



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, October 20, 2022 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. October 6, 2022

SECOND READING OF ORDINANCES

2. Annual Leave Amendment

3. Parental Leave

4. Educational Assistance Program

5. Distilled Spirits: Specialty Shop

FIRST READING OF ORDINANCES

6. T22-04. Applicant: Tillman Family LLLP

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

7. Z22-03. Carter Grove Blvd. Applicant: The Wasserman Group, LLC

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

- [8.](#) SU22-03. 315 Industrial Park Rd. Applicant: Cash Environmental Resources, LLC.
- [9.](#) SU22-04. Applicant: Tillman Family LLLP

CONTRACTS/AGREEMENTS

- [10.](#) Agreement with Freeman Mathis and Gary, LLP
- [11.](#) TK Elevator Service Agreement
- [12.](#) LIHEAP/LIHWAP Agreements

PRESENTATIONS

- [13.](#) 178 W. Main St. Proposal

BID AWARD/PURCHASES

- [14.](#) Badger Daylighting
- [15.](#) Grit Chamber Repair Parts
- [16.](#) Atlanta Regional Commission Payment
- [17.](#) Switching Cubicle - PMH-11
- [18.](#) Transformers for 175 E. Main Apartments
- [19.](#) 750kVA Transformer Purchases
- [20.](#) Transformers for Logistics Park

MONTHLY FINANCIAL STATEMENT

- [21.](#) August 2022 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	October 6, 2022
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the October 6, 2022 City Council Meeting are uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
10 N. Public Square
October 6, 2022
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:02 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:42 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 Roth.

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

Absent:

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. September 15, 2022 Council Meeting Minutes

Council Member Roth made a motion to approve the September 15, 2022 Meeting Minutes. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

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

ADDED ITEM

2. Naming for Greg Anderson

Tom Gilliam, Parks and Recreation Director, stated that Mr. Greg Anderson contributed 38 years to our Parks and Recreation department. His dedication to not only the City of Cartersville but also to our parks and trails, especially Pine Mountain, resonates with so many

as they visit the trails at Pine Mountain. It has been requested to rename Pine Mountain in honor of Greg Anderson with the name of “Greg Anderson Trail System at Pine Mountain”.

Council Member Fox made a motion to approve the Naming for Greg Anderson. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

APPOINTMENTS

3. City of Cartersville Ethics Committee

Dan Porta, City Manager, stated the terms of the three members of the Ethics Committee expired in September 2022. All three members, Bobby Walker, Maurice Wilson and Jessica Mitcham, would like to continue serving. If reappointed, Mr. Walker’s and Dr. Wilson’s new terms would expire September 3, 2024 and Ms. Mitcham’s term would expire on September 21, 2024.

Council Member Roth made a motion to approve the City of Cartersville Ethics Committee Appointments. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

4. Historic Preservation Committee

David Hardegree, Planning and Development Assistant Director, stated David Elder and Lisa Ellis submitted their applications to serve on the Historic Preservation Commission. If appointed, their terms will expire on September 7, 2025.

Council Member Fox made a motion to approve the Historic Preservation Committee Appointments. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

5. Recreation Advisory Board

Mr. Porta stated Casey Villarreal submitted her application to serve on the Recreation Advisory Board. If appointed, her term will expire on December 31, 2025.

Council Member Cooley made a motion to approve the Recreation Advisory Board Appointment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

COMMENDATION/RECOGNITION

6. Rookie Firefighter of the Year – Sean Pruitt

Scott Carter, Fire Chief, One of our Cartersville Firefighters received a statewide award. FF Sean Pruitt was selected by the Georgia State Firefighters Association as the 2022 Rookie Firefighter of the Year. This is a great honor and was presented to him at the State Fire Conference on October 1, 2022. In addition, he will be recognized by our Governor at the Annual Firefighter Day in February 2023.

Sean began his career with the City on July 12, 2021. His performance has been top notch, he is committed to serving the public and has a deep passion for our profession. He is driven to take care of this community and his crew with preparation and sacrifice. He is a strong representative of our City. It is an honor to present Firefighter Sean Pruitt, Georgia's 2022 Rookie Firefighter of the Year.

Mayor Santini presented Mr. Pruitt with a plaque of recognition.

PUBLIC HEARING – 2nd Reading of Zoning/Annexation Request

7. Z22-04: Bates Rd. Applicant: Highlands Park of GA., LLC.

Randy Mannino, Planning and Development Director, stated this zoning application is to rezone (4) properties, totaling 46.12 +/- acres, from Carter Grove P-D (Planned Development) to R-20 (Single Family Residential). The rezoning removes the Carter Grove P-D zoning conditions and insures limited access to Bates Rd. The proposed development following a zoning approval will include the subdivision of 33.71 +/- ac into nine (9) lots.

City staff supports the zoning application. Planning Commission recommended approval with a vote of 6-0.

The public hearing was opened. With no one to come forward to speak for or against the application, the public hearing was closed.

Council Member Stepp made a motion to approve Z22-04: Bates Rd rezoning request. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 22-22

Petition No. Z22-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Highlands Park of Georgia, LLC. Property is located Bates Rd (C120-0001-002, C120-0001-1006, C120-0001-007, and C120-0001-009). Said property contains 46.12 acres located in the 4th District, 3rd Section, Land Lots 1180, 1181, 1195, and 1196 as shown on the attached plat Exhibit "A". Property is hereby rezoned from P-D (Carter Grove Planned Development) to R020 (Single Family Residential) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 15th day of September, 2022.

ADOPTED this the 6th day of October, 2022. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Julia Drake
Julia Drake
City Clerk



PUBLIC HEARING – 1st Reading of Zoning/Annexation Request

8. Z22-03: Carter Grove Blvd. Applicant: The Wasserman Group

Mr. Mannino stated this is an application to rezone, 48.124 +/- acres from Carter Grove P-D (Planned Development) with conditions to P-D (Planned-Development) with new conditions.

The public hearing was opened.

Brandon Bowen, 17 River Shoals Dr., came forward to represent the applicant and stated for clarification that 55 was the targeted age range but was not restricted.

Steve Wasserman, applicant, 4770 S. Atlanta Rd., Smyrna, came forward to also represent the application.

Tom Barnett, 21 Ivy Stone Ct., came forward to speak for the application.

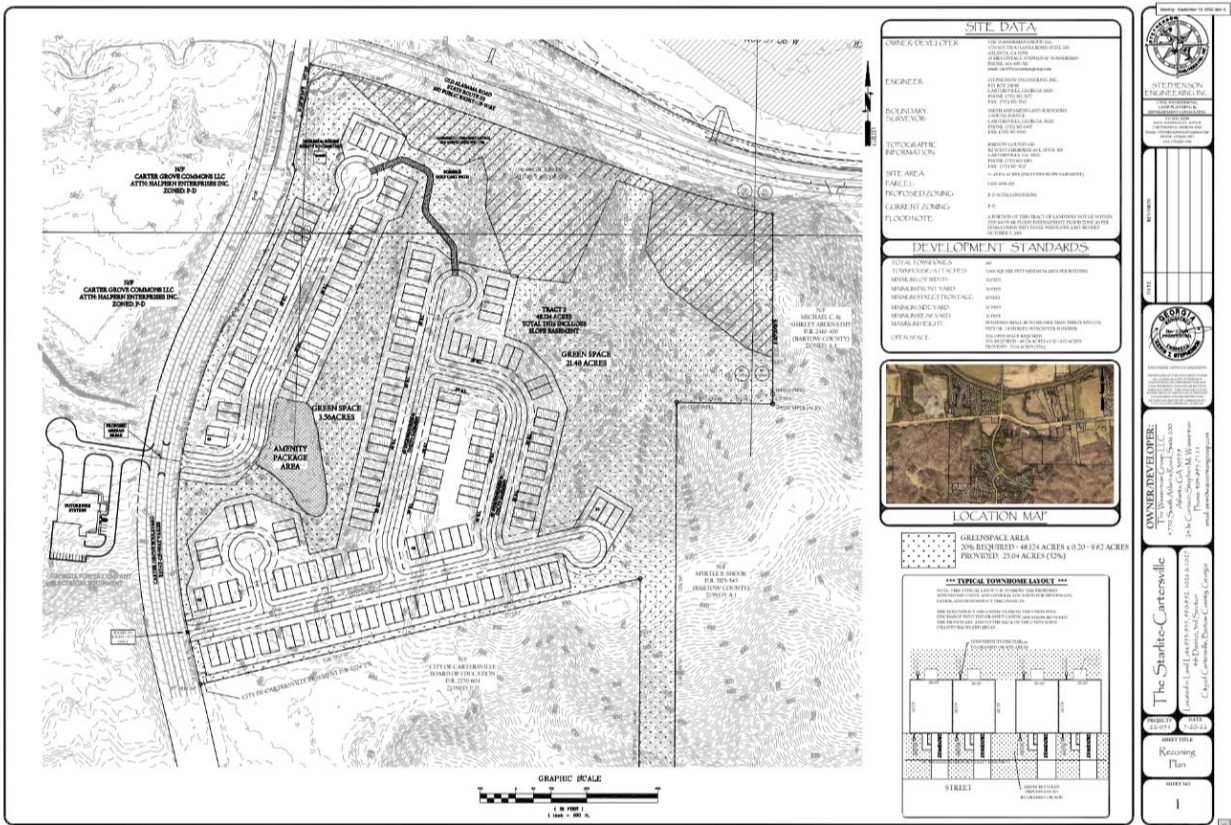
Rick Early, 13 Greystone Way, came forward to speak for the application.

Elaine Galicky, Adairsville, came forward to speak for the application.

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

Discussion commenced among Council Members and included Council Member Stepp asking the difference between ‘targeted’ and ‘restricted’ to which Mr. Mannino provided details.

This was first reading and will be voted on at the October 20, 2022 Council Meeting.



OTHER

9. COP22-17: HPC Appeal – 32 Cassville Rd.

Mr. Hardegree stated on December 15th, 2020, the HPC reviewed an application with associated plans, COP20-32, by Hudson and Co, Inc. (John B. Hudson), for the demolition of several existing structures and the construction of a new house and amenities. The HPC held a public hearing in which many residents addressed the HPC and raised support and concerns over the application as noted in the meeting minutes. Mr. Hudson stated that the perimeter fencing was withdrawn from the application.

After consideration, the HPC voted to permit the demolition of the identified structures and to allow the house and associated amenities to be constructed with (2) conditions: 1) There be no fencing around the perimeter [of the property] and, 2) the approval is site plan specific.

Though Mr. Hudson stated the fence was withdrawn from the original application, the submitted site plan was not revised and did show a decorative perimeter fencing that was 6ft in height with brick columns that were also 6ft in height. Since the 2nd condition stated the approval is “site plan specific,” the fence could have been an approved item by default without the added condition.

By ordinance, all front yard fences are to be no taller than 4ft in height and must be non-opaque (Zoning ord. Sec. 4.16). The 6ft. fence did not comply with the zoning ordinance; therefore, a variance was required to allow a 6ft. fence in the front yard. The variance requirement was not mentioned in the case file or meeting minutes. The variance review requirement would have been grounds for denial, at least temporarily.

On September 20, 2022, the HPC reviewed an application, COP22-17, by Hudson and Co, Inc. for 1) the addition of a privacy fence along the western property line that encroached into the front yard along Charles Street, and 2) the removal of the perimeter fence condition on COP20-32. The site plan submitted with COP22-17 showed a reduction in height of the proposed perimeter fence and columns from 6ft. to 4ft. The fence would be non-opaque as demonstrated by the example submitted with the application. The perimeter fence would be compliant with the zoning ordinance, therefore, no variance would be required.

The HPC held a public hearing in which several residents addressed the HPC and raised concern over removal of the perimeter fence condition.

After consideration, the HPC voted to deny the removal of the perimeter fence condition established on COP20-32.

Before Council now was the appeal of said case.

Brandon Bowen returned to the podium to represent the application and provided a further overview of the case.

Calvin Evans, applicant, came forward to state that the fencing and pillars would meeting all zoning requirements.

Boyd Pettit, 21 Hillside Dr., came forward to speak against the appeal.

Michael Tidwell, 23 Cassville Rd., came forward to speak against the appeal.

Chip Shropshire, 39 Cassville Rd., came forward to speak against the appeal.

Anne Warren, 50 Cassville Rd., came forward to speak against the appeal.

Bill Warren, 50 Cassville Rd., came forward to speak against the appeal.

Becky Champion, 55 Cassville Rd., came forward to speak against the appeal.

Mr. Bowen returned to the podium to address the comments of the neighbors.

Mayor Santini suggested taking a five minute break at 8:20 PM.

Council Member Hodge made a motion to take a five minute recess. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Mayor Santini called the meeting back in session at 8:25 PM.

David Archer, City Attorney, proceeded to read the city ordinance regarding HPC appeals stating that Council Members had the right to approve, deny, or modify any decision made by the Historic Preservation Commission.

Council Member Hodge made a motion to reject the decision of HPC and allow the fence to be installed. Council Member Roth seconded the motion. Vote: 2-4 with Council Members Wren, Cooley, Stepp, and Fox voting in opposition. Motion failed.

Council Member Stepp made a motion to uphold the HPC decision. Council Member Fox seconded the motion. Vote: 3-2-1 with Council Member Hodge and Council Member Roth in opposition and Council Member Wren abstaining from voting.

Council Member Wren asked Mr. Archer for clarification on modifying the decision to which Mr. Archer explained.

Council Member Wren made a motion to modify the decision by HPC by requiring the fencing to be maximum 4' tall and ornamental metal. Council Member Hodge seconded the motion. Vote: 3-3 with Council Members Fox, Stepp, and Cooley in opposition.

Mayor Santini broke the tie and voted for the modification to the HPC decision which resulted in a final vote of 4-3. Motion passed.

SECOND READING OF ORDINANCES

10. T22-02: Mt. Zion Mission Baptist Church Sign Amendment

Mr. Mannino stated this Text Amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Section 20-25 (2)(b) is to allow electronic signs on Jones St. within 320ft. of Aubrey St. Planning Commission recommended approval with a vote of 6-0.

