated with the Buy America requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) Build America, Buy America Act (BABAA).

The Gas System recommends Council approval for this revised Actual Cost Utility Agreement with GDOT in the reimbursable amount of 9.82% of the total construction cost associated with the relocation of these existing natural gas facilities estimated to be approximately \$28,614.99.

The Gas System also recommends Council approval of a Resolution authorizing the City Clerk and Mayor to execute the revised Agreement with GDOT.

Council Member Roth made a motion to approve the Actual Cost Agreement and Resolution. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

BID AWARD/PURCHASES

14. Truck Purchases

Freddy Morgan, Assistant City Manager, stated the City's yearly allotted number of fleet vehicles has been reduced, forcing us to seek trucks from individual dealerships. After an extensive search, a Ford F-250 and F-150 meeting our specifications were located at Lavonia Ford Superstore in Lavonia, GA at a cost of \$106,761.00. These trucks were to be budgeted in the upcoming year, but with the current shortage of vehicles, we believe these should be

purchased now to mitigate long delivery times. These are not budgeted in the current year but can be purchased with Gas Revenues. Council approval of these purchases was recommended.

Additionally, Mr. Morgan stated they would like to add an additional vehicle for Stormwater which would be an F-150 for \$55K.

Council Member Cooley made a motion to approve the Truck Purchases including the added vehicle for Stormwater. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

15. Replacement Air Compressor

Scott Carter, Fire Chief, stated respectfully request approval to purchase a budgeted item. This air compressor has a cascade system used to fill firefighters' Self-Contained Breathing Apparatus air bottles. These bottles provide clean breathing air for firefighters while they are in a hazardous environment that contains toxic air and low oxygen levels. This unit will replace one that has been in service since 2002.

Quotes were obtained and it was requested to approve the low bid of \$57,606.07 from Municipal Equipment Company. This quote includes all components, installation, and set-up. We are requesting an add-on of an extended warranty for a total of five years after installation. With the extended warranty add-on, it will bring the total price to \$61,127.61.

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

16. Emergency Fire Truck Repair

Chief Carter stated he was requesting approval for emergency repairs be made to Engine Four. Brakes, chassis, and front suspension were all inspected due to issues the crew discovered and repaired were made by Ten-8. This is a budgeted item.

Council Member Roth made a motion to approve the Emergency Fire Truck Repair. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

17. Lift Station Pump Repair

Sidney Forsyth, Water Department Director, stated one of two sewer lift station submersible pumps serving the area east of I-75 on Main Street has failed and needs major repair or replacement. The Water Department received quotes for repair and replacement of the pump from the sole source service/manufacturer, Xylem Water Solutions USA, Inc. The repair cost is \$46,882.92 and the replacement cost is \$70,418.60.

It is the Water Department's intention to replace this entire lift station within the next fiscal year, as it was not designed for the demand of development in this area and the current pumps would be inadequate for the new lift station. For this reason, approval was requested to repair the pump for a cost of \$46,882.92.

This is a budgeted maintenance expense to be paid from account 505.3330.52.2361.

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

CHANGE ORDER

18. WTP Electrical Upgrades Closeout

Mr. Forsyth stated on July 1, 2021, Council approved a replacement upgrade to the 2400-volt switchgear for high service pumps #3 & #4 at the Water Treatment Plant. After numerous delays in manufacture and supply, the project has been completed.

The contracted price with East Electrical Contractors, Inc was \$384,660.00. The final pay application and change order is for \$334,660.00. The \$50,000.00 deduction represents the unused contingencies in the project.

Approval was recommended of the final adjustment change order.

This is a budgeted capital expense to be paid from account 505.3310.54.2339.

Council Member Roth made a motion to approve the WTP Electrical Upgrades Closeout. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

GRANT APPLICATION/ACCEPTANCE

19. Good Neighbor Homeless Shelter Grant Application

Mr. Porta stated this is the annual approval/certification requested in order for the Good Neighbor Homeless Shelter to make application for grant funds from the Georgia Department of Community Affairs. By approving, you are saying that based on a review of the application and/or supporting documents that:

1. The Good Neighbor Homeless Shelter is within the jurisdiction of this local government, and
2. They are approved for funding by DCA.

Council Member Roth made a motion to approve the Good Neighbor Homeless Shelter Grant Application. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

ADDED ITEMS

20. Mission Road – Cherokee Ave Feasibility Study

Mr. Porta stated this proposal for the feasibility study includes cost estimates for a sidewalk/multi-use path and will allow us to pursue Federal and State grants.

Council Member Roth made a motion to approve the Mission Road – Cherokee Ave Feasibility Study. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

21. Right of Entry – Ronnie Jackson Ponder

Mr. Lovell stated this Right of Entry was to allow the City of Cartersville access to survey, bore, drill and/or test for suitability of the property.

Council Member Hodge made a motion to approve the Right of Entry. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

MONTHLY FINANCIAL STATEMENT

22. February 2023 Financial Report

Tom Rhinehart, Finance Director, reviewed the February 2023 Financial Report and compared the numbers to February 2022.

OTHER

Mayor Santini asked if any other business needed to come before the Council.

Thomas Butler, Gaddis Road, came forward and stated the fields are in bad shape and hold water. Mr. Porta stated that the city will be working on the improvements of the fields.

Seth Dunn, 24 Pembroke Rd., came forward and requested attention be given to these soccer fields.

Alexandra Dunn, 24 Pembroke Dr. stated she was requesting turf for these fields for safety.

Robert Morgan stated the irrigation needed attention as well.

ADJOURNMENT

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

Meeting Adjourned at 7:50 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Recreation Advisory Board – Josh Brock
DEPARTMENT SUMMARY RECOMMENDATION:	The Mayor’s current appointee has requested that he be replaced on the Recreation Advisory Board. The Mayor would like to appoint Josh Brock to fill the position and serve the remaining term until December 31, 2023.
LEGAL:	N/A

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name Brock, Joshua J.
(last) (first) (middle initial)

Address 33 Westchester Dr. Cartersville, Ga 30120
(street)

Email Address jbrockuga@gmail.com

Home Phone 770-608-7009 Cell Phone 770-608-7009

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

Related Experience: Civic/Business/Other

Past Chamber Board Member (Chairman in 2020), 13 year member of Cartersville Exchange Club (Treasurer for 5 years), Former FCA Board member having served a total 7 years over 2 stints on the Board, Former Board Member for Advocates for Children, Current Board Member for Bless Coalition (Current Treasurer), Current Board Member for CCTAA with the Cartersville City School System. Business owner in the community with 2 young children (ages 11 & 5) very active in youth sports.

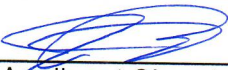
Personal References (list at least 3)

Mike Fields
Tom Shinall
Bart Moore

Position Information

Board/Commission applying for: Recreation Board

Reason interested in position (please explain in space provided)
This is an opportunity to give back to a specific part of our community that is so important to the quality of life offered in Cartersville. I have family members that live in Cartersville from age 5 to 70, so we are customers of the recreation department in many ways. This will help me serve multiple perspectives rather than just one.


Applicant Signature

4/19/23
Date

Thank you for your interest in serving our community



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ23-01. 226 E Felton Rd. Applicant: Christopher Huth
DEPARTMENT SUMMARY RECOMMENDATION:	Applicant requests annexation into the city. Recommended zoning is R-20. Planning Commission recommended approval 5-0.
LEGAL:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ23-01

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Christopher Huth
Representative: Christopher Huth
Location: 226 E. Felton Road (Tax ID No. 0078B-0006-011)
Total Acreage: 0.46 +/- Acres

LAND USE INFORMATION

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

Current Zoning of Adjacent Property:

North: County A-1 Agriculture
South: County A-1 Agriculture
East: City R-20 Residential
West: County A-1 Agriculture

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 119
Ward: 6 **Council Member:** Taff Wren

The Future Development Map designates adjacent properties as: either Neighborhood Living or Suburban Living. Both are residential designations.

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

ANALYSIS

City Departments Reviews

Electric: The street is still county, and thus, the City does not provide street lighting in that area.

Fibercom: No Comments Received

Fire: Takes No Exception.

Gas: Takes No Exception.

Planning and Development: Takes No Exception.

Public Works: I do not oppose this request. However, it should be noted that the property owner will be required by ordinance to pay a stormwater utility fee for this location. It appears that this fee would be \$5.25/month.

Water and Sewer: Takes No Exception. Property is already serviced by City water and Sewer.

Cartersville School District: No comments received.

Bartow County: No objections. Please be advised that the adjacent address at 224 E Felton Road would not be eligible for future annexation as this would close off an unincorporated island.

Public comments: None documented as of 3-28-2023.

REQUEST SUMMARY:

Applicant requests to annex 0.46 acres (+/-) located at 226 E. Felton Road (Tax ID 0078B-0006-011). The property that is proposed to be annexed is bordered by a residential zoned property to the east (City R-20) and by County zoned A-1 (Agricultural) on all other sides.

R-20 Residential zoning is requested for the parcel. The existing zoning is County A-1 (Agriculture).

City gas, electric, water, sewer and stormwater utilities are available in the area.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use (residential) that is suitable in view of the use and development of adjacent and nearby property.

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

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

- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
The current A-1 zoning has a reasonable economic use as a residential use.

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

- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposed zoning would conform to the city's land use plan for the area. (Low/ Low-Medium Density Residential)

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

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

RECOMMENDATION: Staff does not oppose the annexation or R-20 zoning.



BARTOW COUNTY

Steve Taylor, Sole Commissioner

March 23, 2023

Mr. David Hardegree
City of Cartersville
Planning and Development Department
2nd Floor, City Hall
10 N. Public Square
Cartersville, GA 30120

RE: Request by Christopher Huth
to annex approximately a .46 acre lot
located at 226 E. Felton Road
Tax Parcel # 0078B-0006-011

David:

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Rural Estate

Please be advised however that the adjacent address at 224 E. Felton Road would not be eligible for future annexation, as this would close off an unincorporated island. In addition, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Sincerely,

STEVE TAYLOR
Bartow County Commissioner

CB/kg

- c. Brandon Johnson, Community Development
- Richard Osborne, Zoning
- Joe Sutton, Bartow County Road Department
- Cheryl Billard, Voter Registration
- Jarrold Roberts, Tax Assessor
- Melissa Lasebikan, GIS Department

Sec. 6.1. R-20 Single-family dwelling district.

6.1.1. *R-20 district scope and intent.* Regulations set forth in this section are the R-20 district regulations. The R-20 district encompasses lands devoted to low density residential areas and closely related uses as further described in section 3.1.2 of this chapter.

6.1.2. *Use regulations.* Within the R-20 district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

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

- Accessory buildings or uses.
- Accessory apartments (SU).*
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Bed and breakfast inn (SU).*
- Clubs or lodges (noncommercial) (SU).*
- College and universities.
- Day care facilities (SU).*
- Family day care.
- Golf courses.
- Group homes (SU).*
- Guest house.
- Home occupations.
- Parks, private.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Public utility facilities.
- Religious institutions (SU).*
- Schools, private (SU).*
- Single-family detached dwellings.

* Special use approval required.

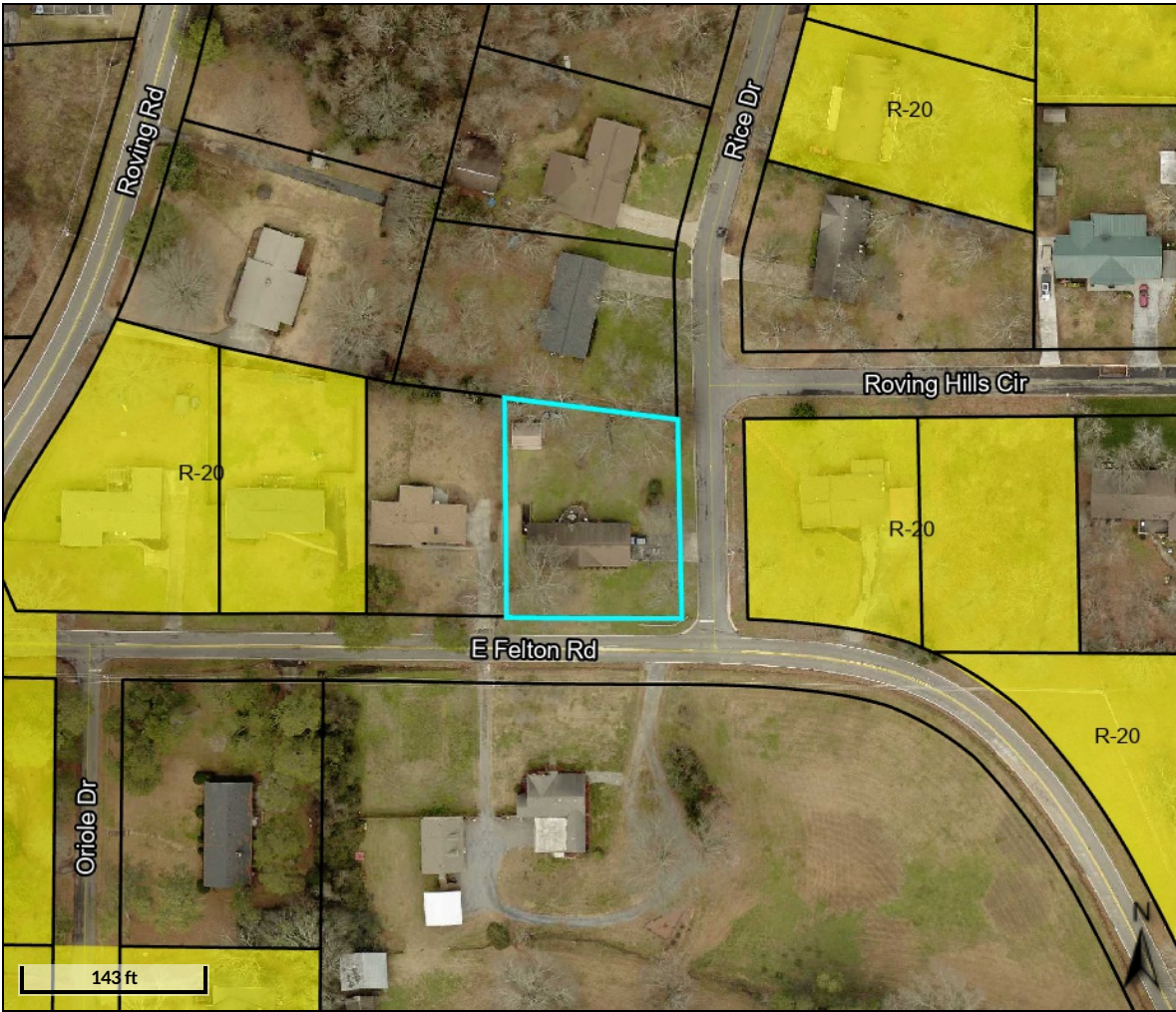
6.1.3. *Development standards.*

- A. *Height regulations.* Buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Ten (10) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot area:* Twenty thousand (20,000) square feet.

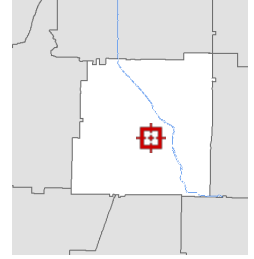
- F. *Minimum lot width at the building line on noncul-de-sac lots:* One hundred (100) feet.
- G. *Minimum lot frontage:* Thirty-five (35) feet adjoining a street.
- H. *Minimum heated floor area:* One thousand three hundred (1,300) square feet.
- I. *Metal building exterior finish materials.* A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the R-20 district.
- J. *Accessory use, building, and structure requirements.* [See section 4.9 of this chapter.]
- K. *Optional density bonus.* Proposed developments may contain lots with minimum areas of seventeen thousand (17,000) square feet if one (1) of the following items is met:
1. Submittal of an affidavit certifying that all units will meet certification standards of the EarthCraft House certification program or will be LEED certified homes.
 2. Submittal of an affidavit certifying that all units will be clad with exterior finishes of brick, stone, or hard-coat stucco on sixty-seven (67) percent or more of wall surfaces and one hundred (100) percent architectural roofing shingles.
 3. A donation of land to the City of Cartersville for one (1) of the following: community greenway facility including surface trails if directly accessible from the development, or a neighborhood park with public access. In either case, the minimum total area to be donated shall be ten (10) percent of the total acreage of the property. All legally necessary documents, including, but not limited to, a property deed to convey land to the City of Cartersville, shall be completed at time of approval of any final plats.
- [L. *Reserved.*]
- M. *Guest house.* In addition to standards required in this chapter, the following standards shall be met for a guest house:
1. No more than one (1) guest house structure per lot.
 2. A minimum lot size of fifteen thousand (15,000) square feet shall be required.
 3. A guest house shall be occupied by relatives, employees that work on the property, or guests only.
 4. Heated floor area shall not exceed fifty (50) percent of the heated floor area of the principal building.
 5. A guest house structure shall comply with the principal setbacks of the district.
 6. A guest house shall not be allowed in the front yard.
 7. A guest house shall not exceed the height of the principal building on the lot.
 8. Requires owner-occupancy of the principal building on the lot.

6.1.4. *Other regulations.* The headings below contains additional, but not necessarily all, provisions applicable to uses allowed in the R-20 district.

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



Overview



Legend

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

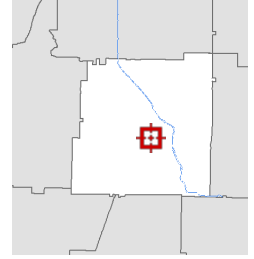
Parcel ID 0078B-0006-011
Sec/Twp/Rng n/a

Alternate ID 19617
Class Residential

Owner Address HUTH CHRISTOPHER ALLEN
HUTH BRITTA LANE



Overview



Legend

- Parcels
- Roads
- Bartow County Zoning**
- A-1
- A1 (wC)
- A1CU
- BPD
- BPD (wC)
- C-1
- C1 (wC)
- C1CU
- CN
- CN (wC)
- CNCU
- I-1
- 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
- R-3
- R-4
- R-7
- R-8
- R-8 w/c
- R-1 (w/c)

Future Land Use Map

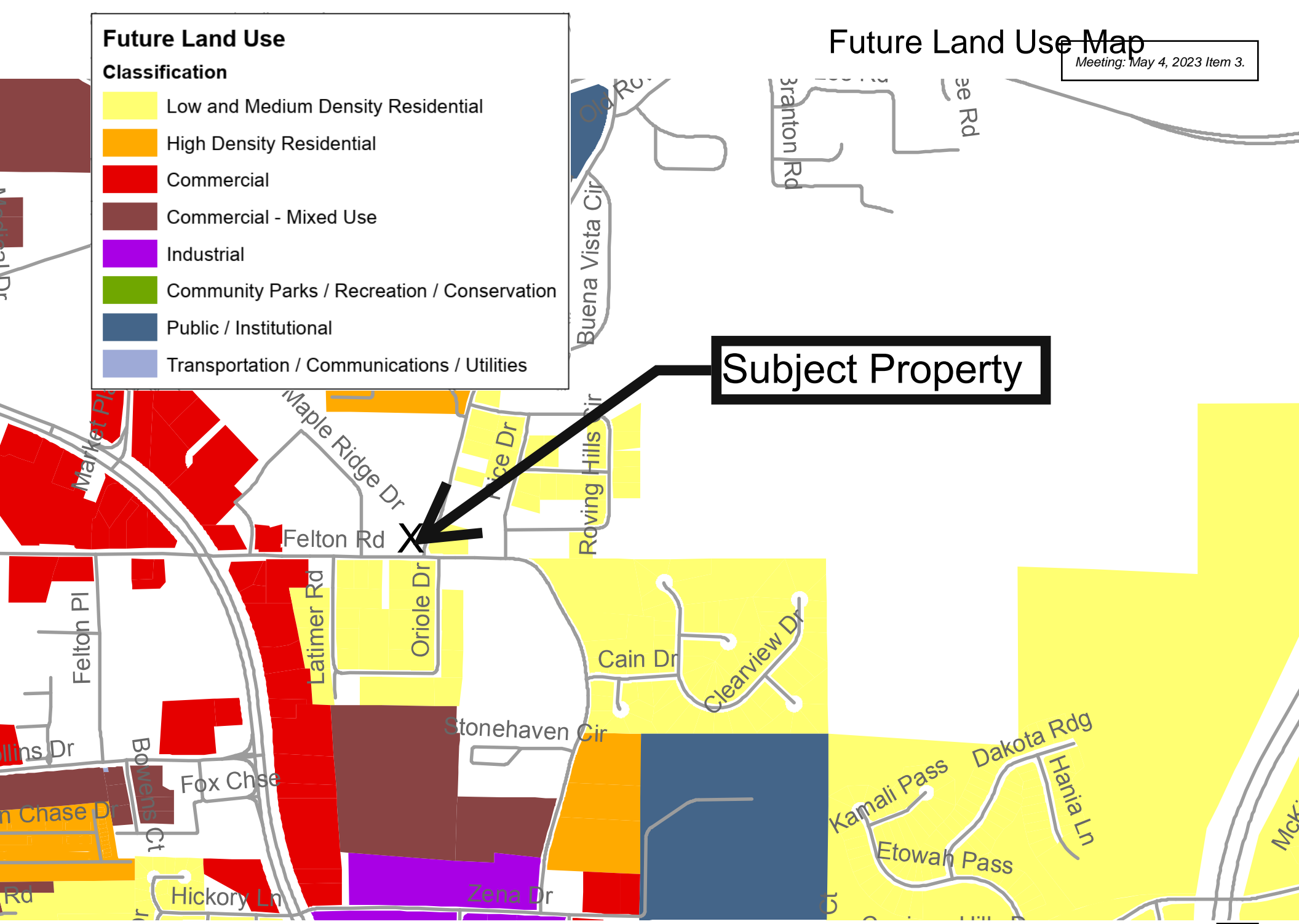
Meeting: May 4, 2023 Item 3.

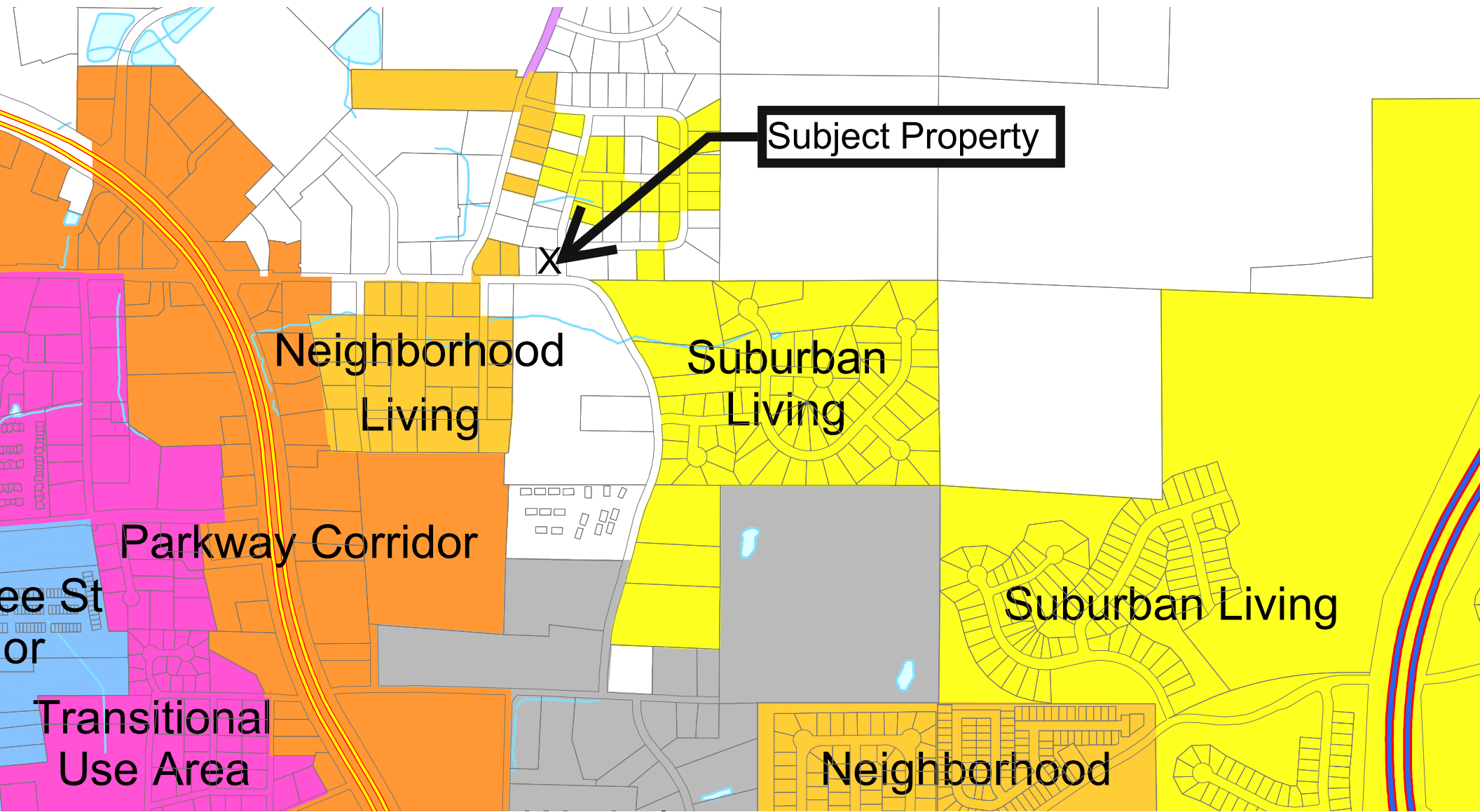
Future Land Use

Classification

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

Subject Property






Application for Annexation/ Zoning
City of Cartersville

Case Number: A223-01
Date Received: 2-16-2023

Public Hearing Dates:

Planning Commission 4-11-2023 5:30pm 1st City Council 4-20-2023 7:00pm 2nd City Council 5-4-2023 7:00pm

Applicant Christopher Huth Office Phone _____
(printed name)
 Address 226 E. Felton Rd Mobile/ Other Phone 678-918-6119
 City Cartersville State GA Zip 30121 Email brittamae515@gmail.com
 Representative's printed name (if other than applicant) _____
 Phone (Rep) _____
 Email (Rep) _____
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
S. Fincher  1/23/23
 Notary Public

* Titleholder Christopher Huth Phone 678-918-6119
(titleholder's printed name)
 Address 226 E. Felton Rd Email brittamae515@gmail.com
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
S. Fincher  1/23/23
 Notary Public

Present Zoning District A1 Requested Zoning R-20
 Acreage 0.46 Land Lot(s) 1119 District(s) 4 Section(s) 3
 Location of Property: 226 E. Felton Rd Parcel ID No. _____
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: Rezone for Cartersville City schools

(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) #	<u>0078B - 0006 - 01</u>	Voting Ward(s)	<u>6</u>
Current Land Use	_____	Current Zoning	<u>A-1</u>
Proposed Land Use	_____	Proposed Zoning	<u>R-20</u>
Number of Dwelling Units	<u>1</u>	Number of Occupants	<u>3</u>
Owner Occupied?	Yes <input checked="" type="checkbox"/> No _____		
Number of School-aged Children	<u>1</u>	Grade Level(s) of School-aged Children	<u>6th</u>
School(s) to be attended:	<u>Cartersville City Schools</u>		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<input checked="" type="checkbox"/> City _____ County _____	<input type="checkbox"/> Well/ Other	
Sewer:	_____ City _____ County _____	<input checked="" type="checkbox"/> Septic/ Other	
Natural Gas:	<input checked="" type="checkbox"/> City _____	<input checked="" type="checkbox"/> Other (List) _____	
Electricity:	_____ City _____	<input checked="" type="checkbox"/> GA Power _____ Greystone _____	
	_____ Other (List) _____		

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: _____

Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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

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

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

Signature Date

Print Name

BK:3501 PG:632-633

D2022015526

FILED IN OFFICE
CLERK OF COURT
09/29/2022 11:54 AM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

5145157442
7067927936
PARTICIPANT ID



Return Recorded Document to:
Christina R. Jenkins, LLC
10 South Erwin Street
Cartersville, GA 30120
File No: 22920crj

REAL ESTATE
TRANSFER TAX
PAID: \$192.00

PT-61 008-2022-005031

**JOINT TENANCY WITH SURVIVORSHIP
WARRANTY DEED**

STATE OF GEORGIA,

COUNTY OF BARTOW

This Indenture made this 29th day of September, 2022, between Lisa M Strain, of the County of Bartow, State of Georgia, as party of the first part, hereinafter called Grantor, and Christopher Allen Huth and Britta Lane Huth, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 119 OF THE 4TH DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA, AND BEING LOT 13, SECTION C, OF THE WILLIAM H. FELTON SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY OF RICE ROAD WITH THE NORTHERN RIGHT-OF-WAY OF FELTON ROAD; THENCE SOUTH 89 DEGREES 1 MINUTES WEST ALONG THE NORTHERN RIGHT-OF-WAY OF FELTON ROAD AND PARALLEL TO THE SOUTHERN LAND LOT LINE OF LAND LOT 119 A DISTANCE OF 130 FEET TO THE SOUTHEASTERN CORNER OF SUBDIVISION LOT 12; THENCE NORTH 0 DEGREES 59 MINUTES WEST ALONG SAID SUBDIVISION LOT 12 A DISTANCE OF 165.9 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 83 DEGREES 59 MINUTES EAST 130.98 FEET TO THE WESTERN RIGHT-OF-WAY OF SAID RICE ROAD; THENCE SOUTH 0 DEGREES 59 MINUTES EAST 150 FEET ALONG THE WESTERN RIGHT-OF-WAY OF RICE ROAD TO AN IRON PIN AND THE POINT OF BEGINNING.

A PLAT OF SAID SUBDIVISION BEING RECORDED IN PLAT BOOK 5, PAGE 53, OF THE BARTOW COUNTY, GEORGIA, RECORDS, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE DEFINITE AND COMPLETE DESCRIPTION OF THE HEREIN PROPERTY.

BK:3501 PG:633

***THE INTEREST OF Dean McMillan HAVING BEEN TRANSFERRED BY OPERATION OF LAW UPON THE PASSING OF Dean McMillan ON 9-29-22 DATE, AS EVIDENCED BY THE ATTACHED DEATH CERTIFICATE ATTACHED HERETO AS EXHIBIT "___".

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

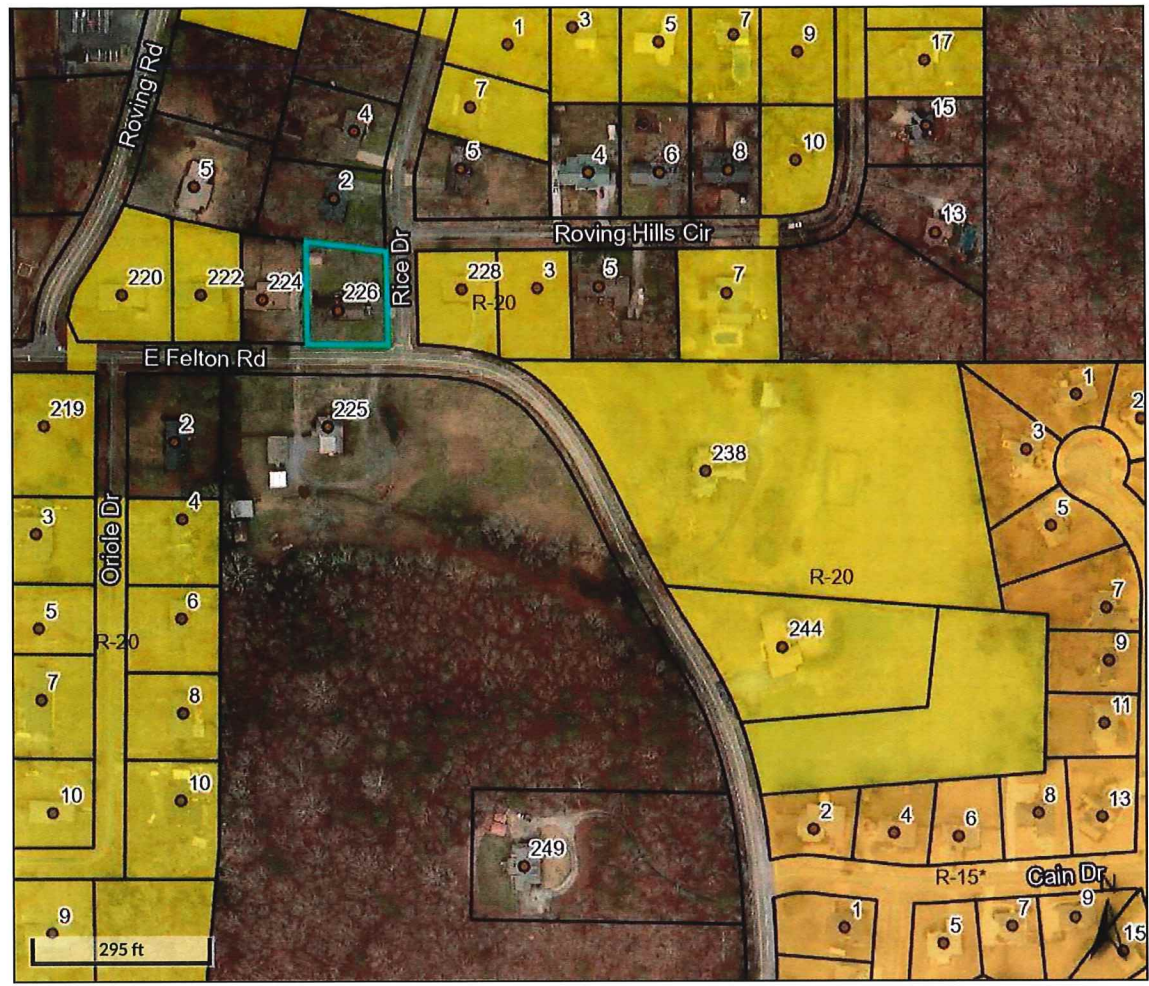
IN WITNESS WHEREOF, the Grantor has herunto set grantor's hand and seal this day and year first above written.

Lisa M. Strain (Seal)
Lisa M Strain

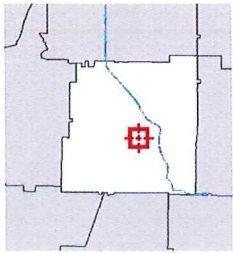
Signed, sealed and delivered in the presence of