Council Member Wren made a motion to approve T22-02: Mt. Zion Mission Baptist Church Sign Amendment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

Ordinance No. 19-22

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 20, SIGNS AND OUTDOOR ADVERTISING, ARTICLE II- SIGN ORDINANCE, SECTION 20-25, FREESTANDING SIGNS, SUBSECTION (2), ELECTRONIC FREESANDING SIGNS, is hereby amended by deleting the section (b) in its entirety and replacing it as follows:

- b. Electronic freestanding signs on nonresidential use properties shall be prohibited except when located adjacent to one (1) of the following roads:
 1. Burnt Hickory Rd. (beginning at, and including, the intersection with West Ave. and running north).
 2. Cassville Rd. (beginning at, and including, the intersection with North Erwin St. and running northwest).
 3. Church St. (beginning at, and including the intersection with North Tennessee St. and running east).
 4. Collins Dr.
 5. Douthit Ferry Rd. (beginning at, and including, the intersection with West Ave. and running south until, and including, intersection with Indian Mounds Rd.).
 6. E. Main Street, stationary electronic sign only (beginning at US 41 and running east to the east side of the I-75 interchange).
 7. Felton Rd. (beginning at, and including, the intersection with Tennessee St. and running east until, and including, the intersection with US 41).
 8. Gently Blvd.
 9. Grassdale Rd. (beginning at, and including, the intersection with US 41 and running north).
 10. Henderson Dr.
 11. Jones St. (within 320ft. of the intersection with Aubrey St.)
 12. Martin Luther King Jr, Drive (Between Roosevelt St. and Felton St.).
 13. Old Mill Rd. (beginning at, and including, the intersection with Henderson Dr. and running west).
 14. State Route 20.
 15. Tennessee St.
 16. US 41 and corresponding frontage roads.
 17. US 411 and corresponding frontage roads.
 18. West Ave. (beginning five hundred (500) feet northeast of the intersection with Henderson Dr. as measured from the centerline of Henderson Dr. at West Ave., and running southwest).

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: September 15, 2022
 SECOND READING: October 6, 2022


 MATTHEW J. SANTINI, MAYOR

ATTEST: 
 JULIA DRAKE, CITY CLERK



11. T22-03: Tilley Holdings LLC Electronic Billboard Amendment

Mr. Mannino stated this text amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Section 20-29 (B)(2)(a) is to allow electronic billboards on Old Mill Rd. (beginning

at the centerline of the Old Mill Rd right-of-way intersection with the Erwin St. center line and continuing west a distance of 1000 ft.). Applicable to existing billboard signs as of July 26, 2022. Planning Commission recommends approval 5-0-1.

Council Member Hodge made a motion to approve T22-03: Tilley Holdings LLC for Electronic Billboard Amendment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Ordinance No. 20-22

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 20, SIGNS AND OUTDOOR ADVERTISING, ARTICLE II- SIGN ORDINANCE, SECTION 20-29, BILLBOARDS, SUBSECTION (B) (2), ELECTRONIC BILLBOARDS, is hereby amended by deleting section (a) in its entirety and replacing it as follows:

a. Billboard which are directly illuminated, exhibit animation; blink, change copy, display moving pictures or images, flash, contain light emitting diode (LED), and/or contain liquid crystal display (LCD) shall be prohibited except when located adjacent to one of the following roads:

1. State Route 20.
2. U.S. 41 and corresponding frontage roads.
3. U.S. 411 and corresponding frontage roads.
4. West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).
5. State Route 113 (beginning at the centerline of the I-75 Right-of-Way intersection with the GA Hwy 113 centerline and continuing west a distance of 2,700 feet radially; provided however, that this section shall supersede any conditions placed on billboards in this geographic location).
6. "Old Mill Rd. (beginning at the centerline of the Old Mill Rd right-of-way intersection with the Erwin St. center line and continuing west a distance of 1000 ft. Applicable to billboards signs existing as of July 26, 2022)."

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: September 15, 2022
SECOND READING: October 6, 2022


MATTHEW J. SANTINI, MAYOR

ATTEST: 
JULIA DRAKE, CITY CLERK



FIRST READING OF ORDINANCES

12. Distilled Spirits: Specialty Shop

Mr. Mannino stated this was a customer driven proposal for distilled spirits in a specialty shop. Alcohol Control Board denied recommendation 4-1.

Jayson and Buddy Frederick, 39 S. Public Square, came forward to answer any questions from the Council Members.

This was a first reading and will be voted on at the October 20, 2022 Council Meeting.

13. Annual Leave Amendment

Mr. Porta stated after reviewing our current employee leave accruals compared to other adjacent municipalities and counties. Approval was recommended that employee annual leave accruals be modified to allow employee to earn 3, 4- and 5-week vacation accruals sooner than under our current annual leave ordinance. This change will make us more competitive, help us retain our current talent and recruit new employees.

This was a first reading and will be voted on at the October 20, 2022 Council Meeting.

14. Parental Leave

Mr. Porta stated in reviewing employee benefit packages for other adjacent municipalities and counties, parental leave is an area that we can add without much cost and will make Cartersville a more attractive employer. Approval was recommended of the parental leave ordinance which will allow female employees up to four weeks of paid leave and male employees up to two weeks of paid leave upon the birth or adoption of their child.

This was a first reading and will be voted on at the October 20, 2022 Council Meeting.

15. Education Assistance Program

Mr. Porta stated this ordinance will give our employees an opportunity to take classes to improve their skills and allow them to grow and hopefully advance within our organization. The benefit of adding this ordinance shows our employees we are invested in their educational growth as they seek to advance their career with Cartersville.

This was a first reading and will be voted on at the October 20, 2022 Council Meeting.

RESOLUTIONS

16. Time Change for December 1, 2022 Council Meeting

Mr. Porta stated the first Council Meeting in December conflicts with the annual Christmas parade. The Council has traditionally opted to change the evening meeting to a morning meeting. The resolution to make this change is attached.

Council Member Stepp made a motion to approve the resolution for the Time Change for

December 1, 2022 Council Meeting. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

Resolution No. 27-22

WHEREAS, The Mayor and City Council have determined that it is in the best interest of the City of Cartersville and its inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 1st day of December, 2022 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 1st day of December, 2022 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 6th day of October, 2022.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Julia Drake
Julia Drake
City Clerk



EASEMENTS

17. Distribution Tree Trim/Clearing Easement

Freddy Morgan, Assistant City Manager, stated Georgia Power has requested an easement to cut, trim and/or remove any trees which may endanger their transmission, distribution, and/or communication lines in the specified areas of Highway 294.

Council Member Hodge made a motion to approve Distribution Tree Trim Clearing Easement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

CONTRACTS/AGREEMENTS

18. Bermex Meter Reading Services Agreement

Mr. Morgan stated it was requested that the City of Cartersville enter into this agreement with Bermex for meter reading and contract services for one (1) year, effective November 1, 2022 through October 30, 2023. The specific details are available in the agreement.

Council Member Fox made a motion to approve Bermex Meter Reading Service Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

CERTIFICATION

19. Inspection/Certification of Class B Fuel Training System

Mr. Carter stated approval was requested of a project to inspect and certify our Class B Fuel training system located within the burn building at the joint training complex on Paga Mine Rd. This will include an onsite inspection, maintenance, repair and training and will certify our instructors on the use of this live fire training prop. It will be a joint project with the Bartow County Fire Department.

This is a single source with Fireblast Global with a total project cost of \$21,094.24. The project is budgeted and 50% of the cost will be reimbursed by Bartow County leaving us with a net impact of \$10,547.21.

Furthermore, he stated that we will present the inspection, repair and engineer certification of the burn building at a later date. It is a different project than the one before Council tonight.

Council Member Roth made a motion to approve Inspection/Certification of Class B Fuel Training System. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

ADDED ITEM

20. Surplus Items

Mr. Carter requested that we surplus the 1994 Pierce Ladder and assorted equipment. This truck and equipment will be placed on GovDeals for sale 'As-Is'. In addition, this asset will transfer to our City Garage for disposal.

Council Member Cooley made a motion to approve the Surplus Item. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

CERTIFICATION

21. CRS Recertification

Tommy Sanders, Public Works Director, stated the City of Cartersville continues to participate in the Community Rating System (CRS) in order to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. Public Works is requesting the Mayor’s signature on the annual recertification application with CRS to continue participation in this on-going program.

Council Member Wren made a motion to approve CRS Recertification. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

ENGINEERING SERVICES

22. Leake St and Erwin St Engineering Services Sanitary Sewer Design

Sidney Forsyth, Water Department Director, stated in December 2021, Public Works received approval from Mayor and Council to proceed with engineering design of the storm system in the Leake Street and Erwin Street areas that have experienced localized flooding. This design is currently being completed by Consolidated Technologies, Inc. (CTI). As a result of design and additional field work, it has been discovered that the sewer system in this area that intersects the storm system needs replacing.

CTI has submitted an amendment to perform the engineering services for this sewer replacement. This will be in conjunction with the engineering services they have already provided for the storm improvements. This amendment will be paid out of the American Rescue Plan Act (ARPA) Funds. This is not a budgeted item, but it has been determined that these services would qualify for ARPA funding.

The attached amendment agreement from CTI includes the development of civil documents for the sewer upgrade and construction administrative services for this project.

The agreement for these additional services is \$9,700. The City of Cartersville Public Works and Water and Sewer Departments recommended approval of this agreement.

Council Member Hodge made a motion to approve Leake St and Erwin St Engineering Services Sanitary Sewer Design. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

BID AWARD/PURCHASES

23. Residential Garbage Carts

Mr. Sanders stated Solid Waste opened three bids on residential garbage carts. The best bid was from WasteQuip for 624 Toter Carts in the amount of \$36,202.00. Approval was recommended of this bid.

This is a budgeted item.

Council Member Roth made a motion to approve Residential Garbage Carts. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

24. Front End Loader Dumpsters

Mr. Sanders stated Solid Waste opened three bids on front end loader dumpsters. The lowest bid was from Lewis Steel Works, Wren, Georgia for 55 dumpsters in the amount of \$55,410.00. This is a budgeted item.

Council Member Roth made a motion to approve Front End Loader Dumpsters. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

25. Resurfacing Bid Award

Mr. Sanders stated bids were opened on this year's resurfacing project. We had six bidders, the bids ranged from \$596K to \$808K. We recommend award of this contract to the low bidder, Blount Construction, Marietta, GA for \$596,868.92. We also request permission for the Mayor to sign related contract documents.

This is a budgeted item funded by LMIG, 30% General Fund match, and the remainder from 2020 SPLOST.

Council Member Roth made a motion to approve Resurfacing Bid Award. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

26. MV-90 Renewal

Derek Hampton, Electric Department Director, stated the Electric Department uses MV-90 to do the monthly meter reads on our larger customers. There is an annual expense to maintain the use of the program. The Electric Department recommended that Council approve the renewal of the annual MV-90 license and maintenance agreement at a cost of \$14,145.45. This is a budgeted item.

Council Member Fox made a motion to approve MV-90 Renewal. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

27. Transformer Purchases

Mr. Hampton stated the Electric Department is requesting authorization to purchase a 500kVA and a 750kVA pad-mounted transformer. We have used our last equivalent transformers feeding new customer loads and we need replacements for our stock. We obtained (4) quotes, and are requesting to purchase the units from Solomon Transformer for a savings versus buying them independently from them. Although this is not the cheapest of the four quotes, we consider this the best bid due to the delivery time and them being a company we have had positive dealings in the past.

Approval was recommended to purchase both the 500kVA and 750kVA units from Solomon Transformer for \$66,688.00. This is a budgeted expense.

Council Member Roth made a motion to approve the Transformer Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

28. Primary Metering Package

Mr. Hampton stated the Electric System recommends approval of the purchase of this package from Anixter for \$10,131.73. This metering package is a necessary expense for the expansion of a local manufacturer. It is non-budgeted purchase that will be paid from Equipment – Meters & Settings, #510-3500-54-1513.

Council Member Fox made a motion to approve the Primary Metering Package. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

29. 2023 City Calendar Bid

Annalee Penny, Public Relations and Communications Manager, stated after reviewing all bid submissions, A New Dimension Graphic Design & Printing Inc. has been chosen, as they offered the lowest total cost, with the ability to process for mailing.

Total Cost: \$13,946.17 [\$13,358.29 for 10,200 calendars + \$587.88 for mail processing] which includes full-color printing, 32 total pages [28 insides pages + cover], folding, bindery, face trim, and drilled hole.

The design will be created in-house, using winning citizen-submitted photos from our 2023 City Calendar Photo Contest.

The goal is to have the 2023 calendars in our citizens’ mailboxes no later than Friday, December 30, 2022. This is a budgeted item.

Council Member Roth made a motion to approve the 2023 City Calendar Bid. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

ADJOURNMENT

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

Meeting Adjourned at 8:56 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Annual Leave Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	After reviewing our current employee leave accruals compared to other adjacent municipalities and counties, I recommend approval that employee annual leave accruals be modified to allow employee to earn 3, 4- and 5-week vacation accruals sooner than under our current annual leave ordinance. This change will make us more competitive, help us retain our current talent and recruit new employees.
LEGAL:	Reviewed by Archer & Lovell

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

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the Code of Ordinances City of Cartersville, Georgia CHAPTER 16 PERSONNEL. ARTICLE II. Employee Benefits. Section 16.29 Annual Leave is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Section 16-29. Annual Leave.

- (a.) Regular full-time employees shall accrue annual leave based on actual hours worked beginning on the first day of employment. Note that new full-time employees accrue annual leave from their first date of employment but are not eligible for annual leave until they have completed their new hire probationary period of ninety (90) days. Actual hours worked is defined as vacation and sick time hours previously earned and taken by the employee and regular hours worked up to the normal 40-hour work week for a 2,080 employee and adjusted accordingly for police and fire personnel based on annual hours worked.
- (b.) All regular full-time employees shall accrue annual leave based on the following schedule:

Annual Hours Earned based on Hours Worked				
Annual Hours Worked	Beginning On Date Of Hire	Beginning with Sixth Year Of Employment	Beginning with Eleventh Year Of Employment	Beginning with Fifteenth Year Of Employment
2,080	80	120	160	200
2,223	94.05	136.8	179.55	222.3
2,912	123.2	179.2	235.2	291.2

- (c.) Employees are urged to take annual leave within the calendar year in which they are earned; however, employees are allowed to carry over up to five (5) weeks of annual leave into the next calendar year.
- (d.) No employee shall receive pay in lieu of annual leave, unless approved by the city manager.
- (e.) When an employee is separated from their city employment, such employee shall be paid for all unused annual leave (maximum of 5 weeks) at their current hourly rate of pay.

2.

The effective date for this ordinance is October 29, 2022.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 6th day of October 2022. First Reading.