[Signature]
Unofficial Witness
[Signature]
Notary Public





Overview



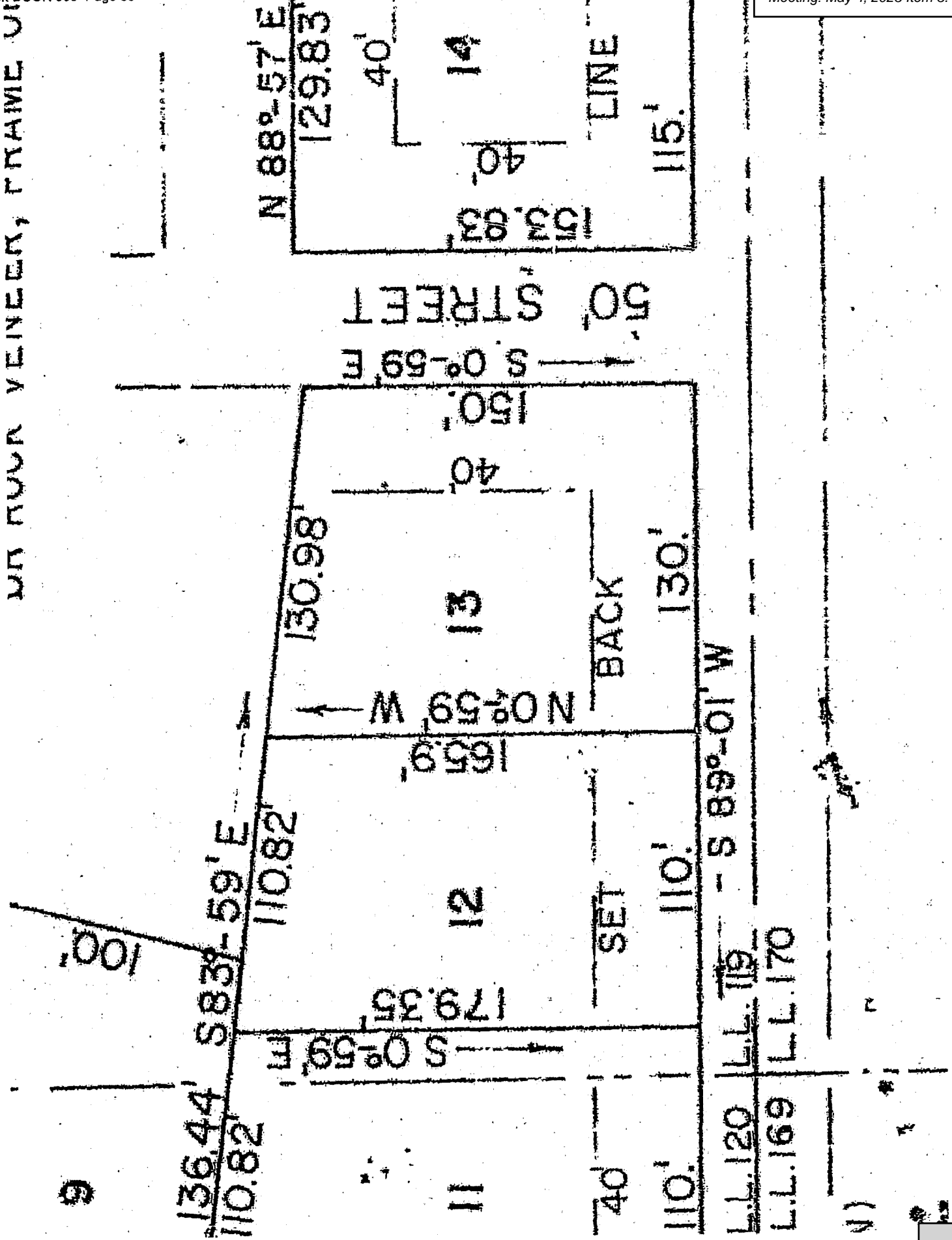
Legend

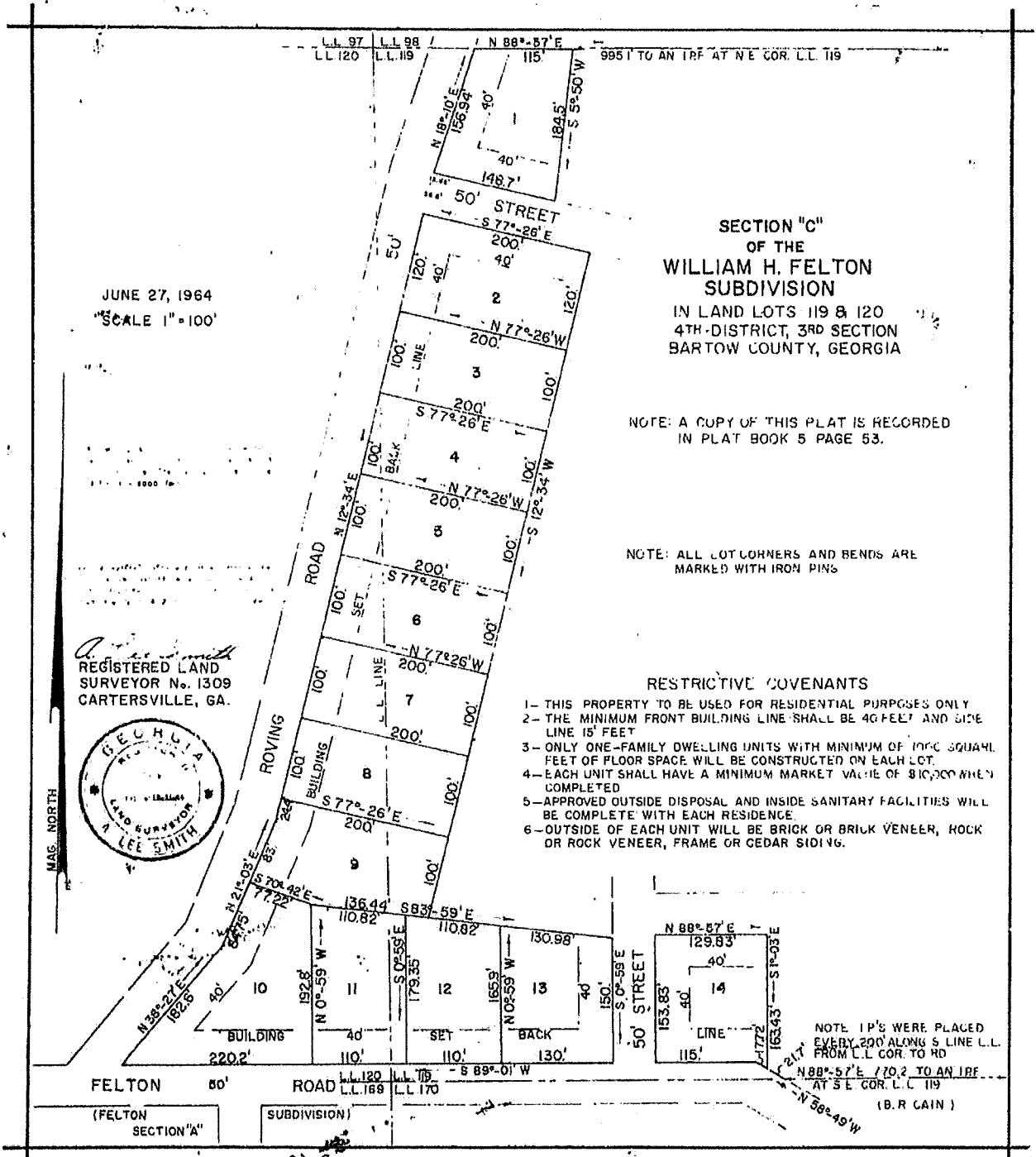
-  Parcels
- Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
- Roads**
- Cartersville Zoning**
 -  AG
 -  DBD
 -  G-C
 -  G-C*
 -  H-I
 -  H-I*
 -  L-I
 -  L-I*
 -  M-U
 -  M-U*
 -  MF-14
 -  MF-14*
 -  MN
 -  O-C
 -  O-C*
 -  P-D
 -  P-D*
 -  P-I
 -  P-S
 -  P-S*
 -  R-10
 -  R-10*
 -  R-15
 -  R-15*
 -  R-20
 -  R-20*
 -  R-7
 -  R-7*
 -  R-D
 -  RA-12
 -  RA-12*
 -  RSL

Parcel ID 0078B-0006-011 Alternate ID 19617
 Sec/Twp/Rng n/a Class Residential
 Property Address 226 W FELTON RD Acreage 0.46

Owner Address HUTH CHRISTOPHER ALLEN
 HUTH BRITTA LANE
 226 W FELTON RD
 CARTERSVILLE, GA 30120

District Bartow County
 Brief Tax Description LL 119 D 4 LL 13 WILLIAM
 (Note: Not to be used on legal documents)





JUNE 27, 1964
SCALE 1" = 100'

SECTION "C"
OF THE
WILLIAM H. FELTON
SUBDIVISION
 IN LAND LOTS 119 & 120
 4TH DISTRICT, 3RD SECTION
 BARTOW COUNTY, GEORGIA

NOTE: A COPY OF THIS PLAT IS RECORDED
IN PLAT BOOK 5 PAGE 53.

NOTE: ALL LOT CORNERS AND BENDS ARE
MARKED WITH IRON PINS

RESTRICTIVE COVENANTS

- 1- THIS PROPERTY TO BE USED FOR RESIDENTIAL PURPOSES ONLY
- 2- THE MINIMUM FRONT BUILDING LINE SHALL BE 40 FEET AND SIDE LINE 15 FEET
- 3- ONLY ONE-FAMILY DWELLING UNITS WITH MINIMUM OF 1000 SQUARE FEET OF FLOOR SPACE WILL BE CONSTRUCTED ON EACH LOT.
- 4- EACH UNIT SHALL HAVE A MINIMUM MARKET VALUE OF \$10,000 WHEN COMPLETED
- 5- APPROVED OUTSIDE DISPOSAL AND INSIDE SANITARY FACILITIES WILL BE COMPLETE WITH EACH RESIDENCE
- 6- OUTSIDE OF EACH UNIT WILL BE BRICK OR BRICK VENEER, ROCK OR ROCK VENEER, FRAME OR CEDAR SIDING.

Lee Smith
REGISTERED LAND
SURVEYOR No. 1309
CARTERSVILLE, GA.



NOTE: I.P.'S WERE PLACED
 EVERY 200' ALONG S. LINE L.L.
 FROM L.L. COR. TO RD
 N 88°-57' E 110.2 TO AN I.P.F.
 AT S.E. COR. L.L. 119
 (B.R. CAIN)

RECORDED July 5, 1964 - W.H. Bradley, C.S.C.





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU23-01. 401 & 403 N. Tennessee St. Applicant: Duncan Auto Sales, Inc.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests the continuation of a non-confirming use. The applicant is the owner of a used car business (401) and wishes to expand the business onto the adjacent property (403). The expansion will include additional parking and use of a private garage for repairing cars to be sold at the 401 N. Tennessee St. location.</p> <p>Staff is not opposed to the request. Planning Commission recommended approval 5-0.</p>
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU23-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Duncan Auto Sales**

Representative: **Robert Walker, Esq.**

Property Owner: **Sherrie Cline**

Property Location: **Tax ID C004-0001-012**

Access to the Property: **From Tennessee St.**

Site Characteristics:

Tract Size: **0.14 +/- ac.** District: **4th** Section: **3rd** LL(S): **384**

Ward:**4** Council Member: **Calvin Cooley**

LAND USE INFORMATION

Current Zoning: **M-U (Multiple Use District)**

Proposed Zoning: **No change**

Proposed Use: **Auto Sales/Private Garage**

Current Zoning of Adjacent Property:

North: **M-U (Multiple Use District)**

South: **M-U (Multiple Use District)**

East: **M-U (Multiple Use District)**

West: **M-U (Multiple Use District)**

The Future Development Map designates the subject property as: **Tennessee St. Corridor**

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

2. City Department Comments:

Electric: Takes no exception.

Fibercom: No comment received.

Fire: Cartersville Fire takes no exceptions to the special use request at 403 N. Tenn. St. provided that all city adopted codes and ordinances are followed.

Gas: Takes no exception.

Public Works: No comment received.

Water and Sewer: Project will not affect water or sewer service.

3. Public Comments:

No comments as of 3-30-2023

4. Special Use Review

Duncan Auto Sales operates an automotive sales business at 401 N. Tennessee St., zoned Multiple-Use (M-U). Property is identified as Tax ID C004-0001-013. Total property area is approximately 0.14 acres. Automotive sales lot are not allowed on Tennessee St; however, this business is considered a non-conforming use that has been at this location for many years. This special use permit request is for the expansion of a non-conforming use.

Duncan Auto Sales wishes to expand their business to the adjacent property at 403 N. Tennessee St. This parcel is also zoned Multiple-Use (M-U), identified as Tax ID C0004-0001-012. This lot would contain vehicle overflow parking and a private garage for the business. The applicant is not proposing to sell vehicles from this lot.

The 403 N. Tennessee St. lot has been used as a specialty automotive shop or for warehousing for many years. The garage is a 3-bay garage that fronts N. Tennessee St. with a parking area between the building and N. Tennessee St.

In 2018, per SU18-06, the applicant received a special use permit to allow the expansion of a non-conforming use onto the adjacent, eastern property at 306 Johnson St., a 0.12ac. lot (5,227 sf). A house was demolished and the 306 lot was subdivided to accommodate this expansion. The special use permit was approved by City Council on 12/6/18 with a favorable recommendation from the Planning Commission.

Of note, at the planning commission meeting, the owner of 403 N. Tennessee St., Cliff Cline, expressed concerns about stormwater runoff from adjacent properties citing existing drainage issues on his property.

In addition to SU18-06, a similar special use permit was approved for the expansion of a used car lot for 414 N. Tennessee St onto lot 416/ 420 N. Tennessee St. Applicant was Randy Wimpy. The special use permit was approved by City Council on 9/5/13 with a favorable recommendation from the Planning Commission.

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).

B) 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.I n 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.

6. 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 along Tennessee St. is anticipated.

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

How Standard #2 has / will be met: No parking plan has been included with the application. No off-street parking is proposed for customers per the application. The parking area is to be used to park, repair and service vehicles to be sold by Duncan Auto Sales. The parking area likely cannot hold more than 10-12 automobiles based on the approx. 45ft x 70ft dimensions. The applicant responded to this standard with 5-10 automobiles maximum on this site.

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required since redevelopment of the site is not proposed. No residential land uses are adjacent site, currently.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Information provided by applicant for this standard shows hours of operation will be M-F, 9:30-5:30. Saturday and Sunday will be by appointment only. If the garage is to service only automobiles for Duncan Auto Sales, why are weekend appointments an option?

Standard #5: Outdoor lighting

How Standard #5 has / will be met: It is presumed that existing street lights or building lights are the primary light sources. Applicant states that there are lights on the building.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Access is provided off of Tennessee St.

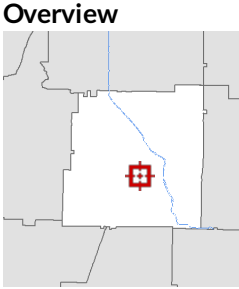
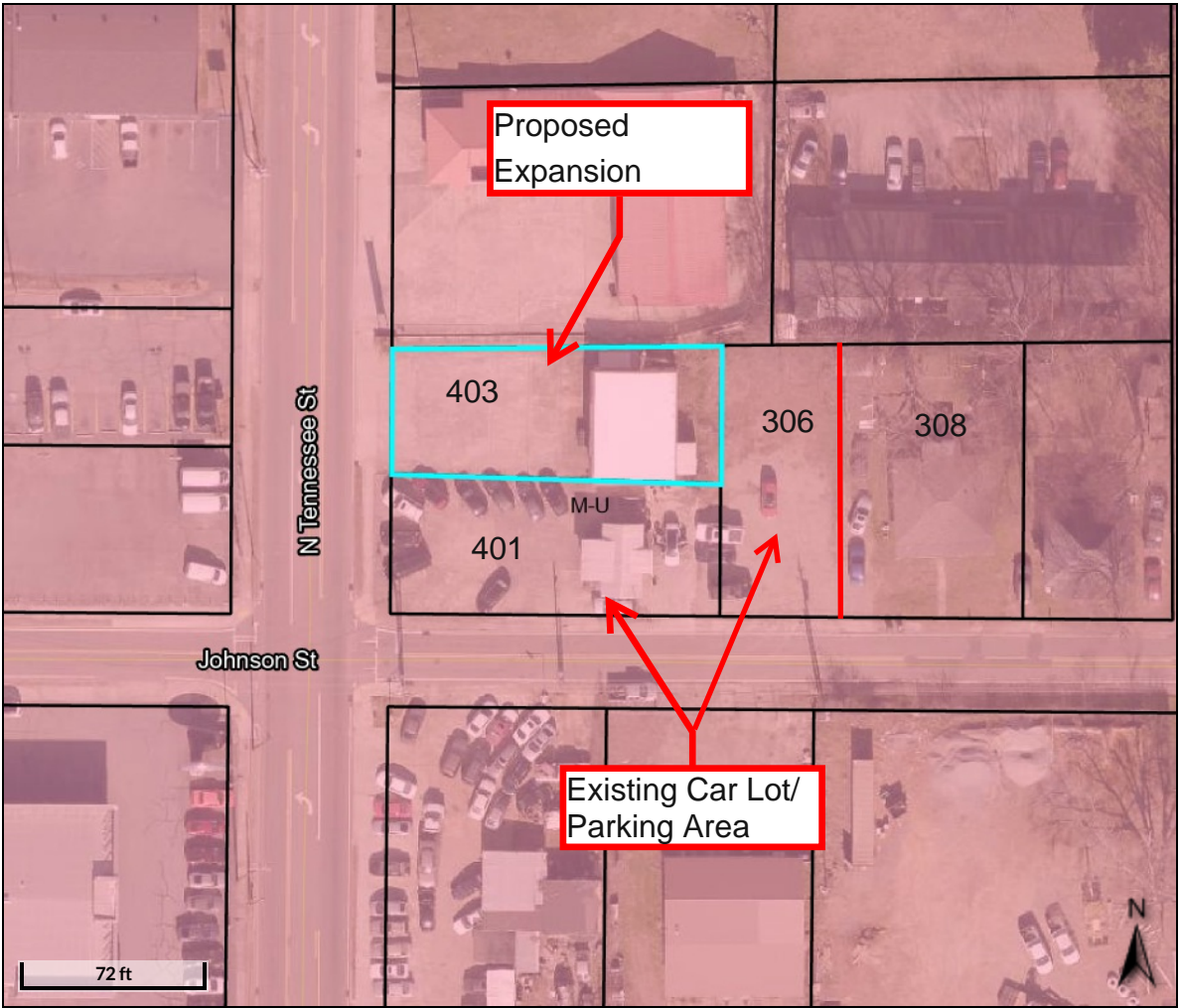
Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: No compatibility conflicts have been identified.

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

N/A

8. Staff Recommendation: Staff does not oppose the application.



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

Parcel ID C004-0001-012
 Sec/Twp/Rng n/a

Alternate ID 32600
 Class Commercial

Owner Address CLINE SHERRIE C
 142 OLD RUDY YORK RD



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

December 6th, 2018

J.C. Waters
P.O. Box 1672
Cartersville, GA 30120

RE: SU18-06: 306 Johnson Street Special Use Permit Approval Letter

Mr. Waters,

This letter serves as verification of the outcome of your Special-Use Permit application, SU18-06, to the City Council to:

Extend a nonconforming use (car lot) onto Johnson Street

The application was **APPROVED** by City Council on December 6th, 2018:

No further action is required regarding this Special Use application.

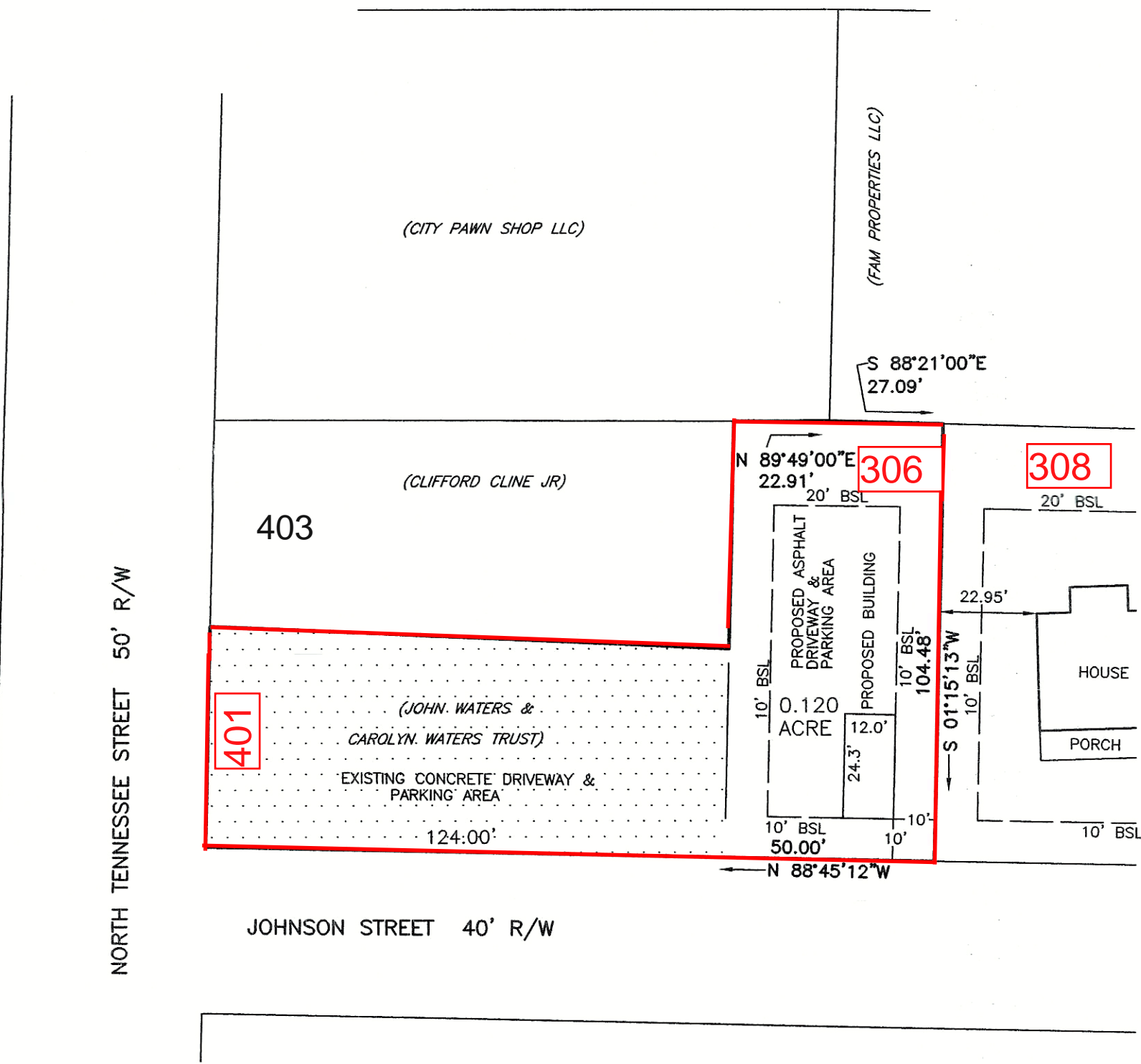
The next steps in the project approval process require building and site plans to be reviewed and approved by the City of Cartersville. Connor Hooper, 770-607-3947 and chooper@cityofcartersville.org, will be the point of contact for the site plan approval process. David Dye, Building Official, will be the point of contact for the building plan review.