ADOPTED this the 20th day of October 2022. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Parental Leave
DEPARTMENT SUMMARY RECOMMENDATION:	In reviewing employee benefit packages for other adjacent municipalities and counties, parental leave is an area that we can add without much cost and will make Cartersville a more attractive employer. I recommend approval of the parental leave ordinance which will allow female employees up to four weeks of paid leave and male employees up to two weeks of paid leave upon the birth or adoption of their child.
LEGAL:	Reviewed by Archer & Lovell

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the Code of Ordinances City of Cartersville, Georgia **CHAPTER 16 PERSONNEL. ARTICLE II. Employee Benefits. Section 16-38 Parental Leave** is hereby added in its entirety as follows:

1.

Section 16-38. Parental Leave.

- (a.) Regular full-time female employees who have been employed full-time with the City for at least one year and give birth to a child/children or adopt a child age 17 or younger shall be entitled to paid maternity leave at 100 percent of the employee's regular, straight-time weekly pay, to be paid on City of Cartersville's regularly scheduled pay dates for up to four weeks.
- (b.) Regular full-time male employees who have been employed full-time with the City for at least one year and their spouse gives birth to a child/children or adopt a child age 17 or younger shall be entitled to paid paternity leave at 100 percent of the employee's regular, straight-time weekly pay, to be paid on City of Cartersville's regularly scheduled pay dates for up to two weeks.
- (c.) Employees shall provide documentation of the basis for any leave requested under this section.
- (d.) Parental leave provided in this section shall run concurrently with the Family and Medical Leave Act and must be concluded within 6 months of the birth or placement of a child.

2.

The effective date for this ordinance is October 29, 2022.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 6th day of October 2022. First Reading.

ADOPTED this the 20th day of October 2022. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Educational Assistance Program
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance will give our employees an opportunity to take classes to improve their skills and allow them to grow and hopefully advance within our organization. The benefit of adding this ordinance shows our employees we are invested in their educational growth as they seek to advance their career with Cartersville. I recommend approval of this ordinance.
LEGAL:	Reviewed by Archer & Lovell

**Ordinance
of the
City of Cartersville, Georgia**

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the Code of Ordinances City of Cartersville, Georgia CHAPTER 16 PERSONNEL. ARTICLE II. Employee Benefits. Section 16-39 Education Assistance Program is hereby added in its entirety as follows:

1.

Section 16-39. Educational Assistance Program.

- (a.) To develop a better educated and more highly skilled city workforce employees who have been employed in a regular full-time capacity for at least 12 consecutive months are eligible to receive tuition assistance benefits to help employees pay for the cost of courses related to the employee's current job or future advancement opportunities within the city upon the availability of annually budgeted funds. Executive MBA and PHD programs are not covered under this policy.
- (b.) The following courses are reimbursable depending upon the availability of city funds and approval by the respective department head and city manager:
 - a. Courses that are part of a structured program to assist the employee in attaining his or her high school diploma or equivalent (GED);
 - b. Technical or skills courses offered through accredited technical schools if an employee's department head and the city manager determine that the courses relate to the employee's current work assignment or potential promotional opportunities;
 - c. Undergraduate and graduate courses offered through accredited colleges or universities approved by the city if an employee's department head and the city manager determine that the courses relate to the employee's current work assignments or potential promotional opportunities;
 - d. Courses that are part of an approved degree-related program which is related to the employee's current job or future advancement opportunities within the city.
- (c.) Tuition reimbursement will be provided for no more than two courses per academic term per eligible employee and tuition, registration fees and required lab fees will be reimbursed according to the following schedule:

Grade Received	Reimbursement Percentage
A or P (for "Pass/Fail" courses)	100%
B	80%
C	60%
D, F, W (withdraw), W/F (withdraw failing) or Incomplete	0%

The city will not reimburse employees for books, activity fees, parking, meals or other related expenses. Employees who receive other forms of financial aid, such as private scholarships or grants, assistance from a government agency, and/or veterans' benefits will be reimbursed only for the difference between reimbursable expenses and the aid received from elsewhere (times the applicable percentage above).

- (d) If an employee who has received funds through the city's educational assistance program for tuition reimbursement leaves the city's employ within two years of receiving these funds, he/she will be required to reimburse the entire amount to the city. The city will be authorized by the employee to collect from him or her, either directly or by payroll deduction, the amount received within the previous two years by the employee for educational assistance.

2.

The effective date for this ordinance is October 29, 2022.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 6th day of October 2022. First Reading.

ADOPTED this the 20th day of October 2022. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Distilled Spirits: Specialty Shop
DEPARTMENT SUMMARY RECOMMENDATION:	Customer driven proposal for distilled spirits in a specialty shop. The previous request was to also change the percentage requirements for alcohol sales. Alcohol Control Board denied recommendation 4-1.
LEGAL:	N/A

Specialty Shop

Specialty shop 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 less than sixty-five (65) percent of the annual gross revenue shall be derived from the sale of non-alcoholic retail goods and merchandise, and no more than thirty-five (35) percent of its annual gross revenues shall be derived from the sale of malt beverage and wine for on-premises consumption and off-premises package sales.**
- b. Said establishment shall not be required to meet the requirement that forty-five (45) percent of its annual gross sales shall be derived from the sale of prepared meals or food.**
- 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.**

(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, or 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 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.**

Specialty Shop Distilled Spirits Revision

Specialty shop as defined in the Code, may be issued an *on-premises consumption license for sales of craft and non-craft beer, malt beverages, wine, and distilled spirits* 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 less than sixty-five (65) percent of the annual gross revenue shall be derived from the sale of non-alcoholic retail goods and merchandise, *and no more than thirty-five (35) percent of its annual gross revenues shall be derived from the sale of malt beverage, wine and distilled spirits* for on-premises consumption and off-premises package sales.
- b. Said establishment shall not be required to meet the requirement that forty-five (45) percent of its annual gross sales shall be derived from the sale of prepared meals or food.
- 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.

(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, or 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.

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

Alcohol Control Board,

Southern Cove is requesting an amendment to the Specialty Shop Alcoholic Beverage Rules and Regulations outlined on page 25-26 section 7 to include Distilled Spirits as part of our on premise consumption license.

When reviewing the existing ordinance afforded to the Cigar Bar page 24-25 section 3 and their ability to sell for consumption distilled spirits, we find no plausible reasoning that allows them to sell and serve distilled spirits and not us, (Southern Cove).

We are able to remain within the % guidelines of 65% non-alcohol sales as our location currently operates 89.2% non-alcohol goods sold as reported to the city during Q3 of 2022.

Thank you for your consideration and we look forward to your fair consideration.

Co-founder
Jayson Frederick
Southern Cove
Small Business of the year 2022

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, paragraph (a)(7) and (a)(7)a. are hereby amended by deleting said paragraphs in their entirety and replacing it as follows:

1.

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

(7) *Specialty shop* as 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. 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, wine and distilled spirits on-premises consumption and off-premises package sales.

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:	October 20, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T22-04. Applicant: Tillman Family LLLP.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Text Amendment to Chapter 26, Zoning, Article IX, Office-Commercial Zoning District, Sec. 9.5.2 (A), Permitted Uses, to allow private parks as an allowed use with a Special Use permit.</p> <p>This amendment is to allow the applicant to construct a private ballfield or ballfields on their property. Special Use permit application SU22-04 is also submitted for consideration.</p> <p>Planning Commission recommends approval, 5-0.</p>
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino and David Hardegree

Date: October 4, 2022

Re: *Text Amendment T22-04. To allow Private Parks as an allowed use with a Special Use permit in the Office-Commercial Zoning District.*

Tillman Family LLLP owns undeveloped property zoned Office-Commercial (O-C) near West Ave. and north of the Ingles grocery store property. The Tillman O-C properties are identified as Tax ID C023-0001-007 and C023-0001-008. Total property area is approximately 34 acres.

The Tillman Family has agreed to allow a practice youth baseball field to be constructed on the property. The field or fields would be a Pay-Per-Use for teams needing practice facilities. Under the current O-C zoning, private parks are not an allowed use. Private parks are an allowed use in the adjacent R-20 (Residential) zoning district.

The applicant has filed for the text amendment to add Private Parks to the list of allowed uses in the O-C zoning district with a Special Use Permit. The Special Use permit application, SU22-04, has been filed and is intended to be considered concurrently with this text amendment.

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

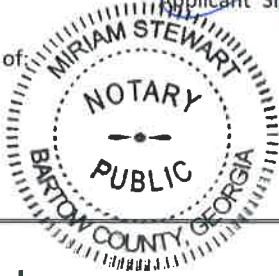
Case Number Meeting: October 20, 2022 Item 6.
Date Received: 8-18-2022

Public Hearing Dates:

Planning Commission 10-11-2022 5:30pm 1st City Council 10-20-2022 7:00pm 2nd City Council 11-3-2022 7:00pm

APPLICANT INFORMATION

Applicant <u>Tillman Family LLP</u> <small>(printed name)</small>	Office Phone <u>770.475.3006</u>
Address <u>PO Box 1341</u>	Mobile/ Other Phone <u>770.815.8599</u>
City <u>Cartersville</u> State <u>GA</u> Zip <u>30120</u>	Email <u>rich@prefsales.com</u>
<u>Southland Engineering</u> Representative's printed name (if other than applicant)	Phone (Rep) <u>(770) 307-0440</u>
<u>[Signature]</u> Representative Signature	Email (Rep) <u>lsimonson@southlandengineers.com</u>
Signed, sealed and delivered in presence of <u>[Signature]</u> Notary Public	Applicant Signature <u>[Signature]</u> My commission expires: <u>10/11/2025</u>



1. Existing Text to be Amended:

Article IX, Section 9.5.2, Subsection A

Existing Text Reads as Follows: Permitted Uses

2. Proposed Text:

Proposed Text Reads as Follows: Special Use - Parks, Private

(Continue on additional sheets as needed)

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

Case Num Meeting: October 20, 2022 Item 6.
Date Received: _____

3. Reason(s) for the Amendment Request: The permitted uses for
O-C zoning districts do not include private
parks. We are requesting to amend Article IX,
Section 9.5.2, Subsection A to include this use
in order to keep current zoning.

(Continue on additional sheets as needed)

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

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

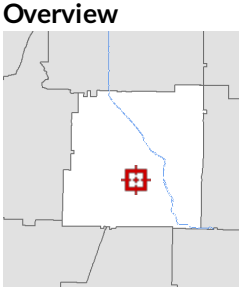
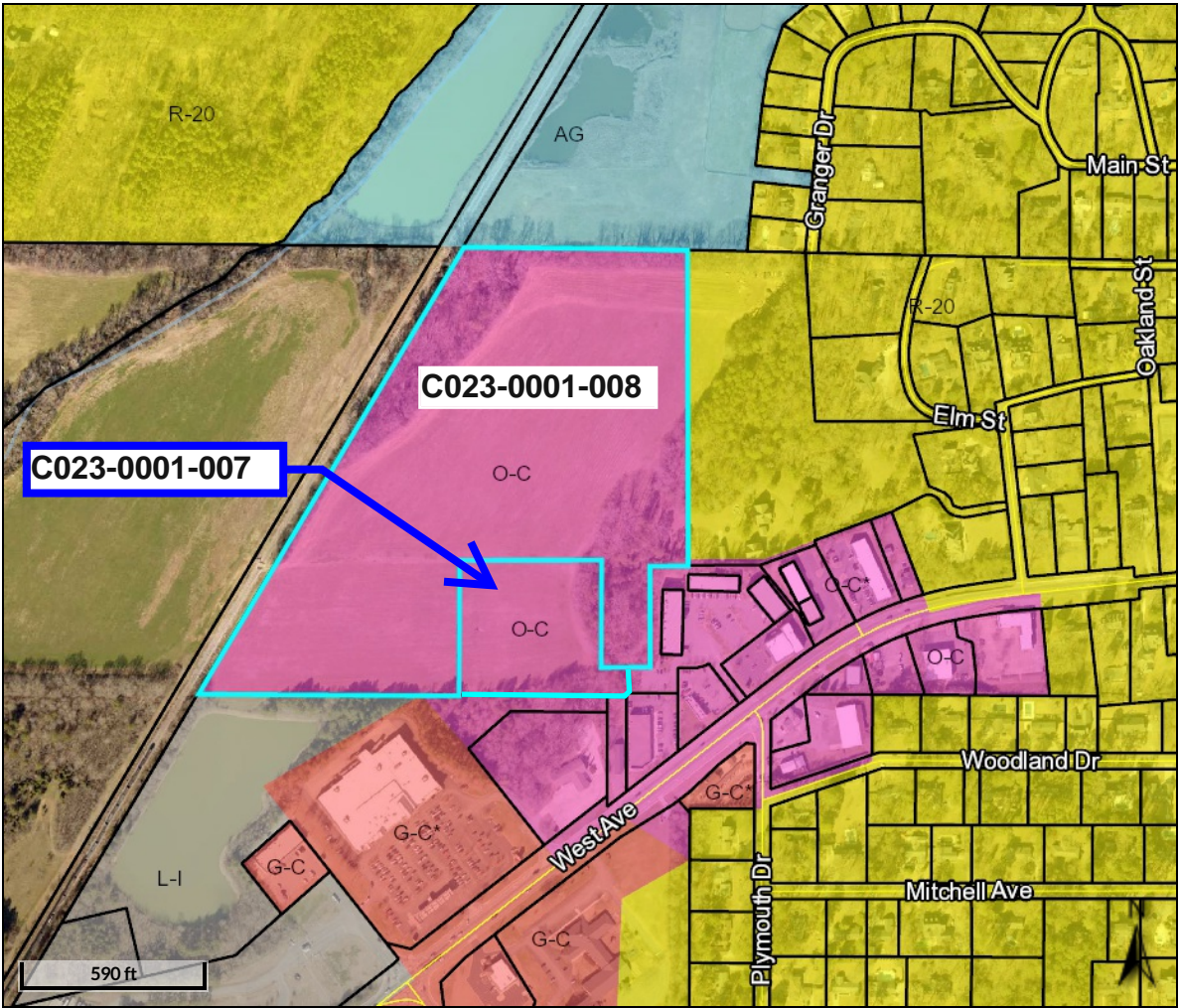
Requirements

- 1. Completed Application:** Include all signatures. Complete items 1, 2 and 3.

- 2. Filing Fee:** A non-refundable filing fee of \$400.00 must accompany the completed application.

- 3. Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of \$30.00 which covers the cost of the newspaper ad.

- 4. Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).



- 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	C023-0001-008	Alternate ID	44092	Owner Address	TILLMAN FAMILY LLLP
Sec/Twp/Rng	n/a	Class	Consrv Use		PO BOX 1341
Property Address	WEST AVE	Acreage	29.66		CARTERSVILLE, GA 30120-1341
District	Cartersville				
Brief Tax Description	LL521, 522 D4				

(Note: Not to be used on legal documents)

Date created: 10/5/2022
 Last Data Uploaded: 10/4/2022 10:39:43 PM
 Developed by Schneider
 GEOSPATIAL

Sec. 9.5. O-C Office/commercial district.

9.5.1. *O-C district scope and intent.* Regulations in this section are the O-C district regulations. The O-C district is intended to provide land areas for office and community oriented retail and service activities which compliment a transition into more intense activity areas as further described in section 3.1.18 of this chapter.

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

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

- Adolescent treatment facilities.
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive and truck sales or rental (properties fronting an arterial or major collector street only) (SU).*
- Automotive specialty shops.
- Barber shops.
- Beauty salons.
- Brewpub.
- Catering, carry-out and delivery.
- Clinics (excludes veterinary clinic).
- Clubs or lodges (noncommercial) (SU).*
- Construction contractors:
 - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Special trade contractors; including, but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Colleges and universities.
- Convenience stores.
- Dancing schools.
- Day care facilities.

- Delicatessens.
- Distillery (SU).*
- Financial establishments.
- Funeral homes (crematories may be allowed in conjunction with a funeral home with approval of a special use).*
- Group homes (SU).*
- Gymnasiums/health clubs.
- Halfway houses.
- Homeless shelters (SU).*
- Hospices.
- Hospitals.
- Hotels.
- Institutions of higher learning, business colleges, music conservatories, and similar institutions.
- Laboratories (medical and dental).
- Laundromats.
- Laundry/dry cleaning pick-up stations.
- Libraries.
- Medical offices (excludes veterinary).
- Microbreweries (SU).*
- Museums.
- Nursing home facilities.
- Offices, general.
- Office parks.
- Outdoor golf driving ranges.
- Parking garages.
- Parking lots.
- **Parks, private (SU)*** ←
- Pet grooming.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Plant nurseries.
- Printing establishments.
- Public utility facilities.
- Pubs or taverns.

**Add Private
Parks as
permitted use
with Special
Use Permit**

- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).*
- Research laboratories.
- Restaurants.
- Retail, general.
- Retail package stores (including liquor and malt beverages and/or wine sales) only in a multi-tenant shopping center development consisting of a minimum of five (5) business suites and additionally, that detached, stand alone, retail package stores shall not be permitted.
- Retirement centers (SU).*
- Reupholstery shop.
- Schools, private (SU).*
- Service stations.
- Stadiums.
- Theaters.
- Wholesale sales office.

* Special use approval required.

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

9.5.3. *Development standards.*

- A. *Height regulations.* Buildings shall not exceed a height of forty-five (45) feet or three and one-half (3½) 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 frontage:* One hundred ten (110) feet adjoining a street.
- F. *Minimum lot width at the building line:* One hundred ten (110) feet.
- G. *Minimum heated floor area per dwelling unit.*
- *3-bedroom:* Nine hundred (900) square feet.
 - *2-bedroom:* Seven hundred fifty (750) square feet.
 - *1-bedroom:* Six hundred (600) square feet.
 - *Studio/loft (in existing buildings):* Four hundred fifty (450) square feet.
- H. *Minimum buffer requirements.* In addition to required setbacks, a minimum twenty-foot wide buffer, five (5) feet of which can be within required setback, shall be required along all property lines which abut a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
- I. *Accessory structure requirements.* See section 4.9 of this chapter.

- J. *[Metal panel exterior.]* A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the O-C district with the exception that such materials may be used if finished with a product consisting of brick, stone, or hard-coat stucco.
- K. *[Air conditioning units and HVAC systems.]* Air conditioning units and HVAC systems shall be thoroughly screened from view from the public right-of-way and from adjacent properties by using walls, fencing, roof elements, or landscaping on multifamily and nonresidential properties.
- L. *[Gable or hip roofs.]* Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.
- M. *[Front building facade.]* The front building facade of all principal buildings shall be oriented toward street fronts or adjacent arterial street fronts.

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

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

(Ord. No. 01-13, § 10, 1-3-13; Ord. No. 02-18, § 4, 1-18-18; Ord. No. 34A-18, § 4, 12-6-18)

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.

Permitted in adjacent R-20 zoning district

* 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

Meeting: October 20, 2022 Item 6.

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.

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 IX-OFFICE-COMMERCIAL ZONING DISTRICT, SECTION 9.5.2 (A), PERMITTED USES, is hereby amended by deleting section (A) in its entirety and replacing it as follows:

- Adolescent treatment facilities.
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive and truck sales or rental (properties fronting an arterial or major collector street only) (SU).*
- Automotive specialty shops.
- Barber shops.
- Beauty salons.
- Brewpub.
- Catering, carry-out and delivery.
- Clinics (excludes veterinary clinic).
- Clubs or lodges (noncommercial) (SU).*
- Construction contractors:
 - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Special trade contractors; including, but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Colleges and universities.
- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).*
- Financial establishments.
- Funeral homes (crematories may be allowed in conjunction with a funeral home with approval of a special use).*
- Group homes (SU).*
- Gymnasiums/health clubs.
- Halfway houses.

- Homeless shelters (SU).*
- Hospices.
- Hospitals.
- Hotels.
- Institutions of higher learning, business colleges, music conservatories, and similar institutions.
- Laboratories (medical and dental).
- Laundromats.
- Laundry/dry cleaning pick-up stations.
- Libraries.
- Medical offices (excludes veterinary).
- Microbreweries (SU).*
- Museums.
- Nursing home facilities.
- Offices, general.
- Office parks.
- Outdoor golf driving ranges.
- Parking garages.
- Parking lots.
- **Parks, private (SU)***
- Pet grooming.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Plant nurseries.
- Printing establishments.
- Public utility facilities.
- Pubs or taverns.
- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).*
- Research laboratories.
- Restaurants.
- Retail, general.
- Retail package stores (including liquor and malt beverages and/or wine sales) only in a multi-tenant shopping center development consisting of a minimum of five (5) business suites and additionally, that detached, stand alone, retail package stores shall not be permitted.
- Retirement centers (SU).*
- Reupholstery shop.
- Schools, private (SU).*
- Service stations.
- Stadiums.
- Theaters.

- Wholesale sales office.
- * Special use approval required.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: October 20, 2022
SECOND READING: November 3, 2022

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z22-03. Carter Grove Blvd. Applicant: The Wasserman Group, LLC
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Zoning application to rezone, 48.124 +/- acres from Carter Grove P-D (Planned Development) to P-D (Planned-Development) for the construction of an age targeted, rental community. The rezoning removes the Carter Grove P-D zoning conditions and implements zoning conditions specific to the proposed development.</p> <p>The proposed development would construct (165) duplex and triplex homes with two and three bedroom configurations.</p> <p>Staff does not oppose the zoning proposal with conditions.</p> <p>Planning Commission recommended denial with a vote 5-1.</p>
LEGAL:	N/A

Application for Rezoning

City of Cartersville

Case Number Meeting 20, 2022 Item 7. 22-03

Date Received: 7-22-22

Public Hearing Dates:

Planning Commission 9-6-22 5:30pm 1st City Council 9-15-22 7:00pm 2nd City Council 10-6-22 7:00pm

Applicant The Wasserman Group, LLC Office Phone 770-874-8800
(printed name)

Address 4770SAtlantaRd. Suite200 Mobile/ Other Phone 404-895-7111

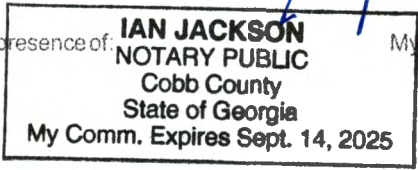
City Atlanta State GA Zip 30339 Email smw@wassermangroup.com

Stephen M. Wasserman Phone (Rep) 404-895-7111

Representative's printed name (if other than applicant) Email (Rep) smw@wassermangroup.com

[Signature] Representative Signature [Signature] Applicant Signature

Signed, sealed and delivered in presence of: IAN JACKSON My commission expires: 9/14/2025



Notary Public

* Titleholder Carter Grove (Atlanta) ASL I VI L L P. Phone 407-628-8488
(titleholder's printed name)

Address 923 N. Pennsylvania Avenue

Address Winter Park, FL 32789 Email adubill@avantprop.com

Signature [Signature]

Signed, sealed, delivered in presence of: My commission expires: 3/21/2026

Margaret Hill
Notary Public



P-D w/ Conditions (220 Max Units with Commercial) Requested Zoning No. Commercial P-D w/ Conditions (167 Units Max Commercial)

Acreage 51.268 Land/Lot(s) 954-955-991 District(s) 4th Section(s) 3rd

Location of Property: Carter Grove Blvd at Old Alabama Rd.
(street address, nearest intersections, etc.)

Reason for Rezoning Request: Requesting down-zoning due to difficult topography

(attach additional statement as necessary)

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

VIA: EMAIL

July 22, 2022

Mr. Randy Mannino
Planning and Development Director
City of Cartersville, Georgia
10 N Public Square
Cartersville, Georgia 30120

RE: Application for Rezoning - Application No.: _____
Applicant: THE WASSERMAN GROUP, LLC
Property Owner: CARTER GROVE (ATLANTA) ASLI VI, L.L.L.P.
Property: Approximately 48.124 acres, more or less, located in the 4th District, 3rd Section, Land Lots 991, 992, 954 as shown on the attached plat Exhibit "A", Parcel Number C107-0001-015, located at the southeast corner of Carter Grove Boulevard and Old Alabama Road in the Carter Grove Community, in the City of Cartersville, in the County of Bartow, Georgia

Dear Mr. Mannino

The Wasserman Group, LLC, (the "Applicant"), and the Property Owner set forth above (the "Owner"), in the referenced Application for Rezoning with regard to property located at the southeast corner of Carter Grove Boulevard and Old Alabama Road in the Carter Grove Community, in the City of Cartersville, Bartow County, Georgia (the "Property"), hereby submit this Application for Rezoning (the "Application") which, if the Application for Rezoning is approved, as submitted, shall become a part of the grant of the requested zoning and shall be binding upon the Property.

This Application for Rezoning is requested because the existing P-D zoning ordinance governing the Property (Ordinance No. 23-06 in Petition Z06-07, adopted May 4, 2006), allowed multiple uses pursuant to the rules and regulations for zoning district M-U as then shown in the City of Cartersville Zoning Ordinance, Article IX, Section 9.1., including up to 220 residential units and an unspecified amount of commercial space in an unspecified number of buildings, and the Applicant is significantly reducing the number of housing units and eliminating the commercial component.

It is our intent to develop the Property as follows:

- (1) Applicant seeks rezoning of the Property from the existing zoning category "P-D with Conditions" to "P-D with NEW Conditions", generally in accordance with the site plan submitted herewith prepared for the Applicant by Stephensen Engineering, Inc. dated July 20, 2022. A reduced copy of the Site Plan is attached hereto for ease of reference as Exhibit "A" and incorporated herein by reference.
- (2) The Property consists of a total of 48.124 acres, and is proposed as a high-quality residential community containing a maximum of one hundred sixty-seven (167) units in the P-D designation/category. The Applicant does not intend to include any commercial structures or commercial space.
- (3) The maximum density shall be no more than 3.5 units per acre.
- (4) All setbacks and building standards shall be in compliance with the P-D ("Planned Development") zoning requirements.
- (5) All residential buildings shall have a maximum building height of no more than 35 feet.
- (6) All residences shall have a minimum of 1,000 square feet of heated and cooled living space and shall be either one-bedroom, two-bedroom, or three-bedroom units. Applicant agrees that no

VIA: EMAIL

Mr. Randy Mannino
Planning and Development Director
City of Cartersville, Georgia
Zoning Application
July 22, 2022
Page 2

garage area within any of the units will be converted to heated or cooled living space.

- (7) All other requirements of the P-D Zoning Category shall be met.
- (8) The Project shall consist of single, duplex and tri-plex buildings and shall be “Traditional”, “Coastal”, and “Craftsman” in style and architecture, with exterior materials consisting of brick, stone, stacked stone, cedar shake, hardly-plank, board and batten, and combinations thereof and shall be substantially similar to the homes depicted in the elevations attached collectively as Exhibit "B" and incorporated herein by reference.
- (9) Street lighting within the proposed community shall be environmentally sensitive, decorative, and themed to the architecture and style of the residences, as offered by the power provider.
- (10) Amenities for the community shall be both active and passive consisting of a clubhouse/community center, a swimming pool, multiple pickle-ball courts, gathering areas, pocket parks and green space areas, community gardens, and extensive walking trails.
- (11) All streets and alleyways within the proposed residential community shall be private with the construction complying in all respects as to materials, base, and other requirements to the Cartersville and Bartow County Building Codes; and, at Applicant's option, the community may be gated in compliance with all applicable Cartersville and Bartow County Codes, Standards, and Ordinances.
- (12) All setbacks, landscape, and buffer areas may be penetrated for purposes of fencing, access, utilities, and stormwater management; including, but not limited to, drainage and detention facilities, utilities, and any and all slopes or other required engineering features of the foregoing. Any disturbed area shall be restored with comparable plantings, in accordance with the approved and submitted Landscape Plan, and as allowed by the City of Cartersville or any utility provider.
- (13) Applicant agrees to the creation of a mandatory homeowners’ association which shall be responsible for architectural controls of the residences within the proposed community; as well as the upkeep and maintenance of the entrance area, signage, all common areas, amenity area, pocket parks, mail kiosk, and private streets contained within the proposed residential community .

We believe the requested zoning is an appropriate use of the Property while taking into consideration the existing conditions of the Property, the area surrounding the proposed development, and the need in the City of Cartersville for the proposed development. The community will be a high-quality development and shall provide a much-needed and highly sought-after type of living environment within the City.

Thank you for your consideration in this request.

THE WASSERMAN GROUP, LLC

Stephen M. Wasserman
Chief Executive Officer

REQUIREMENTS FOR FILING AN APPLICATION FOR REZONING CITY OF CARTERSVILLE, GA

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

Requirements

1. **Completed Application:** Include all signatures. If multiple owners are involved in the rezoning petition, each owner must fill out an individual application, though only a single filing fee is required per property. The application and all associated documents must be submitted no later than the established filing deadline date. Associated documents should include or demonstrate:

- a. **Existing conditions**

- THE SITE IS CURRENTLY WOODED AND GENERALLY UNDISTURBED.