Please contact me with any questions.

Sincerely,

David Hardegree, AICP
City Planner
O. 770-387-5614
dhardegree@cityofcartersville.org

ZONING NOTE
 THIS PROPERTY IS ZONED "M-U"
 MULTIPLE USE DISTRICT
 SET BACKS ARE AS FOLLOWS
 FRONT 10 FEET
 SIDE 10 FEET
 REAR 20 FEET



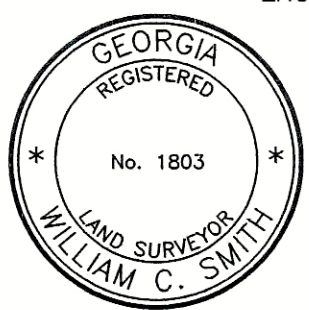
SURVEY FOR
 PROPOSED SITE LAYOUT FOR
**JOHN WATERS &
 CAROLYN WATERS**
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOT 384
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 20,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR; 0'00'06" PER ANGLE
 POINT USING A LIETZ SET 3.
 ADJUSTED; USING THE COMPASS RULE.

1025.CRD 1025-6.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 G
 DATED SEPT.28, 2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

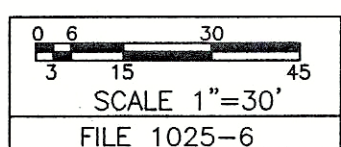
NOTE: IRON PINS ARE (1/2" RE-BAR)
 EXCEPT AS SHOWN.

SMITH & SMITH LAND SURVEYORS, P.C.
 LAND SURVEYOR FIRM No. LSF1000133
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457
 REGISTERED LAND SURVEYOR No. 1803



PLAT CLOSURE;
 ONE FOOT IN
 288,000 FEET.
 SEPTEMBER 28, 2018

R/W — RIGHT OF WAY	R — RADIUS LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	— LAND LOT LINE
CM — CONCRETE MARKER	⊙ — CENTER LINE
CH — CHORD	— POWER LINE
L OR A — LENGTH OF CURVE	PP — POWER POLE





City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

September 18, 2013

Randy Wimpy
414 N. Tennessee St
Cartersville, GA 30120

Dear Mr. Wimpy,

This letter serves as verification of the outcome of your special use application to the City Council regarding property at 416 and 420 N. Tennessee Street in Cartersville, Georgia. The result was the following:

File #SU13-04: Special Use application by Randy Wimpy for property located at 416 and 420 N. Tennessee Street (approximately 0.38 acres) to allow expansion of the adjacent existing auto lot onto this property in the M-U zoning district.

APPROVED

Thank you for your time, and let me know if you have any questions.

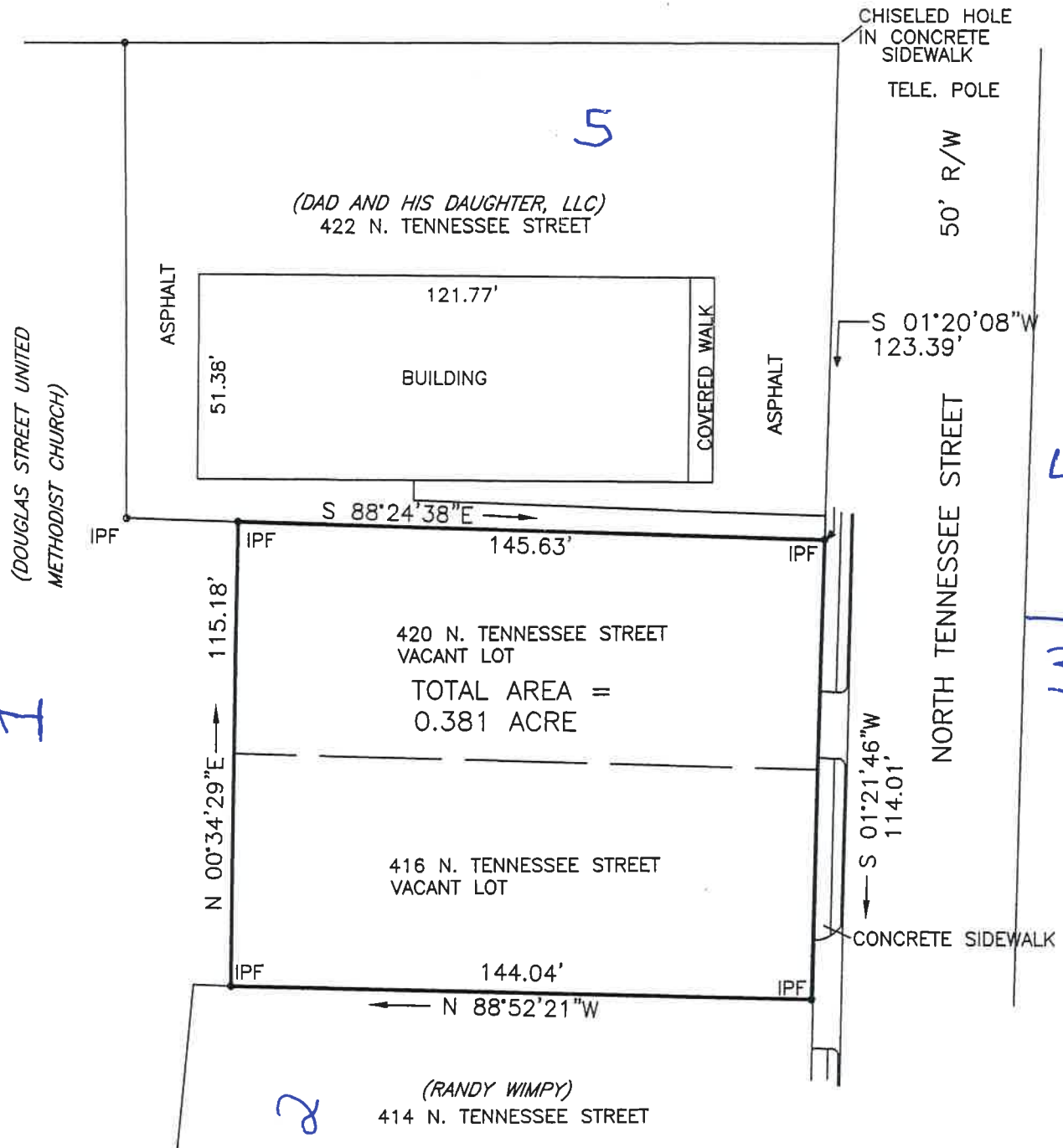
Sincerely,

Richard Osborne, AICP
City Planner

SU13-04

SURVEY FOR
DAD AND HIS DAUGHTER, LLC
PROPERTY IN THE CITY OF CARTERSVILLE,
IN LAND LOT 383, 4th DISTRICT,
3rd SECTION, BARTOW COUNTY, GEORGIA

MARTIN LUTHER KING, JR. DRIVE 35' R/W



FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 20,000 FEET
USING A LIETZ SET 3.
ANGULAR ERROR; 0°00'06"PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED; USING THE COMPASS RULE.

2623-1.CRD 2623-5.DWG
FLOOD INSURANCE RATE MAP 13015C0266 G
DATED SEPT. 28, 2007 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2"RE-BAR)
EXCEPT AS SHOWN.

SMITH & SMITH LAND SURVEYORS, P.C.
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457

PLAT CLOSURE;
ONE FOOT IN
50,000 FEET.

MAY 30, 2013

REGISTERED LAND SURVEYOR No. 1803



R/W — RIGHT OF WAY	R — RADIUS LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	— LAND LOT LINE
CM — CONCRETE MARKER	⊙ — CENTER LINE
CH. — CHORD	— POWER LINE
L OR A — LENGTH OF CURVE	PP — POWER POLE



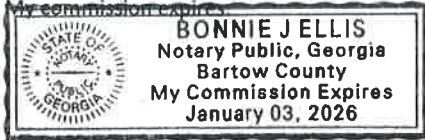
FILE 2623-5

Application for Special Use
City of Cartersville

Case Number: 5023-01
Date Received: 2-16-2023

Public Hearing Dates:

Planning Commission 4-11-2023 5:30pm 1st City Council 4-20-2023 7:00pm 2nd City Council 5-4-2023 7:00pm

Applicant Duncan Auto Sales, Inc. (printed name) Office Phone (770) 334-8026
 Address 401 N. Tennessee St. Mobile/ Other Phone _____
 City Cartersville State GA Zip 30120 Email duncanautosalesteam@gmail.com
 Representative's printed name (if other than applicant) Robert L. Walker, Esq. Phone (Rep) (770) 387-1373
 Representative Signature [Signature] Email (Rep) rwalker@jbwpc.com
 Applicant Signature _____
 Signed, sealed and delivered in presence of:
[Signature] Notary Public 

* Titleholder Sherric C. Cline (titleholder's printed name) Phone _____
 Address 142 Old Rudy York Rd. Email _____
 Signature [Signature]
 Signed, sealed, delivered in presence of:
[Signature] Notary Public 

Present Zoning District M-4 Parcel ID No. _____
 Acreage .14 Land Lot(s) 384 District(s) 4 Section(s) 3
 Location of Property: 403 N. Tennessee Street, Cartersville, GA 30120
 (street address, nearest intersections, etc.)
 Reason for Special Use Request: Applicant desires to use the property to park, repair and service vehicles to be sold by Duncan Auto Sales, Inc.
 (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:

Parking, Repairing and Servicing vehicles to be sold by Durcan Auto Sales, Inc.

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

How Standard #1 has / will be met:

Traffic flow will not be adversely effected as virtually all operations involving ingress/egress by the public will remain at adjacent property at 401 N. Tennessee St.

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

How Standard #2 has / will be met:

There is adequate parking for 5 to 10 vehicles between the building located on the property and N. Tennessee St.

Standard #3: Protective screening.

How Standard #3 has / will be met:

There is no protective screening on the property. However, the building located on the property has 2 service bays with doors that would allow for vehicles to be pulled in and hidden from view while repairs are being performed.

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

How Standard #4 has / will be met:

The manner of operation is the parking, repairing and servicing of vehicles to be sold by Drexon Auto Sales, Inc. Hours are M-F, 9:30 am to 5:30 pm, and Saturdays and Sundays by appointment only.

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

The only outdoor lighting is located on the exterior of the building.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

There is adequate ingress/egress from N. Tennessee St. Additionally, much of the time the property will be accessed internally from the adjacent property at 401 N. Tennessee St.

Standard #7: Compatibility with surrounding land use.

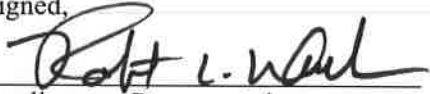
How Standard #7 has / will be met:

The use is compatible with surrounding land uses. In fact, there are identical, larger establishments in the immediate vicinity being used in the same fashion.

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

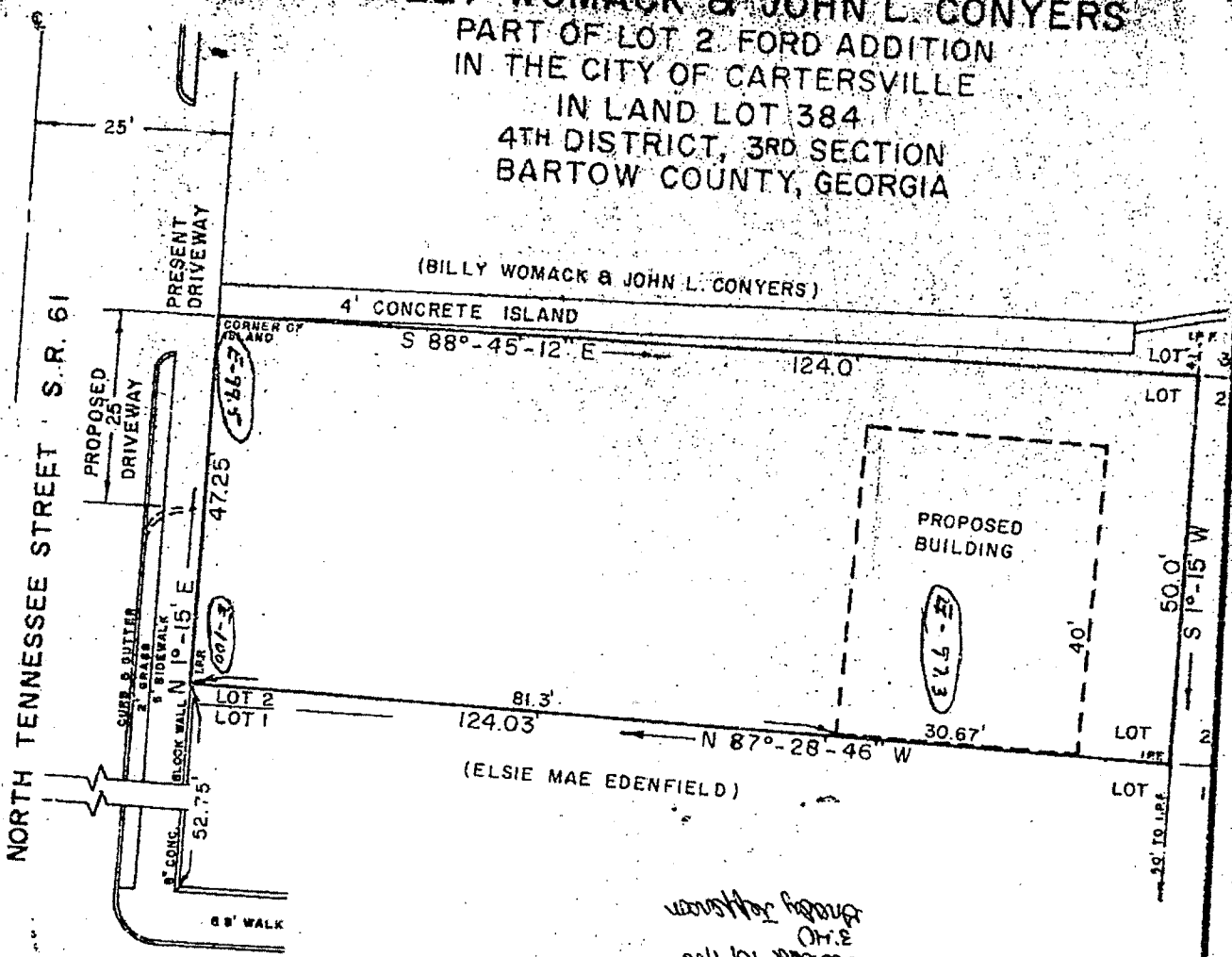
Not applicable

Signed,


Applicant or Representative

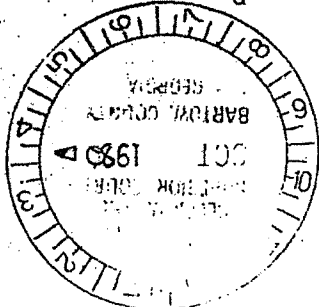
Feb. 16, 2023
Date

SURVEYED FOR
BILLY WOMACK & JOHN L. CONYERS
PART OF LOT 2, FORD ADDITION
IN THE CITY OF CARTERSVILLE
IN LAND LOT 384
4TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GEORGIA



JOHNSON ST.

Barbara Johnson
08/14/1974
01.2



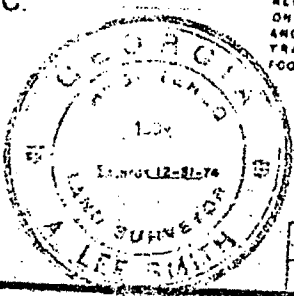
SMITH & SMITH LAND SURVEYORS, INC.
CARTERSVILLE, GEORGIA

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

A. Lee Smith

REGISTERED LAND SURVEYOR No. 1309

ALL BEARINGS ARE COMPUTED FROM ONE MAGNETIC BEARING AND THE ANGLES OF THE TRAVERSE. THE TRAVERSE HAS A CLOSURE OF 1 FOOT IN 10,000 FEET.

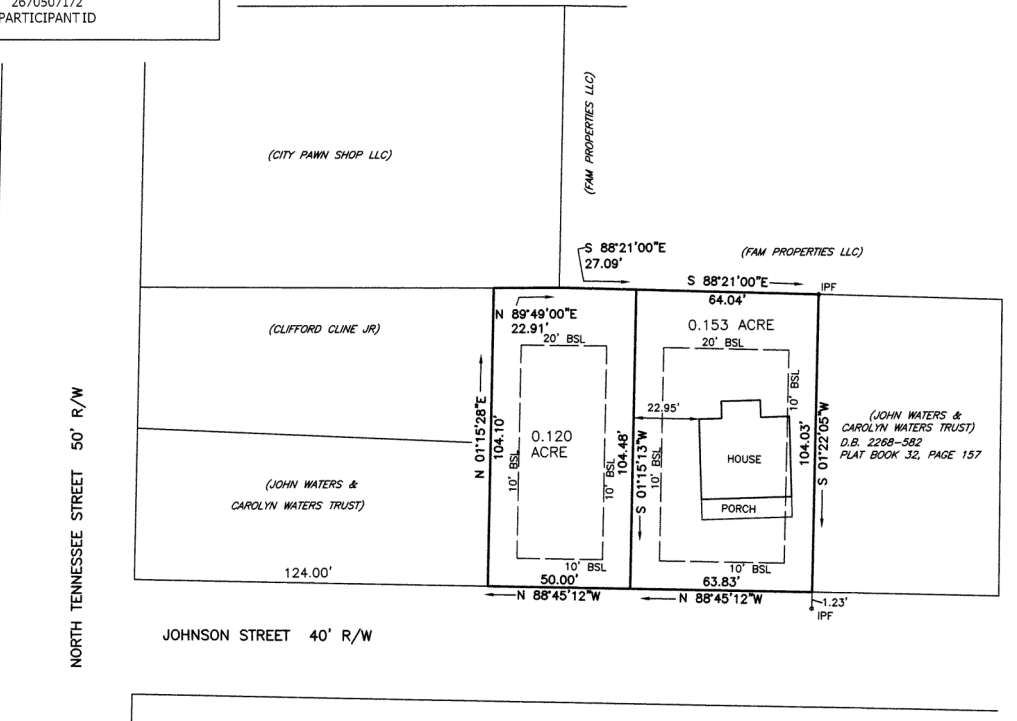


AUGUST 14, 1974

SCALE 1" = 20'
FILE 1035

MAG. NORTH

SPACE FOR CLERK OF SUPERIOR COURT
BK:2018 PG:254-254
P2018000250
 FILED IN OFFICE
 CLERK OF COURT
 08/23/2018 06:55 AM
 MELBA SCOGGINS, CLERK
 SUPERIOR COURT
 BARTOW COUNTY, GA
Melba Scoggins
 2670507172
 PARTICIPANT ID



OWNER'S CERTIFICATE
 The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems, drains and drainage easements, and public places shown are dedicated to the use of the public forever.
John C. Waters 08-15-2018
 Owner Date

SURVEYOR'S CERTIFICATE
 It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.
William C. Smith AUGUST 13, 2018
 Surveyor Date

CITY OF CARTERSVILLE CERTIFICATE:
 In accordance to the City of Cartersville Development Regulations and the City's Zoning Ordinance, all requirements of approval having been fulfilled, this plat was given final approval by the following City personnel on behalf of the City of Cartersville:
 1. *D. H. Hahn* 8-13-18
 Zoning Administrator Date
W. C. Smith 8-22-18
 Water Superintendent Date
 City Engineer Date?

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT BODIES BY ANY PURCHASER OR USER APPROVAL IS OF THIS PLAT AS TO INTENDED USE OF THE PARCEL.

SPACE FOR GOVERNMENT BODY APPROVAL

SURVEY FOR
 PROPOSED LOT SPLIT FOR
**JOHN WATERS &
 CAROLYN WATERS**
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOT 384
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

FIELD TRAVERSE:
 CLOSURE: ONE FOOT IN 20,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR: 0'00'06" PER ANGLE
 POINT USING A LIETZ SET 3.
 ADJUSTED; USING THE COMPASS RULE.

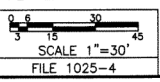
ZONING NOTE
 THIS PROPERTY IS ZONED "M-U"
 MULTIPLE USE DISTRICT
 SET BACKS ARE AS FOLLOWS
 FRONT 10 FEET
 SIDE 10 FEET
 REAR 20 FEET

1025.CRD 1025-4.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 G
 DATED SEPT.28, 2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.
 NOTE: IRON PINS ARE (1/2"RE-BAR)
 EXCEPT AS SHOWN.

SMITH & SMITH LAND SURVEYORS, P.C.
 LAND SURVEYOR FIRM No. LSF1000133
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457
 REGISTERED LAND SURVEYOR No. 1803

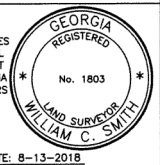


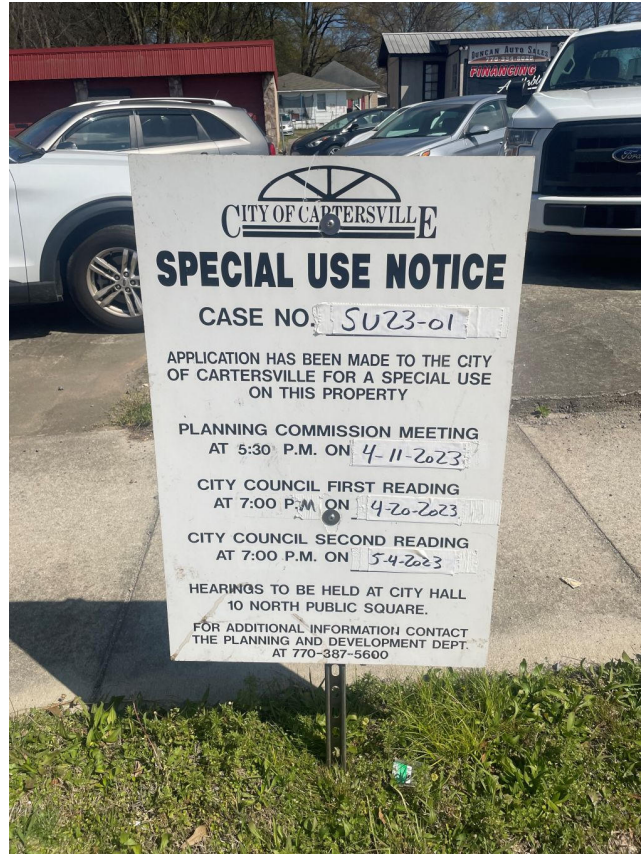
PLAT CLOSURE;
 ONE FOOT IN
 288,000 FEET.
 JULY 20, 2018
 REVISED 08-13-2018



R/W — RIGHT OF WAY
 IFF — IRON PIN FOUND
 CH — CONCRETE MARKER
 L OR A — LENGTH OF CURVE
 R — RADIUS LP — LIGHT POLE
 — X — FENCE
 — LAND LOT LINE
 — CENTER LINE
 — POWER LINE
 PP — POWER POLE

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
 TO BE PROPERLY
William C. Smith DATE: 8-13-2018
 WILLIAM C SMITH, GEORGIA REGISTERED LAND SURVEYOR No. 1803
 DATE OF LAST FIELD SURVEY WORK: 8-11-2018







306 Johnson St



306 Johnson St



401 N. Tennessee St



401 N. Tennessee St



403 N. Tennessee St

Sec. 4-1. Definitions.

The definitions in O.C.G.A. tit. 3 apply to this article. In addition, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcohol control board means the board appointed by the mayor and city council to conduct hearings on the issuance, transfer, denial, fining, suspending, revoking or placing on probation; and to administer licenses, owners and licenses regarding the sale of alcoholic beverages within the city limits if a violation of the City of Cartersville Code of Ordinances has occurred or state law and to have all other powers conformed upon them by the mayor and city council.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Distilled spirits means all beverages containing alcohol, obtained by distillation or containing more than twenty-one (21) percent alcohol by volume, including fortified wines.

Distillery means a facility that manufactures distilled spirits.

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

Downtown Entertainment Zone



Fortified wine means any alcoholic beverage containing more than twenty-one (21) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. "Fortified wine" includes, but is not limited to, brandy.

Growler means a glass or ceramic bottle not to exceed sixty-four (64) ounces that is filled by a licensee or employee of a package outlet with beer from a keg. This includes supermarkets which may also have a pouring license.

Hotel or motel means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, and whether conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel or motel operation:

- (1) Which maintains fifty (50) or more rooms used for the sleeping accommodations of such guests;
- (2) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required therein;
- (3) Which operates one (1) or more public dining rooms (excluding banquet rooms) with a combined seating capacity of at least fifty (50), where meals are regularly served to guests; provided, that, consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of the public dining rooms;
- (4) Which employs sufficient personnel to serve food as required herein; and
- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his/her designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his/her designee, and determine if the annual sales meet the required ratio and make the appropriate recommendations to the alcohol control board. Hotels shall have the privilege of granting franchises for the operation of a lounge, restaurant in their premises and the holder of such franchise shall be included in the definition of hotel.
- (6) All restaurants must include a kitchen built to commercial kitchen standards which include at a minimum:
 - a. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
 - b. A hand sink is required in all food preparation and toilet rooms.
 - c. If your operation requires washing of vegetables and meats, or, thawing food under water, a food preparation sink will be required. This sink must have an indirect sewer connection.
 - d. A mop sink or wash area is required for all restaurants.
 - e. Adequate refrigeration must be provided.
 - f. Adequate and approved work surface must be provided.
 - g. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and ventilation equipment must be approved by the building officials and the fire department in addition to the health department.
 - h. A commercial stove, oven, grill and/or range.

Licensee for the sale of distilled spirits by the drink on the premises means any person duly licensed to sell by the drink and for consumption only on the premises.

Lounge means a separate room connected with or a part of and adjacent to a restaurant or located in a hotel, provided that, in no event shall the seating capacity of the lounge exceed that of its connected restaurant.

Manufacturer means any maker, brewer, producer, distillery, vintner, rectifier, blender, or bottler of distilled spirits or malt beverages and wine, microbrewers, or any other alcoholic beverage.

Microbrewery means an establishment in which not more than fifteen thousand (15,000) barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term "barrel" shall be defined as set forth in O.C.G.A. § 3-5-1.

Nonprofit facilities mean facilities owned or operated by a 501(c)3 organization which includes at least a sixty thousand (60,000) square foot museum and at least two (2) other nonprofit facilities which must be either a museum, educational facility, and/or theater.

Nonprofit licensee means any 501(c)3 nonprofit corporation pursuant to the Internal Revenue Service which operates or owns at least one (1) museum of at least sixty thousand (60,000) square feet and at least two (2) other nonprofit facilities as defined herein to which a pouring license for the sale of malt beverages and wine and/or distilled spirits is issued.

Package means distilled spirits, wine or malt beverages sold, offered or stored, including but not limited to, kegs, bottles, growlers, can, or other original consumer container for sale at retail in sealed containers, not for opening or consumption upon the premises of the package outlet.

Package outlet means a store for the retail sale of either package wine or package malt beverages, distilled spirits or both, depending upon the license held, consumption on the premises not being permitted.

Package wine outlet means a store exclusively for the retail sale of package wine and no other alcoholic beverages. Said store shall be allowed to sell specialty items, including food (for example breads and cheeses). For the purpose of fees, said store shall pay the same licensing requirements as retail wine package stores and for all other requirements of the chapter unless otherwise specified. However, food sales can be no more than thirty (30) percent of their total gross revenue sales. Additionally, a package wine outlet shall be allowed to repackage or bottle wine for sale and shall be allowed to serve samples in eight-ounce containers to patrons. Additionally, said establishment shall submit a report on its sales and samples served on the forms prescribed by the alcohol control board.

Pour means to sell alcoholic beverages for beverages purposes, to sell alcoholic beverages for consumption on the premises, and to sell alcoholic beverages by the drink or malt beverage and wine or both.

Pouring license means the authorization by the alcohol control board to engage in the sale for consumption on the premises of distilled spirits. Or sell by the drink means sell for beverage purposes for consumption on the premises.

Pouring outlet means any place where distilled spirits, wine and/or malt beverages (unless specifically modified) are poured or proposed to be poured. In the case of liquor and wine, "pouring outlet" means only a restaurant, hotel, private club or lounge.

Premises means the definite, closed-in or partitioned-in locality (whether room or building), sidewalk and right-of-way cafe, wherein pouring takes place, except as to hotels, where premises shall include guest rooms (if a state license is obtained), conference and/or banquet rooms within the hotel property.

Private club means a corporation organized and existing under the laws of the state, a private membership country club, or a fraternal or veterans organization having bylaws and a part of a national organization in

existence at least ten (10) years, actively in operation within the city at least one (1) year immediately prior to the application for a license under this article, having at least one hundred (100) members regularly paying monthly, quarterly, semiannual or annual dues, organized and operated exclusively for fraternal brotherhood, pleasure, recreation and other non-profitable purposes, no part of the net earnings of which inures to the benefit of any stockholder or member; and owning, hiring or leasing a building or space therein for the reasonable use of its members with suitable kitchen and dining room space and equipment and maintaining and using a sufficient number of personnel and employees for cooking, preparing and serving meals for its members and guests; provided, that no member or officer, agent or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation, any profits from the sale of distilled spirits to the club or its members or guests beyond the amount of such salary as may be fixed by its members at any annual meeting or by its governing board out of the general revenue of the club.

Restaurant means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually and regularly served, without sleeping accommodations:

- (1) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required in this article;
- (2) Which provides a regular seating capacity for at least fifty (50) persons; provided, that consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of its connected restaurant;
- (3) Which employs sufficient personnel to serve food as required herein;
- (4) Which serves at least one (1) meal per day at least five (5) days per week (with the exception of holidays, vacations, and period of redecorating) and said meal must be served from 11:30 a.m. to 1:30 p.m. or 7:00 p.m. to 9:00 p.m. every day the establishment is open and hours of operation must be posted on the front door of the premises.
- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

Retail cigar shop means a commercial establishment which has on-premises consumption and the sale of tobacco and related products as regulated and defined by section 4-59(3).

Retail dealer means any person who sells distilled spirits or beer or wine in unbroken packages at retail only to consumers and not for resale.

Retail outfitter means a retail outdoor clothing and recreation equipment store that provides fishing and/or hunting guide services away from the store location. Beer, malt beverage and wine pouring are allowed in the designated areas, as established by the retail outfitter.

Retail package store means a place of business licensed to sell and distribute distilled spirits for retail or a business having primarily sales of package beer and/or wine. Within the Downtown Business District, as defined by the zoning ordinance, wine and craft beer tasting rooms shall not be permitted to function as retail package stores and may not adopt the sale of package beer and/or wine as their primary use.

Sunday sales license means pouring license or license to sell by the drink malt beverage and wine and/or distilled spirits on Sundays.

Supermarket means a retail market which:

- (1) Maintains an inventory of saleable grocery products including, but not limited to: meat, dairy, vegetable, fruit, dry goods and beverages;
- (2) Has an interior floor space and storage areas of at least one hundred thousand (100,000) square feet of which more than fifty (50) percent of such interior floor area is devoted to the display for sale of food products;
- (3) Sells prepared food;
- (4) Has a full service kitchen; and
- (5) Meets all applicable building, fire and safety codes in effect for the city.

Malt beverage and wine, package, pouring and sampling are allowed in the designated areas, as established for the supermarket.

Wholesaler means any person who sells distilled spirits to other wholesale dealers or retail dealers.

Wine means any alcoholic beverage containing no more than twenty-one (21) percent alcohol by volume, which is made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, etc. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to this definition.

Wine and craft beer specialty shop means a retail establishment that provides malt beverages and wine for on-premises consumption and off-premises consumption as regulated and defined by section [4-59(a)(7)].

Wine and craft beer tasting room means a retail establishment that provides malt beverages and wine for the primary purpose of on-premises consumption, in order to sample winery and brewery products, but which also allows off-premises consumption as regulated and defined by section [4-59(a)(8)]

(Ord. No. 81-05, § 1, 10-6-05; Ord. No. 58-06, § 1, 8-3-06; Ord. No. 18-07, § 1, 5-3-07; Ord. No. 51-08, § 1, 12-4-08; Ord. No. 05-10, § 1, 2-4-10; Ord. No. 08-10, § 1(I—V), 3-18-10; Ord. No. 23-11, § 1, 12-1-11; Ord. No. 24-11, §§ 2, 3, 12-1-11; Ord. No. 11-14, § 1, 5-1-14; Ord. No. 28-16, § 1, 8-4-16; Ord. No. 14-17, § 1, 5-18-17; Ord. No. 28-17, §§ 1, 2, 9-7-17; Ord. No. 37-18, § 1, 12-6-18; Ord. No. 12-19, § 1, 4-4-19; Ord. No. 20-19, § 1, 6-6-19; Ord. No. 01-21, § 1, 1-7-21)

Sec. 4-59. Pouring licenses limited to certain establishments.

- (a) No application for a pouring license shall be considered from, and no license shall be granted to an applicant whose premises for a pouring outlet is anything other than a restaurant, hotel, motel, private club, lounge, retail cigar shop, store, or supermarket as defined in this chapter. It is the intention of this division that wine and malt beverages for consumption on the premises be sold only at bona fide restaurants, hotels, motels, private clubs, retail cigar shops, and supermarkets under the restrictions herein set out, and not at walk-in bars or sham establishments, as follows:
 - (1) *Hotel or motel* as specifically defined in this Code, means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, and whether conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel or motel operation:
 - a. Which maintains fifty (50) or more rooms used for the sleeping accommodations of such guests;

- b. Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required therein;
 - c. Which operates one (1) or more public dining rooms (excluding banquet rooms) with a combined seating capacity of at least fifty (50), where meals are regularly served to guests; provided, that, consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of the public dining rooms;
 - d. Which employs sufficient personnel to serve food as required herein;
 - e. Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his/her designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his/her designee, and determine if the annual sales meet the required ratio and make the appropriate recommendations to the alcohol control board. Hotels shall have the privilege of granting franchises for the operation of a lounge, restaurant in their premises and the holder of such franchise shall be included in the definition of hotel.
 - f. All restaurants must include a kitchen built to commercial kitchen standards which include at a minimum:
 1. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
 2. A hand sink is required in all food preparation and toilet rooms.
 3. If your operation requires washing of vegetables and meats, or, thawing food under water, a food preparation sink will be required. This sink must have an indirect sewer connection.
 4. A mop sink or wash area is required for all restaurants.
 5. Adequate refrigeration must be provided.
 6. Adequate and approved work surface must be provided.
 7. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and ventilation equipment must be approved by the building officials and the fire department in addition to the health department.
 8. A commercial stove, oven, grill and/or range.
- (2) *Restaurant* as specifically defined in this Code, means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually and regularly served, without sleeping accommodations:
- a. Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required in this article;
 - b. Which provides a regular seating capacity for at least forty (40) persons; provided, that consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of its connected restaurant;

- c. Which employs sufficient personnel to serve food as required herein;
 - d. Which serves at least one (1) meal per day at least five (5) days per week (with the exception of holidays, vacations, and period of redecorating) and said meal must be served from 11:30 a.m. to 1:30 p.m. or 7:00 p.m. to 10:00 p.m. every day the establishment is open and hours of operation must be posted on the front door of the premises.
 - e. Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.
 - f. All restaurants must include a kitchen built to commercial kitchen standards which include at a minimum:
 - 1. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
 - 2. A hand sink is required in all food preparation and toilet room.
 - 3. If your operation requires washing of vegetables and meats, or, thawing food under water, a food preparation sink will be required. This sink must have an indirect sewer connection.
 - 4. A mop sink or wash area is required for all restaurants.
 - 5. Adequate refrigeration must be provided.
 - 6. Adequate and approved work surface must be provided.
 - 7. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and ventilation equipment must be approved by the building officials and the fire department in addition to the health department.
 - 8. A commercial stove, oven, grill and/or range.
- (3) *Retail cigar shops* as specifically defined in this Code, may be issued an on-premises consumption license for sales of beer, malt beverages, wine, and distilled spirits, without meeting the requirement that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that at least fifty-one (51) percent of its gross annual sales be derived from the sale of full-sized hand-rolled cigars, pipe tobaccos, briar wood pipes, humidors, lighters, cutters, and expressly excluding from the calculation of gross annual sales the sale of cigarettes, bongs, bubblers, glass pipes, water pipes, Turkish pipes, pipe screens, pipe filters, dug-outs, stash boxes, rolling papers, rolling devices, rolling trays, grinders, incense, pipe cleaners, and other smoking paraphernalia if at all allowed to be sold pursuant to this chapter. The total amount of alcohol sales for consumption on the premises shall not exceed forty-nine (49) percent. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

- a. In regards to seating, parking and occupancy requirements, those applicable to the cigar store shall supersede those listed in chapter 4.
- (4) A *supermarket*, as defined in the Code, means a retail market which:
- a. Maintains an inventory of saleable grocery products including, but not limited to: meat, dairy, vegetable, fruit, dry goods and beverages;
 - b. Has an interior floor space and storage areas of at least one hundred thousand (100,000) square feet of which more than fifty (50) percent of such interior floor area is devoted to the display for sale of food products;
 - c. Sells prepared food;
 - d. Has a full service kitchen; and
 - e. Meets all applicable building, fire and safety codes in effect for the city.
- Notwithstanding any other provision of the Code to the contrary, a supermarket licensed for package wine and package malt beverages, may also be licensed to sell and serve malt beverages and wine pouring in specifically designated seating areas. A supermarket licensed for malt beverage and wine pouring shall also be allowed to provide samples of malt beverages and wine in specifically designated seating areas in conjunction with educational classes and sampling for consumption on the premises designed to promote wine or malt beverage appreciation and education. Sampling shall be limited to no more than one (1) time per day per customer. Samples shall not exceed two (2) ounces, and no customer shall consume more than eight (8) ounces in any two-hour period.
- (5) *Retail outfitter* as defined in the Code, may be issued on an on-premises consumption license for sales of beer, malt beverages, and wine without meeting the requirements that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that (a) no more than ten (10) percent of its gross annual sales are derived from the sale of beer, malt beverage, and wine; (b) such sales are made during store hours in designated areas; and (c) meets all applicable building, fire and safety codes in effect for the city. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and if not, make appropriate recommendations to the alcohol control board regarding same.
- (6) Pouring licenses may be issued to manufacturers for off premises and on premises consumption as follows:
- a. Microbrewer as defined in this chapter and brewers shall be subject to the limitations presented in O.C.G.A. § 3-5-24.1 shall be allowed to sell for on premises and off premises consumption.
 - b. Distillers as defined in this chapter shall be subject to the limitations presented in O.C.G.A. § 3-4-24.2 shall be allowed to sell for on premises and off premises consumption.
- (7) Specialty shop defined in the Code, may be issued an on-premises consumption license for sales of malt beverages, wine and distilled spirits, and package license for the sale of malt beverages, wine and distilled spirits without meeting the requirements that forty-five (45%) percent of its gross annual sales be derived from the sale of prepared meals or food, pursuant to the following:
- a. If an establishment only sells malt beverage and/or wine, no less than fifty-one (51%) percent of the annual gross revenue shall be derived from the sale of non- alcoholic retail goods and merchandise, and no more than forty-nine (49%) percent of its annual gross revenues shall be

derived from the sale of malt beverage and wine on-premises consumption and off-premises package sales.