- b. **Proposed conditions or project:**

- THE PROPOSED PROJECT IS A DOWN-ZONE FROM THE EXISTING IN-PLACE ZONING. THE ORIGINAL DEVELOPER OF THE CARTER GROVE PROJECT OBTAINED A ZONING DESIGNATION FOR THIS TRACT OF "PD WITH CONDITIONS." UNFORTUNATELY, THE SITE'S CONDITIONS WILL NOT ALLOW THE APPROVED "CONDITIONS" (220 DWELLING UNITS AND A LIMITED AMOUNT OF COMMERCIAL SPACE) TO BE BUILT.

- THE SITE HAS EXTREMELY GRADES, EX., IN SOME AREAS WITH 2:1 THROUGH 1:1 SLOPES, WITH A GENERAL LOW-POINT OF THE SITE AT APPROXIMATELY 700' TO A HIGH POINT OF APPROXIMATELY 930'. ACCORDINGLY, THE APPLICANT IS ASKING THAT THE EXISTING "CONDITIONS" BE CHANGED TO THE FOLLOWING: INSTEAD OF A MAXIMUM OF 220 UNITS, WE ARE REQUESTING A MAXIMUM OF 167 UNITS. IN ADDITION, WE DO NOT INTEND TO BUILD ANY COMMERCIAL OR OFFICE STRUCTURES. THUS, OUR PROPOSED ZONING REQUEST IS PD WITH "NEW CONDITIONS" WHICH ARE LESS DENSE AND IMPACTFUL THAN THE EXISTING ZONING AND CONDITIONS.

- c. **Confirmation of availability of all public utilities –**

- AVAILABILITY LETTERS ATTACHED

- d. **Project meets the proposed zoning district development standards:**

- THE PROPOSED PROJECT MEETS OR EXCEEDS ALL P-D ZONING DISTRICT DEVELOPMENT STANDARDS

- e. **Project meets the access requirements of the City's development regulations.**

- THE PROPOSED PROJECT MEETS THE ACCESS REQUIREMENTS OF THE CITY'S DEVELOPMENT REGULATIONS.

2. Boundary Survey/Plat: Include a copy of the boundary survey/plat which shall include the metes and bounds description. Please indicate property lines with dimensions, location of buildings and other structures, north arrow, scale, street numbers, lot and/or parcel numbers, and locations of setback lines or other dimensional requirements.

BOUNDARY SURVEY/PLAT ARE ATTACHED AS "EXHIBIT A".

3. Campaign Disclosure: The Campaign Disclosure Report For Rezoning Actions (attached) must be included with the application.

COMPLETED CAMPAIGN DISCLOSURE REPORT ATTACHED.

4. Adjacent Property Owners: Provide a list of all current owners of record for properties located immediately adjacent to or directly across a public street or railroad right-of-way from the subject property. (Form attached). See also Item 6 below.

5. Filing Fee: A non-refundable filing fee of \$400.00 must accompany the completed application.

6. Public Notice Fee (Optional): The applicant may choose to have city staff prepare and manage the public notification process outlined in **item 7** below. If this option is requested, there is an additional, non-refundable fee of \$50.00 which covers the cost of the newspaper ad, and the costs of printing, printing supplies, postage and proof of mailing.

THE APPLICANT ELECTS TO HAVE CITY STAFF PREPARE AND MANAGE THE PUBLIC NOTIFICATION PROCESS OUTLINED IN ITEM 7 BELOW. A CHECK FOR \$50.00 IS ATTACHED.

7. Public Notification: The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 6** above:

- a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

- b. The applicant, either in person or by first class mail, shall notify **each owner**

of property adjoining and directly across a street from the property requesting rezoning. A copy of the notice and proof of mailing shall be provided to the Zoning Administrator. If mailing via USPS, it is recommended to use a Certificate of Mailing form or send via Certified Mail. The Certificate of Mailing form is PS3877 and can be found on the U.S. Post Office website.

If notice of said application and hearing is given in person, the applicant shall furnish to the Zoning Administrator, prior to the scheduled hearing, an acknowledgment of the notice, signed and dated by the person receiving notice and witnessed by an individual other than the applicant. Said notice shall be given no later than ten (10) days prior to the date of the scheduled Planning Commission meeting.

**CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS**

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

Date of Application: JULY 22, 2022

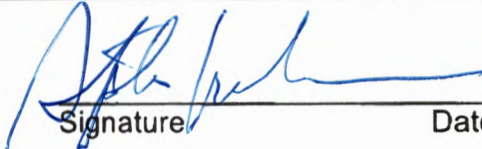
Date Two Years Prior to Application: JULY 22, 2020

Date Five Years Prior to Application: JULY 22, 2017

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

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

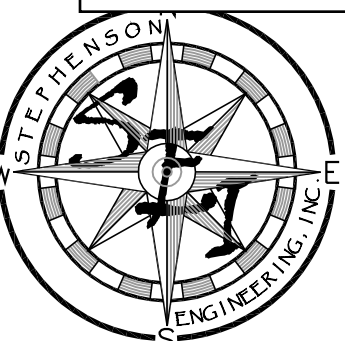

7/22/2022

Signature
Date

Stephen M. Wasserman
Print Name

CONSTITUTIONAL OBJECTION TO FAILURE TO GRANT APPLICATION

For the record, the Applicant, as required by law, sets forth its constitutional objection to any failure to grant this application. Failure to grant the requested rezoning would constitute a taking of property without just and adequate compensation and without due process of law in violation of the Fourteenth Amendment to the United States Constitution and Article 1, Section 1, Paragraph 1 and Article 1, Section III, Paragraph 1 of the Constitution of Georgia. A denial of the requested rezoning would be unconstitutional and discriminate in an arbitrary and capricious manner between the Applicant and owners of similarly situated property in violation of Article 1, Section III, Paragraph III of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. Such would deprive the Applicant of its liberty and property rights. Such a denial would not subsequently advance legitimate state interests, but would cause the Applicant significant detriment.



STEPHENSON ENGINEERING, INC.

CIVIL ENGINEERING,
LAND PLANNING &
DEVELOPMENT CONSULTING
P.O. BOX 3088
110 N. TENNESSEE ST., SUITE D
CARTERSVILLE, GEORGIA 30120
PHONE: (770) 382-0457
FAX: (770) 387-0543
EMAIL: STEPHENSONENG@YAHOO.COM
PHONE: (770) 382-2907
FAX: (770) 382-3742

REVISION	DATE



ENGINEER GSWCC# 0000020715
THE HOLDER OF THIS DOCUMENT WAIVES ALL CLAIMS AGAINST STEPHENSON ENGINEERING, INC. REGARDING ANY UNAUTHORIZED CHANGES OR REUSE OF THIS DOCUMENT. THE DOCUMENT IS AN INSTRUMENT OF SERVICE OF STEPHENSON ENGINEERING, INC. (OR SUBTENDERS) AND RETAINS ALL RIGHTS OF COMMON LAW, STATUTE AND COPYRIGHT THEREIN.

OWNER/DEVELOPER:
The Wasserman Group, LLC
4770 South Atlanta Road, Suite 200
Atlanta, GA 30339
24-hr Contact: Stephen M. Wasserman
Phone: 404-895-7111
email: smw@wassermangroup.com

The Starlite-Cartersville
Located in Lots 952, 953, 950, 951, 1026 & 1027
4th District, 3rd Section
City of Cartersville, Bartow County, Georgia

PROJECT# 22-051 DATE 7-20-22

SHEET TITLE
Rezoning Plan

SHEET NO.
1

SITE DATA:

OWNER/DEVELOPER: THE WASSERMAN GROUP, LLC
4770 SOUTH ATLANTA ROAD, SUITE 200
ATLANTA, GA 30339
24 HR CONTACT: STEPHEN M. WASSERMAN
PHONE: 404-895-7111
email: smw@wassermangroup.com

ENGINEER: STEPHENSON ENGINEERING, INC.
P.O. BOX 20888
CARTERSVILLE, GEORGIA 30120
PHONE: (770) 382-7877
FAX: (770) 382-3742

BOUNDARY SURVEYOR: SMITH AND SMITH LAND SURVEYORS
2 SOUTH AVENUE
CARTERSVILLE, GEORGIA 30120
PHONE: (770) 382-0457
FAX: (770) 387-0543

TOPOGRAPHIC INFORMATION: BARTOW COUNTY GIS
112 WEST CHEROKEE AVE, SUITE 300
CARTERSVILLE, GA 30120
PHONE: (770) 607-6184
FAX: (770) 387-5027

SITE AREA: +/- 48.124 ACRES (INCLUDES SLOPE EASEMENT)

PARCEL: C107-0001-015

PROPOSED ZONING: P-D WITH CONDITIONS

CURRENT ZONING: P-D

FLOOD NOTE: A PORTION OF THIS TRACT OF LAND DOES NOT LIE WITHIN THE 100 YEAR FLOOD INTERMEDIATE FLOOD ZONE AS PER FEMA COMMUNITY PANEL #13015C0355, LAST REVISED OCTOBER 5, 2018.

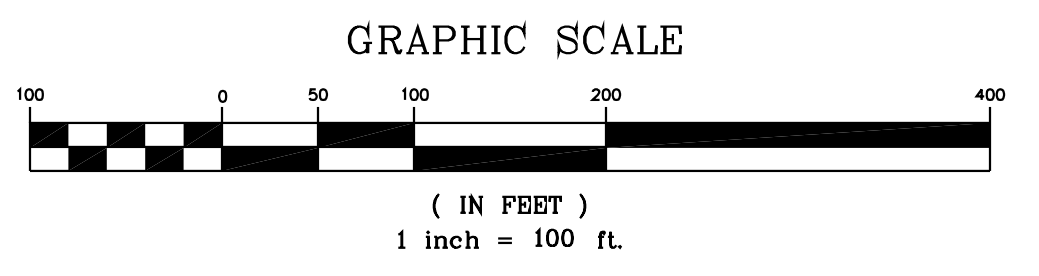
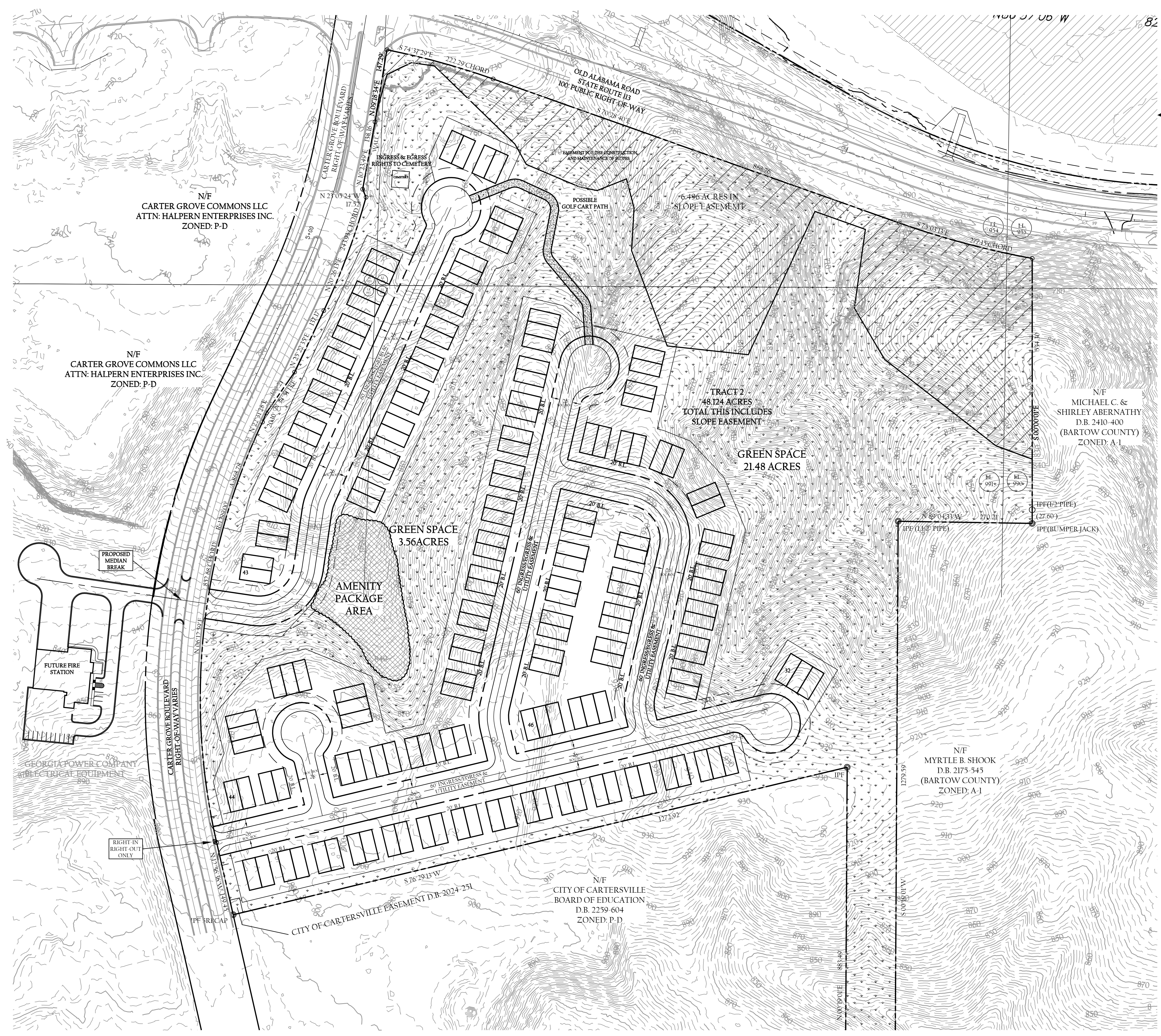
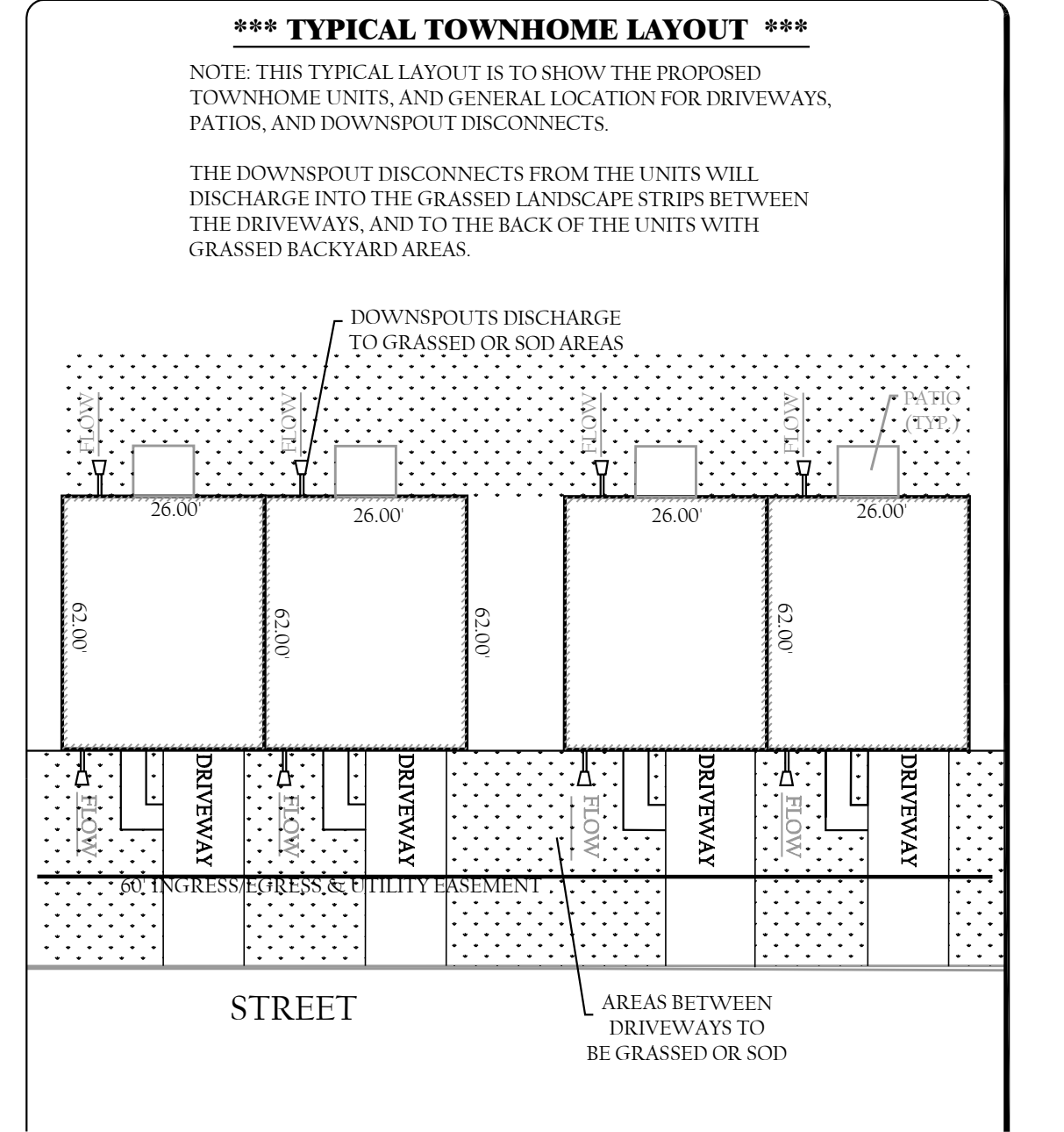
DEVELOPMENT STANDARDS:

TOTAL TOWNHOMES	165
TOWNHOUSE/ATTACHED	2,000 SQUARE FEET MINIMUM AREA PER BUILDING
MINIMUM LOT WIDTH	20 FEET
MINIMUM FRONT YARD	20 FEET
MINIMUM STREET FRONTAGE	10 FEET
MINIMUM SIDE YARD	10 FEET
MINIMUM REAR YARD	20 FEET
MAXIMUM HEIGHT	BUILDINGS SHALL BE NO HIGHER THAN THIRTY-FIVE (35) FEET OR 2.4 STORIES, WHICHEVER IS HIGHER.
OPEN SPACE	20% OPEN SPACE REQUIRED 20% REQUIRED - 48.124 ACRES x 0.20 = 9.62 ACRES PROVIDED: 25.04 ACRES (52%)



LOCATION MAP

GREENSPACE AREA
20% REQUIRED = 48.124 ACRES x 0.20 = 9.62 ACRES
PROVIDED: 25.04 ACRES (52%)



Z06-07

EXHIBIT A

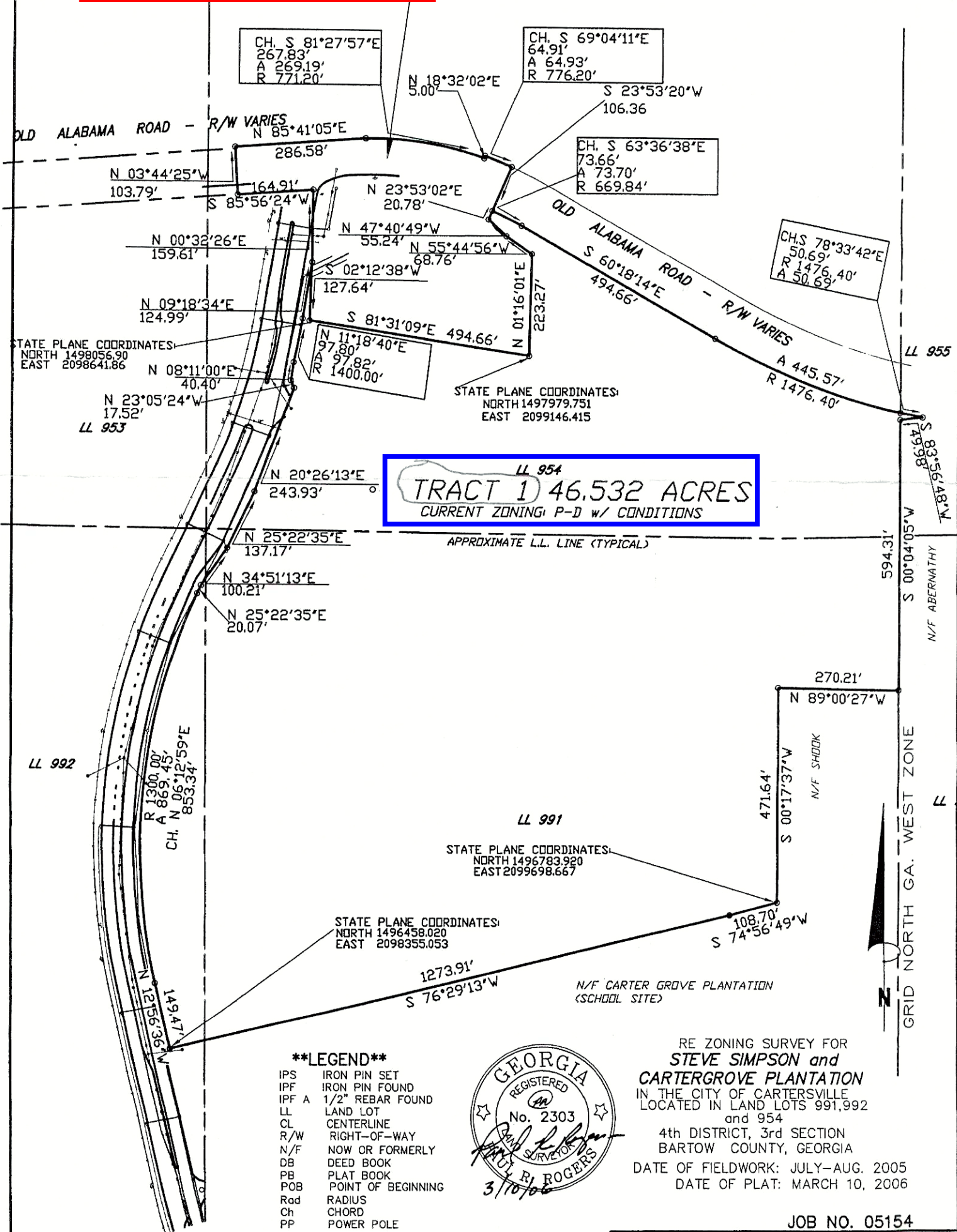
****SURVEYOR'S CERTIFICATE**

Meeting: October 20, 2022 Item 7.

Ord. 23-06

It is hereby certified that this plat is true and correct and was prepared from an actual survey by me or under my supervision; that all monuments shown thereon actually exist and their size, type, and shape are correctly shown. The field data upon which this plat is based was collected using a 5 second electronic total station theodolite and has a closure precision of one foot in +18,800 feet and an angular closure of 09 seconds per angle point, and was not adjusted. This plat has been calculated for closure and found to be accurate within one foot in +300,000 feet.
1/2 INCH REBAR TO BE SET AT ALL CORNERS UPON APPROVAL OF THIS PLAT

TRACT 2 4.813 ACRES
CURRENT ZONING: D-C w/ CONDITIONS



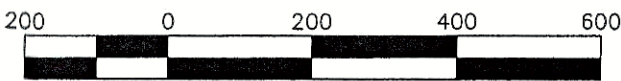
TRACT 1 46.532 ACRES
CURRENT ZONING: P-D w/ CONDITIONS

- **LEGEND****
- IPS IRON PIN SET
 - IPF IRON PIN FOUND
 - IPF A 1/2" REBAR FOUND
 - LL LAND LOT
 - CL CENTERLINE
 - R/W RIGHT-OF-WAY
 - N/F NOW OR FORMERLY
 - DB DEED BOOK
 - PB PLAT BOOK
 - POB POINT OF BEGINNING
 - Rad RADIUS
 - Ch CHORD
 - PP POWER POLE



RE ZONING SURVEY FOR
STEVE SIMPSON and
CARTER GROVE PLANTATION
 IN THE CITY OF CARTERSVILLE
 LOCATED IN LAND LOTS 991, 992
 and 954
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA
 DATE OF FIELDWORK: JULY-AUG. 2005
 DATE OF PLAT: MARCH 10, 2006

JOB NO. 05154



Scale 1" = 200'

RHODES ENGINEERING SERVICES, INC
CIVIL ENGINEERS AND LAND SURVEYORS
 645 HENDERSON DRIVE, SUITE 2
 CARTERSVILLE, GA 30120
 PHONE 770-386-7616 FAX 770-386-7617

EXHIBIT - 51.345 ACRES



July 20, 2022

Kevin Stephenson
Stephenson Engineering, Inc.
P.O. Box 201088
Cartersville, GA 30120

Re: The Starlite – Cartersville Water & Sewer Availability

Dear Mr. Stephenson:

The Bartow County Water Department (BCWD) has prepared this correspondence at your request regarding the Starlite – Cartersville residential development located within the Carter Grove Subdivision within the City of Cartersville and serviced by the BCWD for both water and sewer services.

BCWD currently has an existing 14-inch DIP water main available within the right-of-way of Carter Grove Boulevard to connect to; however, until BCWD completes the waterline upgrade project along Old Alabama Road, the water demands necessary to meet the development’s needs may not be achieved.

Phase 3 of this waterline project, which will continue the installation of the waterline from Bates Road to Douthit Ferry, is currently out for bid. The current estimated completion date for Phase 3 is estimated to be 15 months from the date of this letter. This is an approximate time for completion, and this could change, for better or worse, based on GDOT’s road work schedule and supply chain issues associated with the materials.

Based upon the expectation of this completion date, the BCWD is willing to review and approve development plans for the Starlite – Cartersville project. Final Plats will only be approved by BCWD for lots that are within maximum allowed service distances from hydrants that achieve the City of Cartersville’s fire flow requirements of 1,000-GPM during “As-Built” 24-hour fire flow tests. The “As-Built” flow tests shall be required to be submitted to BCWD and the City of Cartersville Fire Department at the time of any final plat submission for review and consideration.

Additionally, there is an existing 15-inch PVC sanitary sewer line within the right-of-way of Carter Grove Boulevard available from the Bartow County Water Department. Adequacy of capacity must be confirmed and approved based upon submission of development drawings along with anticipated design usage and flows from the developer and the information in this letter is valid for a term no greater than 180 days from the above indicated date of this service availability statement. The information provided is renewable provided said project is moving forward and renewal request is submitted in writing prior to expiration. This request must also include the status of the project and expected construction schedule of the required infrastructure. Furthermore, this letter is not a statement of capacity reservation. Capacity reservation is provided upon plan approval by the Bartow County Water Department.

I hope this correspondence outlines the ability to obtain a development permit for the property while the BCWD water main project is completed along Old Alabama Road. Should you have any questions following your review of this correspondence, please contact me at (770) 387-5169.

Sincerely,

Daniel Manny

Daniel B. Manny, P.E.
Assistant Director - Bartow County Water

Cc: Lamont Kiser, P.E. – Director
Gerardo Becerra, P.E. – Project Engineer
Project File – Starlite - Cartersville

General Specifications and Renderings

Property Name: THE STARLITE - CARTERSVILLE
 Address: Parcel C107-0001-015, Carter Grove Community, LL 951, 952, 954
 Maximum Number of Units Requested: 167
 Parcel #: Condominium with Individual Parcels
 Minimum Area Per Building: 2,000 sq. ft. (Two Unit Building)
 Total Number of Buildings: 85 (includes clubhouse)
 Metering: Individual
 HVAC: Individual (Ground Mounted)
 Hot Water: Individual
 Exterior: Variety of Painted Brick, Stone, Smooth Hardie Plank Siding
 Roof: Pitched with Asphalt Shingles
 Flooring: Vinyl or Wood Laminate
 Windows: Wood frame, double hung (divided lites)
 Siding: All front elevations to be brick painted in white or light colors
 Doors: Wood 8' entry door.
 Steel Garage door with Lites.
 Decorative interior six panel or similar doors
 Kitchens: Granite, Quartz or similar countertops
 Stainless steel appliances
 Laminated or similar flooring
 Large island with high-top seating
 Decorator cabinets
 Other Features: Fenced Backyard Where Possible
 Roll-in Shower with Tile Surrounds
 Washer | Dryer Provided

COMMUNITY FEATURES

Amenities: 1 Clubhouse
 Pickleball Courts (at least 2)
 Zero entry pool
 Indoor and Outdoor Entertainment Areas
 Business Center with Wi-Fi
 Lawn Service
 Optional Concierge Services
 Gated Access with Neighborhood Surveillance Cameras
 Dog Park
 Parking: All units with minimum 1 car garage and 1 space on apron
 Average SF: 1,400 S.F.
 Gross Acreage: 48.124 acres
 Density: 3.47/acre
 Greenspace required: 9.62 Acres

The Starlite – Cartersville
General Specifications

Meeting: October 20, 2022 Item 7.