- b. If an establishment wishes to sell distilled spirits only, or in addition to malt beverage and/or wine, then no less than seventy-five (75%) percent of the annual gross revenue shall be derived from the sale of non-alcoholic retail goods and merchandise, and no more than twenty-five (25%) percent of its annual gross revenues shall be derived from the sale of malt beverage, wine and distilled spirits on-premises consumption and off-premises package sales
 - c. Free samples of wine shall not exceed one and one half (1½) ounces nor shall any individual be offered more than three (3) samples within a calendar day.
 - d. Sampling or tasting of wine is only permitted within a designated area of the establishment, as indicated on their application.
 - e. Craft beer is defined as beer produced by the following:
 - 1. Beer having an annual production of six million (6,000,000) barrels of beer or less; or
 - 2. If less than twenty-five (25) percent of the craft brewery is owned or controlled (or equivalent economic interest) by a beverage alcohol industry member that is not itself a craft brewer.
 - f. Said establishments are only allowed in the downtown business district and the area enclosed by North Tennessee Street, Main Street, Stonewall Street, and Church Street.
- (8) Wine and craft beer tasting room as defined in the Code, may be issued an on-premises consumption and package license for the sale of malt beverages and wine without meeting the requirements that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, pursuant to the following:
- a. No more than seventy-five (75) percent of its annual gross revenues shall be derived from the sale of malt beverage and wine for on-premises consumption and no less than twenty-five (25) percent of the annual gross revenue shall be derived from the sale of retail goods and merchandise, including package sales of alcohol for off-premises consumption.
 - b. As package stores are prohibited in the downtown business district, retail package sales of alcohol for off-premises consumption shall remain a secondary purpose under this definition.
 - c. No distilled alcohol will be allowed to be poured at said establishments.
 - c. Said establishments are only allowed in the downtown business district and the area enclosed by North Tennessee Street, Main Street, Stonewall Street, and Church Street.
- (b) *Reporting requirements.*
- (1) All establishments licensed under this chapter shall be required by November 1 of each calendar year to turn in third quarter reports which at a minimum indicate the percentage of alcohol sales on-premises and off-premises, including food, retail, and other required categories of its gross revenues.
 - (2) The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

(Ord. No. 81-05, § 1, 10-6-05; Ord. No. 18-07, § 2, 5-3-07; Ord. No. 51-08, § 1, 12-4-08; Ord. No. 08-10, § 5, 3-18-10; Ord. No. 16-10, § 1, 6-3-10; Ord. No. 03-15, § 1, 3-5-15; Ord. No. 14-17, § 2, 5-18-17; Ord. No. 38-16, § 3, 8-4-16; Ord. No. 38-18, § 1, 12-6-18; Ord. No. 13-19, § 1, 4-4-19; Ord. No. 21-19, § 1, 6-6-19; Ord. No. 11-20, § 1, 4-2-20; Ord. No. 20-20, § 1, 9-3-20)



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Amendment to Alcohol Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	The DDA Board is proposing a change to section 4-1 (Definitions) and section 4-59 (Pouring Licenses Limited to Certain Establishments) of the Alcohol Ordinance with the goal of providing JZ's Taste of Georgia with a path for keeping their current business open. Staff recommends approval.
LEGAL:	Reviewed by Archer & Lovell

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-1 DEFINITIONS; is amended by deleting the definitions of Retail package store and Wine and craft beer specialty shop in their entirety and replacing them as listed below:

1.

Sec. 4-1. – Definitions

Retail package store means a place of business licensed to sell and distribute distilled spirits for retail or a business having primarily sales of package beer and/or wine. Within the Downtown Business District, wine and craft beer tasting rooms shall not be permitted to function as retail package stores and may not adopt the sale of package beer and/or wine as their primary use.

Wine and craft beer tasting room means a retail establishment that provides malt beverages and wine for the primary purpose of on-premises consumption, in order to sample winery and brewery products, but which also allows off-premises consumption as regulated and defined by section [4-59(a)(8)]

2.

The additional definitions added to Section 4-1 are to be alphabetized accordingly and included in said Section 4-1.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: April 20, 2023
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 2. – APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS, is hereby amended by adding a new paragraph (a)(8) as follows:

1.

Sec. 4-59. - Pouring licenses limited to certain establishments.

- (a) (8) Wine and craft beer tasting room as defined in the Code, may be issued an on-premises consumption and package license for the sale of malt beverages and wine without meeting the requirements that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, pursuant to the following:
 - a. No more than seventy-five (75) percent of its annual gross revenues shall be derived from the sale of malt beverage and wine for on-premises consumption and no less than twenty-five (25) percent of the annual gross revenue shall be derived from the sale of retail goods and merchandise, including package sales of alcohol for off-premises consumption.
 - b. As package stores are prohibited in the downtown business district, retail package sales of alcohol for off-premises consumption shall remain a secondary purpose under this definition.
 - c. No distilled alcohol will be allowed to be poured at said establishments.
 - c. Said establishments are only allowed in the downtown business district and the area enclosed by North Tennessee Street, Main Street, Stonewall Street, and Church Street.

2.

All other existing provisions of Sec. 4-59 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Alcohol Control Board – Attendance Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is being proposed to outline the attendance requirements for Board Members.
LEGAL:	NA

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES., CHAPTER 4 - ALCOHOLIC BEVERAGES ARTICLE V. - ALCOHOL CONTROL BOARD SEC. 4-200. - ESTABLISHMENT, COMPOSITION. is hereby amended by deleting paragraph (d) in its entirety and replacing it and adding a new paragraph (h) as follows:

1.

Sec. 4-200. Establishment, composition.

- (d) Members shall be removed for cause by the mayor and city council upon written charges and after a public hearing; provided, however, that any member who fails to attend three (3) consecutive meetings, without cause, may be removed without a public hearing. Members shall continue to serve after the expiration of their term, until their successor has been appointed, or themselves reappointed. Unless a City Council Member is also a Board Member, then their term is concurrent with their term of office.
- (h) The commission may adopt such by-laws as it deems necessary to provide for the orderly conduct of its business.

2.

All other existing provisions of Sec. 4-200 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
 SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Planning Commission – Attendance Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is being proposed to outline the attendance requirements for Board Members.
LEGAL:	NA

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 17 - PLANNING AND DEVELOPMENT ARTICLE II. - PLANNING COMMISSION. SEC. 17-27. - MEMBERS. is hereby amended by adding a new paragraph (d) as follows:

1.

Sec. 17-27. Members.

(d) Members shall be removed for cause by the mayor and city council upon written charges and after a public hearing; provided, however, that any member who fails to attend three (3) consecutive meetings, without cause, may be removed without a public hearing. The commission previously appointed by the mayor and city council shall continue to serve without change as if appointed under this chapter. Members shall continue to serve after the expiration of their term, until their successor has been appointed, or themselves reappointed.

2.

All other existing provisions of Sec. 17-27 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Historic Preservation Commission – Attendance Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is being proposed to outline the attendance requirements for Board Members.
LEGAL:	NA

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 9.25 - HISTORIC PRESERVATION ARTICLE II. - HISTORIC PRESERVATION COMMISSION SEC. 9.25-32 HISTORIC PRESERVATION COMMISSION. is hereby amended by adding a new paragraph (i) as follows:

1.

Sec. 9.25-32. Historic preservation commission.

- (i) *Removal of Members for Attendance.* Any member who fails to attend three (3) consecutive meetings, without cause, may be removed without a public hearing by the mayor and city council.

2.

All other existing provisions of Sec. 9.25-32 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Board of Zoning Appeals – Attendance Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is being proposed to outline the attendance requirements for Board Members.
LEGAL:	NA

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 XXI. - APPEALS SEC. 21.1. - ESTABLISHMENT OF BOARD OF ZONING APPEALS. is hereby amended by adding a new subsection 21.1.4 as follows:

1.

Sec. 21.1. Establishment of board of zoning appeals.

21.1.4. Members shall be removed for cause by the mayor and city council upon written charges and after a public hearing; provided, however, that any member who fails to attend three (3) consecutive meetings, without cause, may be removed without a public hearing. Members shall continue to serve after the expiration of their term, until their successor has been appointed, or themselves reappointed.

2.

All other existing provisions of Sec. 21.1 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Natural Gas Rates
DEPARTMENT SUMMARY RECOMMENDATION:	Several ordinances relating to the Gas System rates are being updated in our Code of Ordinances, Chapter 24 – Utilities. Article IX, - Gas System. Division 2 – Rates.
LEGAL:	Approved by Assistant City Attorney.

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-223. – SAME-INDUSTRIAL. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-223. Same—Industrial.

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

(b) *Code 42 - firm - industrial - heat only.*

Applicability. This rate is applicable to all industrial customers that have winter heating requirements. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
All consumption @	\$1.50
Plus PGCI	/therm

(c) *Code 43 - firm - Industrial Process.*

Applicability. This rate is applicable to all industrial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 100 decatherms @	1.31
All over 100 decatherms @	0.95
Plus PGCI	/decatherm
During cold weather months of October through April, all gas over the summer average (June, July, August) will be \$2.00/decatherm.	

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

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

1.

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

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

(b) *Code 44 - interruptible - small - manufacturing.*

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

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.228/decatherm
Excess capacity fee	0.30/decatherm
Plus PGCIII	/decatherm

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

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

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.228/decatherm
Excess capacity fee	0.40/decatherm
Plus PGCIII	/decatherm

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

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

Monthly service charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.228/decatherm
Excess capacity fee	0.50/decatherm
Plus PGC III	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

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

1.

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

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

(b) *Code 45 - interruptible - industrial*

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

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

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

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

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.228 /decatherm
Excess capacity fee	0.30/decatherm
Plus PGCI	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-226 – 24-227. RESERVED. are hereby amended by deleting said sections in their entirety and replacing it as follows:

1.

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

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

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

Monthly service charge	\$500.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCI	/decatherm

(c) Code 51 – firm – large – industrial process.

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

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

(d) Code 52 – Firm-industrial process-contract demand

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

Monthly service charge	\$500.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.228 /decatherm
Plus PGC IV	/decatherm

Sec. 24-227. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-228. IN GENERAL. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-228. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

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

1.

Sec. 24-231. Generally.

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

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

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

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

- (e) *Service establishment charges.*
- (1) The charge for establishing an account for gas service to a customer at a particular location shall be based upon cost of equipment and installation expenses, unless otherwise provided in a written contract between the customer and the city.
 - (2) The above charges do not apply to restorations of service subject to reconnection charges if there is an existing meter set at the premises, nor to temporary service to a builder, contractor or developer prior to occupancy of the premises, nor to a rental unit subject to a contract with the landlord providing that gas service shall continue during periods when the unit is not occupied by a tenant and that the landlord shall be responsible for the payment of bills for gas service until an account is established in the name of a new tenant.
- (f) *Payment.* Bills are due when rendered at the net rate shown herein and shall be paid in full at the address designated in the bill or invoice to the customer within ten (10) days from the date postmarked. A late charge of ten (10) percent of the amount of the bill shall be due and payable on any bill not paid when due. In addition, service may be discontinued at the city's discretion on any bill that is fifteen (15) days or more overdue.
- (g) City may supply gas from any standby or synthetic source, provided that the gas so supplied shall be reasonably equivalent on a BTU basis to the natural gas normally supplied hereunder.
- (h) A capital improvement charge of \$0.0228/therm shall be applied to all purchased gas costs.
- (i) *Determination of therms or decatherms.*
- (1) For accounts billed in therms, the gas for any billing period, expressed in hundreds of cubic feet, shall be multiplied by the average BTU of the gas send-out as determined below and divided by one hundred thousand (100,000) in order to determine the number of therms consumed.
 - (2) For accounts billed in decatherms, the gas for any billing period, expressed in thousands of cubic feet, shall be multiplied by the average BTU of the gas sendout as determined below and divided by one million (1,000,000) in order to determine the number of decatherms consumed.
 - (3) The average BTU of the gas send-out for billing purposes shall be calculated for each calendar month from the weighted average BTU of natural gas delivered to city by the city's suppliers.
- (j) *Miscellaneous service fees.*
- (1) *Reconnect fees.* Gas service that has been cut off for non-payment will be reinstated upon payment of the delinquent bill, late charge and reconnection fees. Once service has been cut off, payment will have to be in cash, by cashier's check, or money order. After hours reconnection will be in cases of emergency only.

Normal working hours \$20.00

After hours \$25.00

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

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

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

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

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

Unnecessary re-reads \$25.00

Light pilot \$25.00

Transfer fee \$25.00

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

Service charge \$50.00

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

Service charge \$15.00

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

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

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

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

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

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

Council means the City Council of Cartersville, Georgia.

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

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

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

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

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

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

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

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

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

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

FERC means the Federal Energy Regulatory Commission.

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

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

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

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

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

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

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

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

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

PGC means the purchased gas cost.

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

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

PGCIII means an average cost calculated using the first of the month index from the publication *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." and *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; or the actual gas cost whichever is greater, plus four (4) percent, plus any applicable surcharges and a two (2) percent add-on for lost and unaccounted for gas.

PGCIV means a cost calculated using the first of the month index from the publication "Inside FERC" for SNG or Transco, as applicable, or the actual gas cost whichever is greater, plus any applicable third-party transportation or capacity charges, plus seven (7) percent, plus any surcharges, plus a two (2) percent add-on for lost and unaccounted for gas and any contractual costs to provide natural gas volumes whether the volumes are delivered or not.

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

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

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

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

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

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

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

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

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

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Air Operator Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System is requesting the purchase of an air powered operator for our Mueller tapping equipment. This piece of equipment will make our current specialized tapping and stopping operation more efficient by saving three hours of labor on each job. This equipment will also be used by Gas System personnel in place of contractor labor saving approximately \$3,000 per job. The Mueller Company, LLC. is the sole source provider of this equipment and they provided a quote of \$8,948.36. This is a budgeted item and Council's approval of this purchase is recommended.
LEGAL:	Approved by the City Attorney



MUELLER CO, LLC
 GAS PRODUCTS DIVISION
 PHONE: (800) 798 3131
 FAX: (217) 425 7524
 ORDERS@MUELLERGAS.COM

Meeting: May 4, 2023 Item 11. 2
 Date: April 20, 2023 3

Expiration Date: May 26, 2023

Requester: MICHAEL DICKSON
Req. Phone: 770-387-5642
Req. Mobile:
Req. Email:
 mdickson@cityofcartersville.org

Quote Name: H604
Currency Type: USD
Job Name:

Acct #: 94031500
Customer Name:
 CARTERSVILLE GAS SYSTEM, CITY OF
 - CARTERSVILLE
Customer Address:
 155 OLD MILL ROAD
 CARTERSVILLE, GA 30120

CUST. ITEM NO.	QTY	PART #	DESCRIPTION	FOB	UNIT NET	LINE TOTAL
	1	000604	AIR POWER OPERATOR		8,948.36	8,948.36

Total Amount: \$8,948.36

TERMS: 2% 15 Days, NET 30 Days

FOB FACTORY with full freight allowed on a single order having a list value over \$3500.00

NOTE: This quote number must appear on all purchase orders submitted to Mueller Co for quote prices to be valid. Requests for any product compliance certification must be made in writing at time of order for that particular product.

Send all PO's to ORDERS@MUELLERGAS.COM

Based on acceptance of Quoted Pricing within 30 Days of Quote Date. Mueller reserves the right to change prices prior to the expiration date due to the uncertainty of raw material pricing. Please reference job name or quote number on all purchase orders related to this quotation.

NOTES:

Sales Rep: BLAKE BATTLESON | (919) 588-0225 | bbattleson@muellergas.com
Inside Sales: CHERIE LOWHORN | (217) 425-7533 | clowhorn@muellergas.com

Mueller Co, LLC's Terms and Conditions of Sale apply to this quotation. A copy of our Terms and Conditions of Sale can be downloaded from:
<https://www.muellergas.com/terms-conditions/>

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities where providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. MWP brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, Jones®, Mi.Net®, Milliken®, Pratt®, Singer®, and U.S. Pipe Valve and Hydrant. Please see muellerwp.com/brands to learn more.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Contract/Agreements
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Pre-Demolition Asbestos Survey and Lead-Based Paint Screen
DEPARTMENT SUMMARY RECOMMENDATION:	Geo-Hydro will perform a pre-demolition asbestos survey and lead-based paint screen for the buildings located at 640 N. Tennessee St.
LEGAL:	Reviewed by Archer & Lovell

Mr. Steve Roberts
City of Cartersville
1 North Erwin Street
Cartersville, Georgia 30120

May 2, 2023

**Proposal to Perform
Pre-Demolition Asbestos Survey & Lead-Based Paint Screen
640 N Tennessee Street
Cartersville, Georgia
Geo-Hydro Proposal Number 231637.P0**

Mr. Roberts:

Geo-Hydro Engineers, Inc. (Geo-Hydro) is pleased to submit this proposal to perform a pre-demolition asbestos survey and lead-based paint screen for the above referenced project. The subject property structures are shown below in an excerpt from the Bartow County Tax Assessors website.



PROJECT INFORMATION

The subject property contains two brick single-family residential structures, both reportedly built in 1950 according to the Bartow County Tax Assessors website. What we refer to as Structure A has a brown asphalt shingle roof and Structure B has a black asphalt shingle roof.

SCOPE OF WORK – ASBESTOS SURVEY

- 1) The intent of the asbestos survey will be to identify asbestos containing materials (ACMs) as required by the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP), the US Occupational Safety and Health Administration (OSHA) and the State of Georgia prior to the planned demolition activities.
- 2) An EPA-accredited asbestos inspector will survey the buildings in general accordance with ASTM E2356 *Standard Practice for Comprehensive Building Asbestos Surveys*. The inspector will conduct a walk-through of the interior and exterior of the buildings to look for suspect ACMs and will designate homogeneous sampling areas.
- 3) Where possible, two or more representative samples of suspect ACMs will be obtained from each homogeneous sampling area. We will expend reasonable time and effort to identify and sample as many homogeneous areas of suspect ACMs as possible. Representative samples of suspect ACMs will be collected; however, some areas within the structure may be inaccessible to us. Those areas may be found to contain ACMs during demolition activities.
- 4) We have included sampling of the roofing materials as part of the asbestos survey. Our personnel will patch the roof areas sampled to the best of our ability, but **we cannot guarantee our patches will prevent roof leakage**. If such a guarantee is necessary, we suggest engaging a qualified roofing contractor to repair the areas sampled by our personnel.
- 5) The samples will be submitted to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). This proposal assumes up to **150 suspect ACM samples** will be tested for asbestos content using polarized light microscopy (PLM).