Greenspace provided: 25.44 Acres

DEVELOPMENT TEAM:

Developer: The Wasserman Group, LLC, Atlanta, GA

Contractor: David Sinclair, Marietta, GA

Architect: Jeffrey Wren, Earthstation Architecture, Decatur, GA

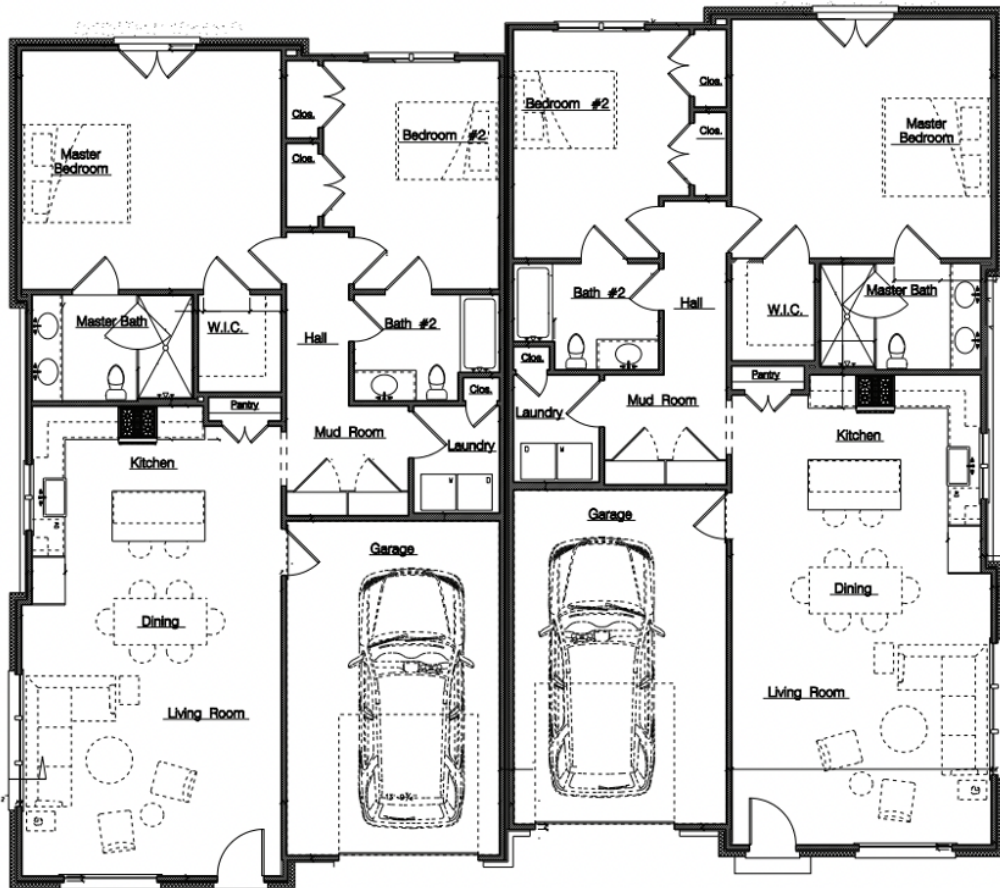
Architect: Lane Rick, Office of Things, Brooklyn, NY

Civil Engineer – Kevin Stephenson, Stephenson Engineering, Inc., Cartersville, GA

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PROTOTYPICAL ELEVATIONS

THE VICEROY



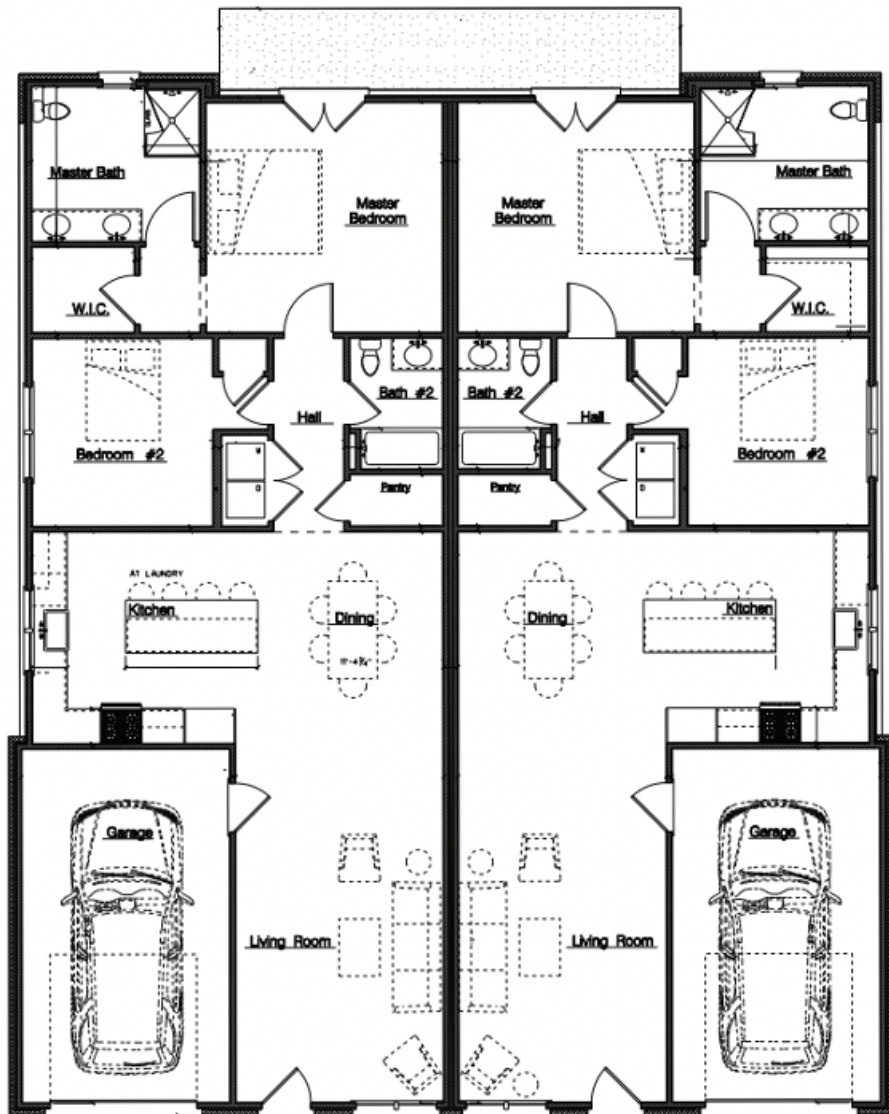
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LEFT SIDE "VICEROY" UNIT

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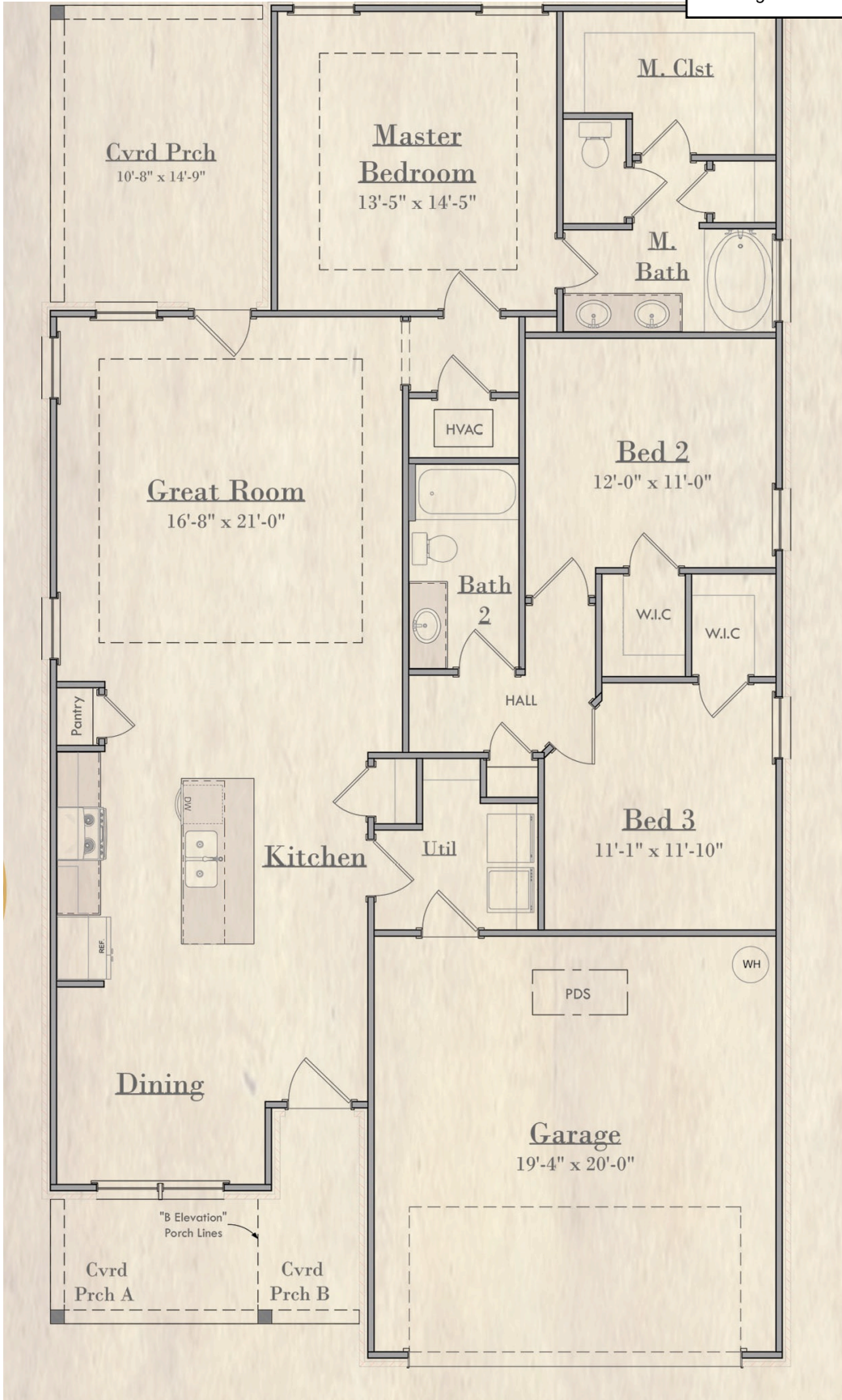
The Evergreen



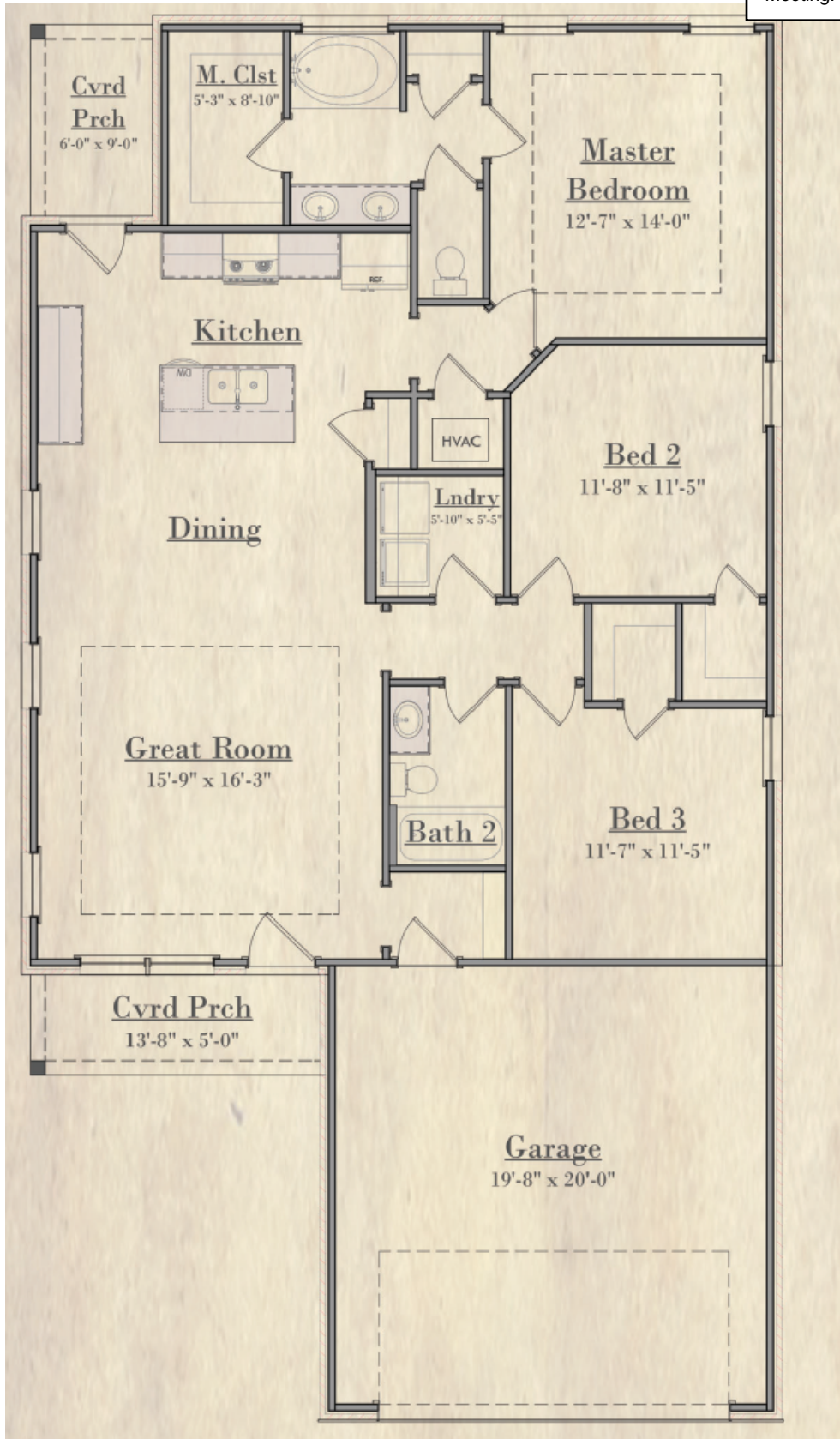


RIGHT SIDE OF "EVERGREEN" UNIT

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1660 S.F.