SCOPE OF WORK – LEAD-BASED PAINT SCREEN

- 1) Geo-Hydro will conduct a walk-through of the subject property buildings to assess painted surfaces. Representative paint chip samples will be collected; however, some areas within the structure may be inaccessible to us. Those areas may be found to contain LBP during demolition/renovation activities.
- 2) The paint chip samples will be analyzed for concentrations of lead in accordance with EPA methods. Please note that this sampling will result in some damage to the painted surfaces. This proposal assumes up to **20 paint chip samples** will be collected for lead analysis.

In submitting this proposal, Geo-Hydro has made the following assumptions.

- The areas to be surveyed will be unoccupied while Geo-Hydro conducts sampling activities. Sampling activities will not be conducted if people other than Geo-Hydro staff are in the designated sampling areas.
- It is assumed that the power will be on at the building during our field activities.
- Field work will be conducted during normal business hours.
- Standard turnaround time for laboratory analysis.

COST INFORMATION

Based upon the scope of work outlined above for both Structures A & B, we will charge a lump sum fee of **\$8,000** for the asbestos survey and lead-based paint screen. If the client elects to proceed with only Structure A at this time, we will charge a lump sum fee of **\$5,000**.


SCHEDULE

After receiving notice-to-proceed (NTP), Geo-Hydro will coordinate all field activities with appropriate personnel, and we will provide you with a verbal summary of our findings at the completion of field activities. We expect to provide a completed report within four weeks of completion of field activities.

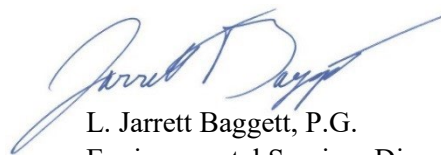
We are pleased to submit this proposal and look forward to the opportunity of working on this project. If this proposal is acceptable, we ask that you execute the attached agreement and return the signed original to us. If you have any questions concerning this proposal or any of our services, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.



B. Tyler Kelly, CIH
Industrial Hygiene Services Manager
tkelly@geohydro.com



L. Jarrett Baggett, P.G.
Environmental Services Director
jbaggett@geohydro.com

BTK/LJB/231637.P0 640 N Tennessee Street ACM & LBP Proposal.docx
Enclosure

AGREEMENT

Meeting: May 4, 2023 Item 12.

Project Name: 640 N Tennessee Street - Pre-Demolition Asbestos Survey & Lead-Based Paint Screen

Project Location: 640 N Tennessee Street, Cartersville, Bartow County, Georgia

Proposal Number: 231637.P0 Date: May 2, 2023

The Client, as identified and defined below, engages Geo-Hydro Engineers, Inc. to provide the services on the Project as detailed in the proposal previously provided to the Client, the terms of which are incorporated herein and made a part of this Agreement. The general terms and conditions on the following pages are likewise incorporated herein and are explicitly made part of this Agreement.

This Agreement is entered into this _____ day of _____, _____ between

Geo-Hydro Engineers, Inc. (“Consultant”) and _____ (“Client”).

GEO-HYDRO ENGINEERS, INC.

Client Firm Name

Signature of Authorized Agent

Signature of Authorized Agent

Print Name

Print Name

Title

Title

Please complete information in box

Billing Entity Name _____	
Individual to Receive Invoices _____	
Email address _____	Phone No. _____
Street Address _____	
City and State: _____	

TERMS AND CONDITIONS OF SERVICE

Meeting: May 4, 2023 Item 12.

A. STANDARD OF CARE.

Services under this contract will be performed by Consultant in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same locality.

B. CERTIFICATION.

Consultant may employ sampling procedures during the course of the work. Client acknowledges that such procedures indicate actual conditions only at the precise locations and elevations from which samples were taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Consultant shall make certain inferences based on the results of sampling and any related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Consultant cannot guarantee the existence or absence of conditions which it may infer to exist. Client further acknowledges and agrees that Client shall not cause any resolution of a dispute, including, but not limited to, payment or settlement, contingent upon Consultant's certification of certain conditions, without first receiving Consultant's written certification regarding those conditions.

C. WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONSULTANT MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CONSULTANT'S WRITTEN REPORTS, FINDINGS, OPINIONS, OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Consultant cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Consultant, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Consultant.

Client acknowledges and agrees that Consultant has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Consultant's sole role is to provide a service intended to benefit Client and that Consultant is performing no function at or association with the site that would classify Consultant as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Consultant's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated.

(ii) HAZARDOUS SUBSTANCES.

Client agrees to advise Consultant, in writing, of any hazardous substances on or near the site within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Consultant agrees to contain such materials in a manner approved by Consultant both during and at the completion of Consultant's field activities. Client understands and agrees that Client, and not Consultant, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Consultant's exploratory activities.

(iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Consultant to take immediate measures to protect human health, safety, or the environment. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Consultant to take any and all measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of Consultant's personnel, and Client agrees to compensate Consultant for the additional cost of such work. In addition, Client waives any claim against Consultant, and agrees to indemnify, defend, and hold Consultant harmless from any claim or liability for injury, loss or perceived loss arising from Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

E. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Consultant will perform on Client's behalf, Client hereby waives any claim against Company, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of such claim, including, but not limited to, any attorneys' fees and expenses incurred by Consultant, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

F. SAMPLES, DATA AND RECORDS.

Consultant shall be the sole owner of any and all data gathered by Consultants or reports prepared by Consultant. No entity or individual, other than Consultant, its representatives, or Client, may use or rely upon any data collected by Consultant or reports prepared by Consultant. Except as expressly set forth in this Agreement, Consultant and Client do not intend the benefits of this Agreement, including, but not limited to, the samples, data, and records created by Consultant, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or

cause of action in favor of any such third party, against either Consultant or Client.

Routine test specimens will be discarded immediately upon completion of tests. Consultant shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Consultant's report to Client. If Client requests a longer period of storage, Consultant will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Consultant for at least three (3) years following completion of Consultant's services.

G. ENTRY.

Client shall provide Consultant, its representatives, and equipment with right of entry on to the Project site. Consultant will endeavor to minimize damage to the land upon which the project is located, however Consultant shall not be under any duty or responsibility whatsoever to restore the Project site to its condition prior to performance of any tests or borings unless a separate agreement to do so is acknowledged in writing with Client. Unless otherwise indicated, Consultant's scope of service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client hereby acknowledges that, unless some other arrangement is made in writing between Client and Consultant, Consultant cannot be held liable for any injuries or damages that may occur for Consultant's failure to perform services not included in the Proposal or this Agreement. Client further acknowledges that testing operations may result in damage to certain landscaping or improvements, due to the tests themselves, disposal of cuttings or ground water, movement of equipment, or due to other cause(s) that can commonly occur and are outside Consultant's control. Consultant will attempt to avoid causing damage, but Client understands and acknowledges that Consultant cannot guarantee damage will not occur and, accordingly, Client agrees to waive any claim against Consultant and to hold harmless, indemnify, and defend Consultant for any claim alleging injury or damage as a consequence of unfilled exploration holes on the site or any other disturbance to natural conditions of or any improvements on the site. Any costs of such restoration shall be added to our compensation pursuant to an agreed-upon price and terms set forth in a separate written agreement entered into between Consultant and Client.

H. FIELD MONITORING AND TESTING.

Whenever Consultant's personnel make on-site observations of materials and/or services provided by a contractor engaged by Client (the "Contractor"), Client agrees that Consultant is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Consultant shall not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that our personnel are observing placement of all materials or that we assume any responsibility or liability for placing or directing placement of materials.

I. SAFETY.

During the provision of observations or monitoring services at the job site during construction, Client agrees that in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and are not limited to normal working hours. Any monitoring of the contractor's procedures conducted by

Consultant does not include review of the measures in, on, adjacent to, or near the construction site. Meeting: May 4, 2023 Item 12.

J. FREEDOM TO REPORT.

It is contemplated that, during the course of this engagement, Consultant may be required to report on the past or current performance of others engaged or being considered for engagement directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims of libel or slander against Consultant and its present or former principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys (the "Consultant Representatives"). To help create an atmosphere in which Consultant's personnel feel free to express themselves candidly, Client agrees (1) to waive any claim against the Consultant Representatives and (2) to defend, indemnify, and hold harmless the Consultant Representatives from any claim or liability for injury or loss allegedly arising from professional opinions rendered by Consultant to Client or Client's agents, including, but not limited to, claims for slander or libel. Client further agrees to compensate the Consultant Representatives for any time spent or expenses incurred by the Consultant Representatives in defense of any such claim, in accordance with Consultant prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Consultant may be required by local, state, and/or federal statute and/or regulations to report the discovery of hazardous materials to a government agency, and that Consultant, when practical, will do so only after notifying Client. Client waives any cause of action, claim, suit, or demand associated with Consultant's compliance with its duties to report as required by local, state, and/or federal laws and regulations.

K. PAYMENT.

Client agrees to pay Consultant in full for all services provided by Consultant to Client. Time is of the essence regarding payment of Consultant's invoices. Client's obligation to pay Consultant is not dependent upon Client's ability to obtain financing, approval of any governmental or regulatory agency, or upon Client's successful completion of the Project. Consultant reserves the right to submit progress invoices to Client on a monthly basis and a final invoice upon completion of Consultant's work. Each invoice is due and payable to Consultant, by Client, immediately upon presentation. All amounts due to Consultant and not paid within thirty (30) days of the presentation of the invoice shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law) until paid in full.

If any obligation of Client hereunder is collected by legal proceeding, including, but not limited to, a demand letter, lawsuit, arbitration, and/or mediation, Client shall pay to Consultant, in addition to the amount due, all Costs of Collection (as defined below), including, but not limited to, fifteen percent (15%) of the total amount due by Client to Consultant as reasonable attorney's fees as well as all costs incurred by Consultant if the legal proceeding does not result in a lawsuit or arbitration proceeding, and thirty percent (30%) of the total amount due by Client to Consultant as reasonable attorneys' fees as well as all court costs incurred by Consultant if the legal proceeding results in a lawsuit or arbitration proceeding. "Costs of collection" shall include, but are not limited to, the hourly cost to Consultant for employee's time expended in collection efforts.

L. TERMINATION.

In the event that Client requests termination of the work prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place Consultant's files in order and to complete a report on the work performed to date. Client acknowledges and agrees that the amount of damages that Consultant will sustain in the event Client terminates this Agreement prior to Consultant's completion of its work required by the proposal and this Agreement will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Agreement prior to Consultant's completion of the work required by the proposal and this Agreement, Client shall be liable to Consultant for liquidated damages in the amount equal to thirty percent (30%) of all charges incurred as of the date of Client's termination of the Agreement (the "Liquidated Damages").

acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Consultant.

M. PROFESSIONAL LIABILITY.

Client agrees that the liability of Consultant and its principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys, to Client due to any negligent professional acts, errors or omissions, or breach of contract will be limited to an aggregate of \$50,000.00 or Consultant's total fee, whichever is greater. If Client prefers to have higher limits of professional liability, Consultant agrees to increase the limit up to a maximum of the available professional liability insurance proceeds at the time of judgment or settlement upon Client's written request at the time of accepting Consultant's proposal, providing that Client agrees to pay an additional consideration of ten percent of Consultant's total fee, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by Consultant and is not a charge for additional professional liability insurance.

Consultant does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Consultant's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Consultant is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Consultant's recommendations or instructions.

N. INDEMNIFICATION.

Client shall indemnify and hold harmless Consultant and its officers, directors, agents, and employees from any loss, damage, or liability, including, but not limited to, Consultants' attorneys' fees and costs, resulting from, relating to, or arising out of the following: (i) subsurface conditions, damage to subsurface structures, whether owned by Client or any third party, the presence or location of which were not revealed to Consultant by Client in writing at least 7 days prior to the commencement of Consultant's performance; (ii) any alleged cross-contamination caused by Consultant's sampling; (iii) unanticipated hazardous materials discovered during the course of Consultant's work; (iv) any damage to Consultant's equipment or personnel as a result of actions engaged in by the Contractor; or (v) any alleged aquifer cross-contamination caused by Consultant's sampling.

O. CONFIDENTIALITY.

Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's principals and employees, any data or information not previously known to and generated by Consultant or furnished to Consultant and marked CONFIDENTIAL by Client ("Confidential Information"). These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim.

P. NON-CIRCUMVENTION.

Each party agrees that the information disclosed pursuant to this Agreement, including, but not limited to, any Confidential Information, will be used solely and exclusively for the purpose of Consultant providing the services on the Project as detailed in the proposal. Each party agrees that it shall not seek to circumvent the other or make use of the other's Confidential Information or trade secrets, including, but not limited to, its relationships with any third-party service providers to enhance their own business in any way. Any

Confidential Information disclosed pursuant to this Agreement shall not be used by the receiving party to generate revenues nor to create other commercial arrangements without the prior written consent of the disclosing party.

Meeting: May 4, 2023 Item 12.

Q. GOVERNING LAW; VENUE.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed and construed by the laws of the State of Georgia, and Venue shall lie in the State of Georgia, Cobb County, for all causes of action under this Agreement.

R. SEVERANCE; SURVIVAL.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

S. EXECUTION.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document. In the event one or more of the parties intends to sign and deliver this Agreement by facsimile transmission, ".pdf", or "jpeg," each party agrees that the delivery of the Agreement by facsimile, ".pdf", or "jpeg" shall have the same force and effect as delivery of original signatures, and each party may use such facsimile, ".pdf", or "jpeg" signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

T. REPRESENTATIONS.

Client represents and warrants that it has full authority to enter into this Agreement and to consummate the transactions contemplated herein, and that this Agreement is not in conflict with any other Agreement to which Client is a party or by which it may be bound.

U. MISCELLANEOUS.

This instrument constitutes the entire agreement of the parties. There are no terms or conditions except those set forth herein. This Agreement may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Agreement and specifies the amendment made. No waiver of any breach of this Agreement shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Agreement is governed by the laws of the State of Georgia.

V. Immigration Compliance

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

W. E-Verify

Contractor 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. Contractor 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).

Meeting: May 4, 2023 Item 12.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Subsurface Exploration and Engineering Evaluation – Aubrey St. Retaining Wall
DEPARTMENT SUMMARY RECOMMENDATION:	Geo-Hydro Engineers will provide geotechnical engineering services and an engineering report that provides a bearing capacity along the wall alignment for the proposed Aubrey Street retaining wall rehabilitation. We are asking for Council approval to enter into this agreement.
LEGAL:	Reviewed by Archer & Lovell


CONTRACTOR AFFIDAVIT AND AGREEMENT

Meeting: May 4, 2023 Item 13.

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

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

048636
EEV/ Basic Pilot Program* User Identification Number


BY: Authorized Officer or Agent

Geo-Hydro Engineers, Incorporated
Contractor Name

Principal
Title of Authorized Officer or Agent of Contractor

Same
DBA: Name

Brian Ingram
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF 24 April, 2023

Notary Public 
My Commission Expires 9/15/2023



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



Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation

**Aubrey Street Retaining Wall Rehabilitation
Cartersville, Georgia
Geo-Hydro Proposal Number 231639.P0**

*Prepared for City of Cartersville
April 24, 2023*



Mr. Freddy Morgan
City of Cartersville
P.O. Box 1390
1 North Erwin Street
Cartersville, Georgia 30120

April 24, 2023

**Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation
Aubrey Street Retaining Wall Rehabilitation
Cartersville, Georgia
Geo-Hydro Proposal Number 231639.P0**

Dear Mr. Morgan:

Geo-Hydro Engineers, Inc. appreciates the opportunity to present this proposal to provide geotechnical engineering services for the above referenced project. Our understanding of the project is based on conversations with you and our visual observations made on site.

An existing retaining wall located on the north side of Aubrey Street is failing and in an overall state of disrepair. The wall appears to consist of brick/CMU construction and ranges in height from about 2 to 10 feet. The annotated aerial image below left shows the approximate location of the retaining wall circled in yellow. The photo below right shows the overall condition of the wall.

At the time of this proposal the project is in a preliminary phase and the replacement wall type has not yet been selected. The current rehabilitation plan involves constructing a new wall in front of the existing wall and backfilling the gap space. You have requested a subsurface exploration to provide a bearing capacity along the wall alignment.



An outline of the exploration is provided in the following section.

SCOPE OF SERVICES

- 1) We will contact Georgia 811 for location of underground utilities. Also, we ask that you provide any available information regarding the location of underground utilities in the project area. Geo-Hydro will not be responsible for damage to unmarked underground utilities. Please see the attached *Underground Utilities Fact Sheet* for more information. If requested, we can engage a private utility locator to sweep the boring locations. The cost of a private utility locator is provided separately in the *Cost Information* section.
- 2) We will perform three machine-drilled test borings as close to the existing wall as site conditions will allow. The final boring locations will be adjusted based on potential utility conflicts, overhead obstructions, and other access considerations. Standard penetration testing will be performed in accordance with ASTM D1586 in each boring extending to a planned depth of 15 feet or the depth of auger refusal, whichever occurs first. Our lump sum fee allows for a total of 45 feet of soil test boring only.
- 3) We will obtain groundwater readings at the time of the drilling operation. The borings will be backfilled with soil cuttings after the final groundwater check and patched with asphalt where appropriate.
- 4) Samples from the field operation will be physically examined, and a visual classification will be assigned in accordance with the Unified Soil Classification System.
- 5) Test boring records will be prepared which provide standard penetration resistances, soil descriptions, and groundwater conditions. Significant soil strata will be delineated, and partially weathered rock or auger refusal will be identified where encountered.
- 6) We will prepare an engineering report outlining the results of the exploration. We will present evaluations and recommendations concerning the following: site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and remedial measures necessary to manage soft or loose soils if they are encountered.

COST INFORMATION

Based on the Scope of Services outlined above, we will charge the following fees:

Task	Lump Sum Fee
Geotechnical Exploration and Report	\$4,400
Optional Services	Lump Sum Fee
Private Utility Locator Service	\$600

In the event that additional work is required, we will notify you prior to commencing any additional work. The fee for additional work will be negotiated.

We will backfill the borings with soil cuttings after completion and clean up the work areas. Our work may result in some rutting of the ground surface or damage to vegetation. If landscape or cosmetic repairs are necessary, we will hire a landscaping subcontractor. Landscape repair work will be charged at our cost plus 15 percent.

Our backfilled boreholes may present a tripping hazard after completion. We will make reasonable efforts to reduce the ground disturbance caused by the subsurface exploration, but periodic maintenance by the owner to relevel the ground may be necessary after completion of our work. Geo-Hydro will not be responsible for damage to persons or property related to ongoing settlement of the boreholes after completion of our work.

* * * * *

We are pleased to submit this proposal and look forward to the opportunity of working on this project. If this proposal is acceptable, we ask that you execute the attached agreement and return the original to us. If you have any questions concerning this proposal or any of our services, please contact us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.



John T. Redding, P.E.
Geotechnical Engineer
jredding@geohydro.com



Luis E. Babler, P.E.
Chief Engineer
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JTR/LEB/231639.P0 - Aubrey Street Retaining Wall Rehabilitation - Cartersville leb

AGREEMENT

Meeting: May 4, 2023 Item 13.

Project Name: Aubrey Street Retaining Wall Rehabilitation

Project Location: Cartersville, Georgia

Proposal Number: 231639.P0 Date: April 24, 2023

The Client, as identified and defined below, engages Geo-Hydro Engineers, Inc. to provide the services on the Project as detailed in the proposal previously provided to the Client, the terms of which are incorporated herein and made a part of this Agreement. The general terms and conditions on the following pages are likewise incorporated herein and are explicitly made part of this Agreement.

This Agreement is entered into this _____ day of _____, _____ between

Geo-Hydro Engineers, Inc. (“Consultant”) and _____ (“Client”).

GEO-HYDRO ENGINEERS, INC.

Client Firm Name

Signature of Authorized Agent

Signature of Authorized Agent

Print Name

Print Name and title

Title

Signature of City Clerk

Name of City Clerk (attesting to Mayor’s Signature)

Please complete information in box

Billing Entity Name _____	
Individual to Receive Invoices _____	
Email address _____	Phone No. _____
Street Address _____	
City and State: _____	



TERMS AND CONDITIONS OF SERVICE

Meeting: May 4, 2023 Item 13.

A. STANDARD OF CARE.

Services under this contract will be performed by Consultant in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same locality.

B. CERTIFICATION.

Consultant may employ sampling procedures during the course of the work. Client acknowledges that such procedures indicate actual conditions only at the precise locations and elevations from which samples were taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Consultant shall make certain inferences based on the results of sampling and any related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Consultant cannot guarantee the existence or absence of conditions which it may infer to exist. Client further acknowledges and agrees that Client shall not cause any resolution of a dispute, including, but not limited to, payment or settlement, contingent upon Consultant's certification of certain conditions, without first receiving Consultant's written certification regarding those conditions.

C. WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONSULTANT MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CONSULTANT'S WRITTEN REPORTS, FINDINGS, OPINIONS, OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Consultant cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Consultant, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Consultant.

Client acknowledges and agrees that Consultant has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Consultant's sole role is to provide a service intended to benefit Client and that Consultant is performing no function at or association with the site that would classify Consultant as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Consultant's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated.

(ii) HAZARDOUS SUBSTANCES.

Client agrees to advise Consultant, in writing, of any hazardous substances on or near the site within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Consultant agrees to contain such materials in a manner approved by Consultant both during and at the completion of Consultant's field activities. Client understands and agrees that Client, and not Consultant, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Consultant's exploratory activities.

(iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Consultant to take immediate measures to protect human health, safety, or the environment. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Consultant to take any and all measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of Consultant's personnel, and Client agrees to compensate Consultant for the additional cost of such work. In addition, Client waives any claim against Consultant, and agrees to indemnify, defend, and hold Consultant harmless from any claim or liability for injury, loss or perceived loss arising from Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

E. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Consultant will perform on Client's behalf, Client hereby waives any claim against Company, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of such claim, including, but not limited to, any attorneys' fees and expenses incurred by Consultant, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

F. SAMPLES, DATA AND RECORDS.

Consultant shall be the sole owner of any and all data gathered by Consultants or reports prepared by Consultant. No entity or individual, other than Consultant, its representatives, or Client, may use or rely upon any data collected by Consultant or reports prepared by Consultant. Except as expressly set forth in this Agreement, Consultant and Client do not intend the benefits of this Agreement, including, but not limited to, the samples, data, and records created by Consultant, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or

cause of action in favor of any such third party, against either Consultant or Client. Samples, data and records are subject to Georgia Open Records Law.

Routine test specimens will be discarded immediately upon completion of tests. Consultant shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Consultant's report to Client. If Client requests a longer period of storage, Consultant will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Consultant for at least three (3) years following completion of Consultant's services.

G. ENTRY.

Client shall provide Consultant, its representatives, and equipment with right of entry on to the Project site. Consultant will endeavor to minimize damage to the land upon which the project is located, however Consultant shall not be under any duty or responsibility whatsoever to restore the Project site to its condition prior to performance of any tests or borings unless a separate agreement to do so is acknowledged in writing with Client. Unless otherwise indicated, Consultant's scope of service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client hereby acknowledges that, unless some other arrangement is made in writing between Client and Consultant, Consultant cannot be held liable for any injuries or damages that may occur for Consultant's failure to perform services not included in the Proposal or this Agreement. Client further acknowledges that testing operations may result in damage to certain landscaping or improvements, due to the tests themselves, disposal of cuttings or ground water, movement of equipment, or due to other cause(s) that can commonly occur and are outside Consultant's control. Consultant will attempt to avoid causing damage, but Client understands and acknowledges that Consultant cannot guarantee damage will not occur and, accordingly, Client agrees to waive any claim against Consultant and to hold harmless, indemnify, and defend Consultant for any claim alleging injury or damage as a consequence of unfilled exploration holes on the site or any other disturbance to natural conditions of or any improvements on the site. Any costs of such restoration shall be added to our compensation pursuant to an agreed-upon price and terms set forth in a separate written agreement entered into between Consultant and Client.

H. FIELD MONITORING AND TESTING.

Whenever Consultant's personnel make on-site observations of materials and/or services provided by a contractor engaged by Client (the "Contractor"), Client agrees that Consultant is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Consultant shall not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that our personnel are observing placement of all materials or that we assume any responsibility or liability for placing or directing placement of materials.

I. SAFETY.

During the provision of observations or monitoring services at the job site during construction, Client agrees that in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and are not limited to normal working hours. Any monitoring of the contractor's procedures conducted by

Consultant does not include review of the measures in, on, adjacent to, or near the construction site. Meeting: May 4, 2023 Item 13.

J. FREEDOM TO REPORT.

It is contemplated that, during the course of this engagement, Consultant may be required to report on the past or current performance of others engaged or being considered for engagement directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims of libel or slander against Consultant and its present or former principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys (the "Consultant Representatives"). To help create an atmosphere in which Consultant's personnel feel free to express themselves candidly, Client agrees (1) to waive any claim against the Consultant Representatives and (2) to defend, indemnify, and hold harmless the Consultant Representatives from any claim or liability for injury or loss allegedly arising from professional opinions rendered by Consultant to Client or Client's agents, including, but not limited to, claims for slander or libel. Client further agrees to compensate the Consultant Representatives for any time spent or expenses incurred by the Consultant Representatives in defense of any such claim, in accordance with Consultant prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Consultant may be required by local, state, and/or federal statute and/or regulations to report the discovery of hazardous materials to a government agency, and that Consultant, when practical, will do so only after notifying Client. Client waives any cause of action, claim, suit, or demand associated with Consultant's compliance with its duties to report as required by local, state, and/or federal laws and regulations.

K. PAYMENT.

Client agrees to pay Consultant in full for all services provided by Consultant to Client. Time is of the essence regarding payment of Consultant's invoices. Client's obligation to pay Consultant is not dependent upon Client's ability to obtain financing, approval of any governmental or regulatory agency, or upon Client's successful completion of the Project. Consultant reserves the right to submit progress invoices to Client on a monthly basis and a final invoice upon completion of Consultant's work. Each invoice is due and payable to Consultant, by Client, immediately upon presentation. All amounts due to Consultant and not paid within thirty (30) days of the presentation of the invoice shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law) until paid in full.

If any obligation of Client hereunder is collected by legal proceeding, including, but not limited to, a demand letter, lawsuit, arbitration, and/or mediation, Client shall pay to Consultant, in addition to the amount due, all Costs of Collection (as defined below), including, but not limited to, fifteen percent (15%) of the total amount due by Client to Consultant as reasonable attorney's fees as well as all costs incurred by Consultant if the legal proceeding does not result in a lawsuit or arbitration proceeding, and thirty percent (30%) of the total amount due by Client to Consultant as reasonable attorneys' fees as well as all court costs incurred by Consultant if the legal proceeding results in a lawsuit or arbitration proceeding. "Costs of collection" shall include, but are not limited to, the hourly cost to Consultant for employee's time expended in collection efforts.

L. TERMINATION.

In the event that Client requests termination of the work prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place Consultant's files in order and to complete a report on the work performed to date. Client acknowledges and agrees that the amount of damages that Consultant will sustain in the event Client terminates this Agreement prior to Consultant's completion of its work required by the proposal and this Agreement will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Agreement prior to Consultant's completion of the work required by the proposal and this Agreement, Client shall be liable to Consultant for liquidated damages in the amount equal to thirty percent (30%) of all charges incurred as of the date of Client's termination of the Agreement (the "Liquidated Damages").

acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Consultant.

M. PROFESSIONAL LIABILITY.

Client agrees that the liability of Consultant and its principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys, to Client due to any negligent professional acts, errors or omissions, or breach of contract will be limited to an aggregate of \$500,000.00.

Consultant does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Consultant's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Consultant is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Consultant's recommendations or instructions.

N. INDEMNIFICATION.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

O. CONFIDENTIALITY.

Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's principals and employees, any data or information not previously known to and generated by Consultant or furnished to Consultant and marked CONFIDENTIAL by Client ("Confidential Information"). These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim. City of Cartersville agreements are subject to Georgia Open Records Law.

P. NON-CIRCUMVENTION. (DELETED)

Q. GOVERNING LAW; VENUE.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed and construed by the laws of the State of Georgia, and Venue shall lie in the State of Georgia, Bartow County, for all causes of action under this Agreement.

R. SEVERANCE; SURVIVAL.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

S. EXECUTION.

This Agreement may be executed in Meeting: May 4, 2023 Item 13. in original, but all of which shall together constitute one document. In the event one or more of the parties intends to sign and deliver this Agreement by facsimile transmission, ".pdf", or "jpeg," each party agrees that the delivery of the Agreement by facsimile, ".pdf", or "jpeg" shall have the same force and effect as delivery of original signatures, and each party may use such facsimile, ".pdf", or "jpeg" signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

T. REPRESENTATIONS.

Client represents and warrants that it has full authority to enter into this Agreement and to consummate the transactions contemplated herein, and that this Agreement is not in conflict with any other Agreement to which Client is a party or by which it may be bound.

U. MISCELLANEOUS.

This instrument constitutes the entire agreement of the parties. There are no terms or conditions except those set forth herein. This Agreement may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Agreement and specifies the amendment made. No waiver of any breach of this Agreement shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Agreement is governed by the laws of the State of Georgia.

Fact Sheet Underground Utilities

Geo-Hydro's work often includes drilling below the ground surface to evaluate subsurface materials. One of our biggest concerns is that we may accidentally encounter underground utilities which may create a safety hazard for our personnel and others or result in a loss of service. Location of underground utilities prior to our work is important to all parties. Unfortunately, location of underground utilities is a difficult task, and accurate location of underground utilities is often not possible.

Geo-Hydro is required by Georgia law to contact the Utilities Protection Center (UPC) prior to drilling. The UPC requires at least 72 hours prior notification. The UPC contacts member utilities, and the member utilities dispatch utility locators. Normally the utility locators will not locate underground utilities on private property, and will only locate utilities from the main service line to the property owner's meter. It is not uncommon for utility locators to improperly locate underground utilities for a variety of reasons.

Geo-Hydro requires that the property owner provide clearly marked locations on the ground of any underground utilities in the work area. If necessary, Geo-Hydro can refer the owner to companies that provide underground utility location services. Alternatively, Geo-Hydro can hire the utility location company and pass this cost through to our client.

Private underground utility location companies do not guarantee that they have located all underground utilities or that underground utilities have been accurately located. In fact, some underground utilities (e.g., irrigation lines, non-metallic lines, etc.) simply cannot be located using non-destructive techniques.

Geo-Hydro will make reasonable efforts to avoid damaging underground utilities that are clearly marked in the field. Due to the uncertainties of locating underground utilities, Geo-Hydro cannot be responsible for damage to unmarked underground utilities. Since Geo-Hydro's work is being performed for the benefit of its client, the client must accept the risk that Geo-Hydro's work could result in damage to underground utilities. As such, it is ordinarily the responsibility of Geo-Hydro's client to accept the responsibility for repairing damage to unmarked underground utilities unless that responsibility has clearly been transferred to another party.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Electric Department Building Renovation Proposal
DEPARTMENT SUMMARY RECOMMENDATION:	This is the draft proposal for architectural and engineering services between the City of Cartersville and Croft and Associates for the renovation of the Electric Department facility. We are asking for Council approval to enter into the final agreement.
LEGAL:	Reviewed by Archer & Lovell

May 1, 2023

Mr. Freddy Morgan
Assistant City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
fmorgan@cityofcartersville.org

**RE: Fee Proposal
Cartersville Electric Building Renovation
320 E Erwin Street**

Freddy:

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

The proposal is based on implementing the programming we did for you earlier this year by providing construction documents for permitting and construction.

PROJECT SUMMARY

The project is to renovate the interior of your existing building, extend the current planning room, and replace the windows and roof.

SCOPE OF SERVICES

Design services will be divided into three phases: Schematic Design, Construction Documents, Bid Phase Assistance, and Construction Administration.

- **Schematic Design**

The CROFT Team will meet with you and your staff to review the space plan and discuss materials, finishes, electrical, mechanical and plumbing upgrades. The schematic design phase will also be to receive preliminary approval by the AHJ (building official) and for use in budget pricing. Approval of the schematic design is required to proceed to the Contract Document phase.

Deliverables for the Schematic Design Phase will include:

- Floor Plans Including the Addition
- Elevations of the Addition
- Building Sections.
- MEP Narrative
- Outline Specifications

- **Construction Documents**

The approved Schematic Design drawings will be the basis for the completion of Construction Documents. The completed Construction Documents will be used for bidding, permitting, and construction of the project. CROFT will schedule two meetings during the production of the drawings for your review and approval to proceed.

Deliverables for this phase will include:

- Architecture
- Interior Design
- MEP Engineering
- Structural Engineering
- Book Specifications

- **Bid Phase Assistance**

Bidding will be managed exclusively by the CM at Risk with assistance from Croft in the evaluation of bids and selection of subcontractors. Revisions to approved construction documents due to cost adjustments to the project scope will be made on an additional service basis or predetermined fee agreed upon by both the Owner and Architect.

- **Construction Administration**

Construction Administration services are based on a construction period not to exceed twelve months. Upon issuance of a contract for construction and Notice to Proceed we will provide contract administration services as follows:

- Attendance at pre-construction and pre-bid meetings.
- Construction site visits to observe construction progress and attendance and while there meet with you and the CMaR. Provide written observation reports.
- Submittal Review
- RFI Response/Clarification
- Review of the CM at Risk's monthly application for payment and progress of the work.
- Review the CM at Risk's Punch List with the City with follow-up.
- Attend the CM at Risk's 12-month warranty walk through.
- Assist the CM at Risk with as-builts.
- Project Closeout.

DESIGN ASSUMPTIONS

1. The construction budget has been preliminarily estimated at \$1,200,000.00.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis.
3. A meeting with the AHJ during the Schematic Design phase is included.
4. Meetings with code review officials is not included in the base services of this fee proposal.
5. A current boundary survey with topography and all existing site conditions will be provided by the owner to CROFT in CAD format for use in design at the start of the project.
6. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
7. Geotechnical services are not included as a part of this proposal and will be provided by the owner. Material and Soil Report shall be provided to CROFT at the start of the project.
8. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
9. Civil Engineering is included as a part of this proposal.
10. Design of site retaining walls are included as a part of this proposal.
11. Hardscape design is not included as part of this proposal.
12. Landscape architecture is not included as part of this proposal.
13. Irrigation System design is not included as a part of this proposal.
14. Site lighting design is not included as a part of this proposal.
15. Landscape lighting is not included as a part of this proposal.

16. Meetings with utility companies are not included as a part of this proposal. Load estimates for Utility Power Company are not included as a part of this proposal. If required, time spent will be invoiced as reimbursable.
17. Preparation of renderings, 3D views and videos are not included as part of this proposal but can be accomplished as an additional service.
18. Exterior Finish selections are included as a part of this proposal.
19. Interior design is included as part of this proposal.
20. Project Graphics and Signage (both interior and exterior) design, documentation and permitting are not included as a part of this proposal.
21. Waterproofing consultant services are not part of this proposal.
22. Specifications will be provided.
23. Structural engineering is included as a part of this proposal.
24. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
25. Issue of Special Inspections Schedule is not included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect and local authority if required. Contractors are required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections Acceptance", to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.
26. Mechanical Engineering is included as a part of this proposal and includes the replacement of the main level HVAC units.
27. Energy Management System design is not included as a part of this proposal.
28. Energy compliance forms are not included as a part of this proposal. If required time spent will be invoiced as a reimbursable.
29. Fire protection sprinkler design services are not included as part of this proposal.
30. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
31. Electrical Engineering is included as a part of this proposal and includes electrical and IT upgrades .
32. Emergency generator design is not included as a part of this proposal.
33. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are included as a part of this proposal.
34. Lightning Protection System design is not included as a part of this proposal.
35. Owner will provide access to all areas of the building for site investigation and existing condition verification.
36. Permitting will be performed by others and is not included as a part of this proposal. Permit set(s) will be sent to owner representative at site location for submission to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
37. Bidding of General Contractors is not included as part of this proposal.
38. Construction cost estimates and project budgeting services are not included as a part of this proposal, however if the Owner elects to negotiate with a selected General Contractor, then the pricing efforts are included.
39. Limited Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above. Travel time to and from project sites will be billed as reimbursable expenses. Owner/Architect/Contractor (OAC) meetings are not included during the Construction Administration phase other than during the site visits.
40. This proposal is good for sixty (60) days from the date of the proposal.

- 41. If services provided by this proposal have not been completed within Twelve (12) months of the date of this proposal, through no fault of CROFT, extension of CROFT’s services beyond that time shall be compensated for Additional Services.
- 42. Reimbursable expenses will be billed at 1.15 times actual cost.

DELIVERABLES

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

SCHEDULE

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

Schematic Design: 3 weeks from Programming
 Construction Documents: 6 Weeks from approval of Schematic Design
 Construction Administration 7 Months
 Total Project Duration from NTP: 11 Weeks (Excluding Construction)
 Duration may vary depending on the Department’s availability.

PROFESSIONAL FEES

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

- Schematic Design.....\$ 31,986 (includes 20% contingency)
- Construction Documents.....\$ 65,430 (includes 20% contingency)
- Bidding.....\$ 1,260
- Construction Administration.....\$ 21,560
- Reimbursable Expenses.....\$ 750

A design contingency of 20% is included in the Schematic Design and Construction Documents fees.

PAYMENT TERMS AND CONDITIONS

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

ADDITIONAL SERVICES

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

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

Sincerely,

CROFT & Associates



John Knight, RA
Sr. Project Manager, Local Government

Accepted by:
Mr. Freddy Morgan
Assistant City Manager
City of Cartersville

Signature

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 4, 2023
SUBCATEGORY:	Surplus Equipment
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Surplus Equipment
DEPARTMENT SUMMARY RECOMMENDATION:	This is a list of vehicles/equipment deemed as surplus by our departments. I am requesting approval of this surplus to authorize the listing of these items for sale on GovDeals.
LEGAL:	N/A

Surplus assets-vehicles April 2023					
<i>Department</i>	<i>Asset #</i>	<i>VIN/Serial #</i>	<i>Description</i>	<i>Mileage</i>	<i>Problems</i>
515 Gas	922	1FTRF12W25NA55413	2005 Ford F-150 2wd	168,606	Age/mileage/runs rough/no reverse gear
610 Garage		776410577641057764105	Dayton 10k portable generator	N/A	Age
			Central Machinery 7x12 bandsaw	N/A	Inoperable
5100 Parks & Recreation	703	1FTRF17WX3NA25615	2003 Ford F-150 2wd	161,829	Age/mileage/runs rough