1452 S.F.

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 21-22
Petition No. Z22-03

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Carter Grove (Atlanta) ASLI VI. Property is located at Carter Grove Blvd. @ Old Alabama Rd. Tqax ID C107-0001-015. Said property contains 48.124 acres located in the 4th District, 3rd Section, Land Lots 953, 954, 991, and 992 as shown on the attached plat Exhibit "A". Property is hereby rezoned from P-D (Carter Grove P-D per Z06-07) to P-D (Planned Development). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 15th day of September, 2022.
ADOPTED this the 6th day of October, 2022. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU22-03. 315 Industrial Park Rd. Applicant: Cash Environmental Resources, LLC.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Special Use permit request to allow a Waste Transfer Station at 315 Industrial Park Rd for municipal waste and construction debris. Zoning is Heavy Industrial. The applicant, Cash Environmental, was also a partner with Envicare, LLC who were approved for a similar special use permit on adjacent property at 375 Industrial Park Rd in 2019, SU19-07.</p> <p>Planning Commission recommends approval (4-1) with the following conditions:</p> <ol style="list-style-type: none"> 1. No bare permeable ground conditions on the Premises. All grounds on the premises shall be covered with asphalt, concrete or crusher run base. 2. All buildings shall be 3-sided metal buildings with walls that extend from the ceiling to the floor. Buildings shall have opening facing away from Goolsby property (C061-0001-005). 3. All buildings must have concrete floors that can easily be drained and cleaned. 4. Wash water shall be collected in detention pond before entering undisturbed area behind facility. 5. All structures will be constructed with an overhead vapor ducting system to spray odor eliminators (ecosorbindustrial.com) that shall spray continuously while the facility is open and operating. 6. Ten foot (10’) undisturbed buffer along east property line with Goolsby property (C061-0001-005).
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU22-03**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Cash Environmental Resources LLC (Kevin Cash)**

Representative: **Brandon Bowen, Esq.**

Property Owner: **3S Investments, LLC**

Property Location: **315 Industrial Park Rd.**

Access to the Property: **Industrial Park Rd.**

Site Characteristics:

Tract Size: Acres: **5** District: **5th** Section: **3rd** LL(S): **201**

Ward: **6** Council Member: **Taff Wren**

LAND USE INFORMATION

Current Zoning: **H-I (Heavy Industrial)**

Proposed Zoning: **H-I (Heavy Industrial)**

Proposed Use: **Trash Transfer Station**

Current Zoning of Adjacent Property:

North: **H-I (Heavy Industrial)**

South: **County A1 (Agriculture) & County I-2 (Heavy Industrial)**

East: **H-I (Heavy Industrial)**

West: **H-I (Heavy Industrial)**

The Future Development Map designates the subject property as: **Workplace Center.**

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

2. City Department Comments:

Electric: Takes no exception

Fibercom: Takes no exception

Fire: Cartersville Fire Department takes no exceptions to the special use request for property located at 315 Industrial Park Rd provided all adopted codes and ordinances of the city of Cartersville are followed.

Gas: Takes no exception

Public Works: Public Works does not oppose the special use permit.

Water and Sewer: Bartow County Water & Sewer service area.

3. Public Comments:

8/24: Brenda Goolsby, owner, 329 Industrial park Rd. General Questions. Application provided. SU19-07 application and supporting documents also provided via email.

4. Special Use Review

The applicant, Cash Environmental Resources LLC, is requesting a Special Use permit for property identified as 315 Industrial Park Rd (315) in compliance with the zoning requirements for a Waste Transfer Station in the H-I (Heavy Industrial) zoning district. The applicant is proposing a municipal and construction/ demolition waste transfer facility.

In 2019, the applicant in partnership with Regulated Services, LLC, received a special use permit to operate a municipal waste, construction waste and pharmaceutical waste processing and transfer station on the adjacent property at 375 Industrial Park Rd (375). After the permit approval and in consideration of their business needs, the parties agreed that more space should be given to the municipal waste and construction debris operations. The applicant is planning to relocate the municipal and construction waste operations approved with SU19-07 from the 375 site to the 315 site.

Currently, the site is undeveloped and wooded. There is floodplain present on the southern half of the property and the flood ordinance requirements will have to be met.

Per the conceptual site plan, two new structures, 9,600sf. each, are proposed. No encroachment of the floodplain on the southern half of the property is expected. Site development will be addressed during plan review.

GA EPD also has regulatory oversight over this type of operation.

There are no additional Special Use Standards for a Waste Transfer Station beyond the basic standards addressed in the application.

The operation seems appropriate for the H-I zoning district and location.

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. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 - 1. The effect of the proposed activity on traffic flow along adjoining streets;
 - 2. The availability, number and location of off-street parking;
 - 3. Protective screening;
 - 4. Hours and manner of operation of the proposed use;
 - 5. Outdoor lighting;
 - 6. Ingress and egress to the property; and
 - 7. Compatibility with surrounding land use.

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

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 Industrial Park Rd. is expected. There will be an increase truck traffic once the facility is operational.

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

How Standard #2 has / will be met: Sufficient space exists on site for employee/ client parking.

Standard #3: Protective screening.

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

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: The business would operate (2) overlapping shifts, Mon. – Fri., 6am – 8pm.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: No changes to existing conditions required. New lights may be needed for new buildings and will be addressed during plan review.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Primary access is via Industrial Park Rd.

Standard #7: Compatibility with surrounding land use.

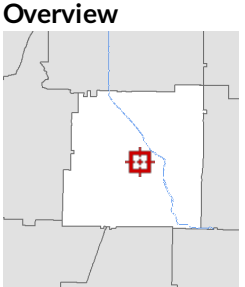
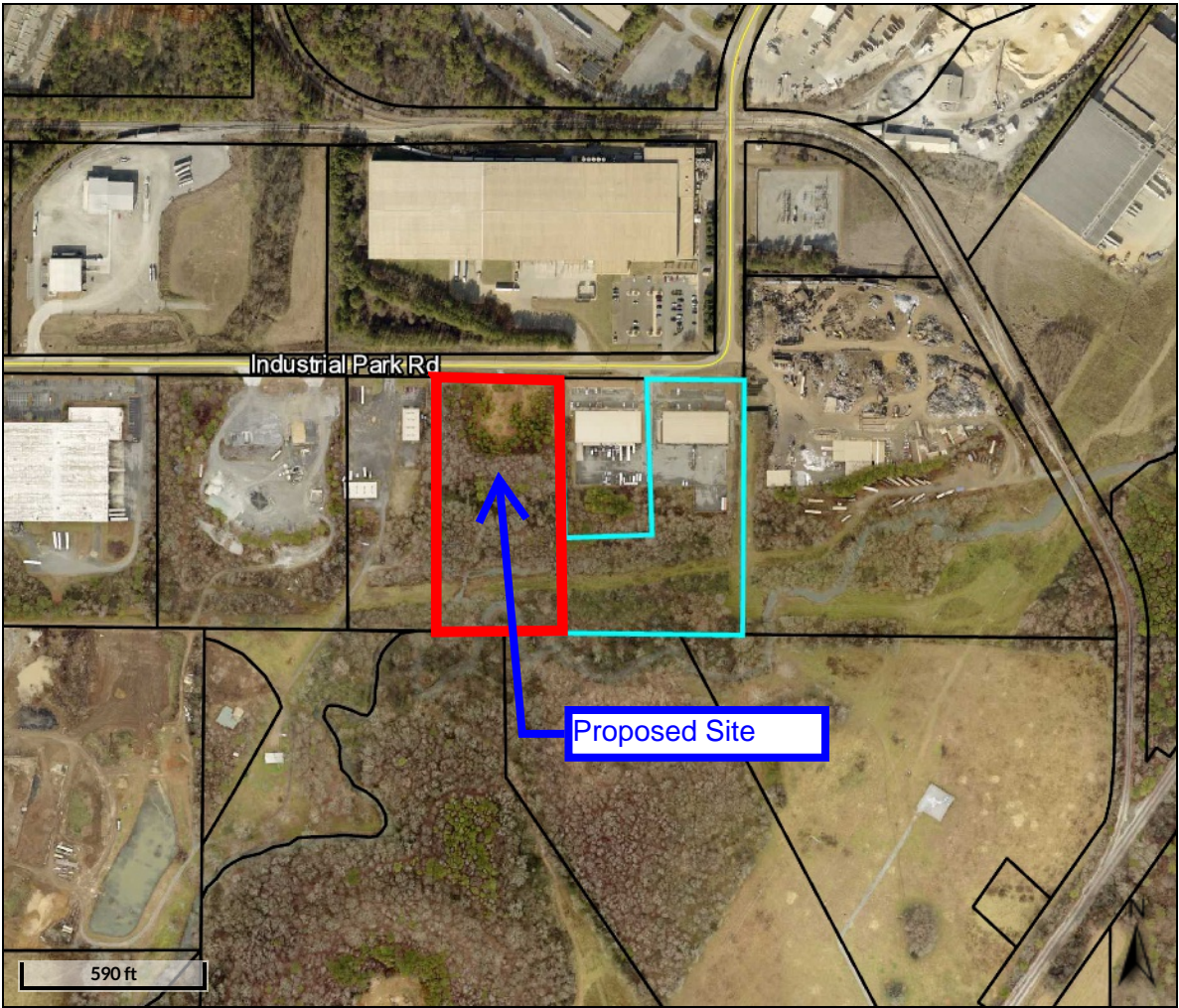
How Standard #7 has / will be met: No negative impact to adjacent properties is expected. Brenda Goolsby, owner, 329 Industrial park Rd. did call the P&D office to request information on the application. The application was provided. Two office/warehouse buildings exist on this property with direct driveway access to Industrial Park Rd.

The properties to the south will be buffered approx. 300ft by the flood plain area.

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.



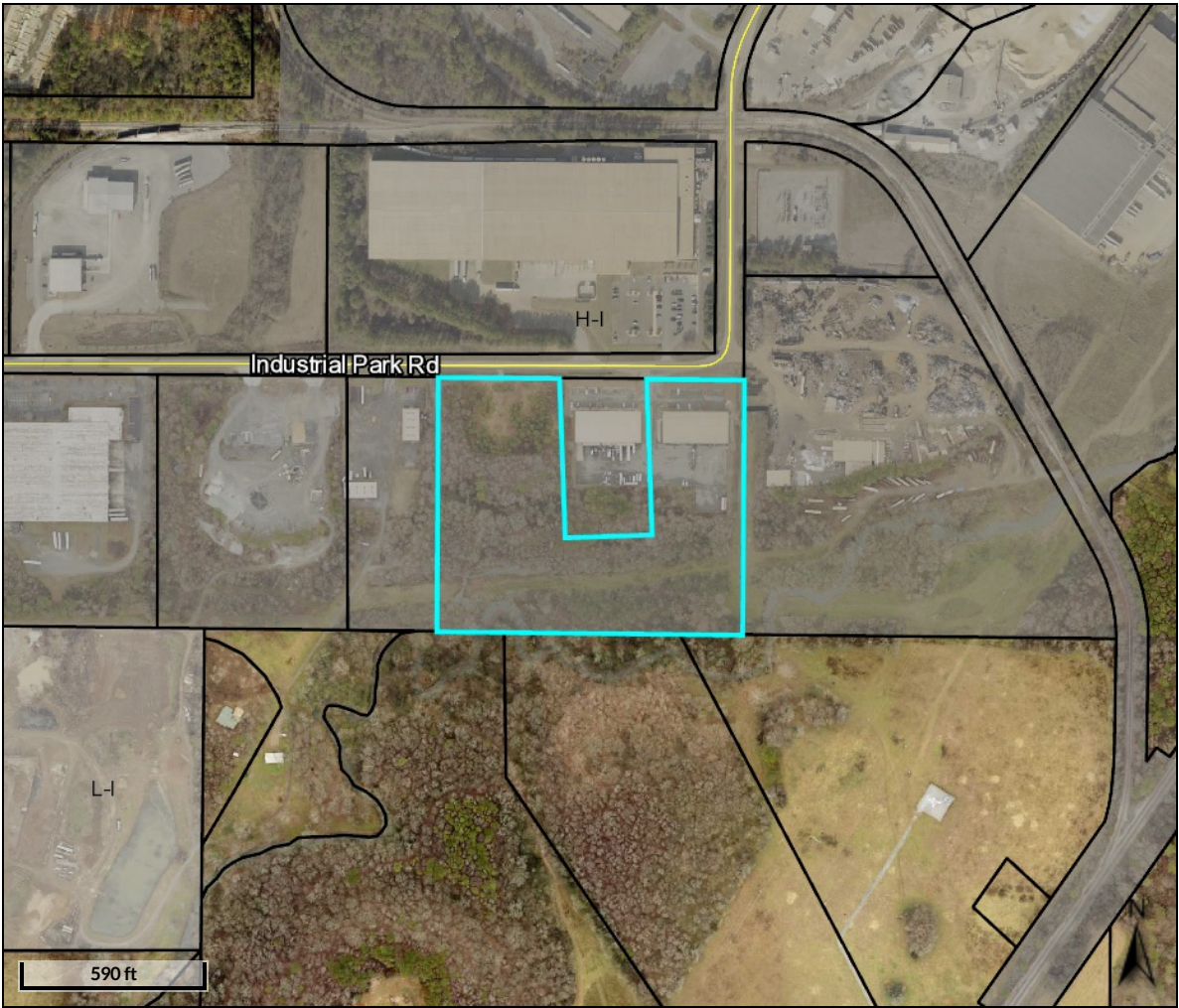
Legend
 □ Parcels
 — Roads

Parcel ID	C061-0001-004	Alternate ID	36680	Owner Address	3S INVESTMENTS
Sec/Twp/Rng	n/a	Class	Industrial		PO BOX 4087
Property Address	315 INDUSTRIAL PARK RD	Acreeage	14.28		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 201 D 5				

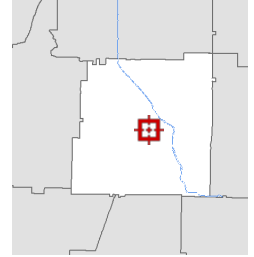
(Note: Not to be used on legal documents)

Date created: 7/27/2022
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Developed by Schneider
 GEOSPATIAL



Overview



Legend

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

Parcel ID C061-0001-004
Sec/Twp/Rng n/a

Alternate ID 36680
Class Industrial

Owner Address 3S INVESTMENTS
PO BOX 4087

Property Address 315 INDUSTRIAL PARK RD **Acreage** 14.28
District Cartersville
Brief Tax Description LL 201 D 5
(Note: Not to be used on legal documents)

CAR Meeting: October 20, 2022 Item 8.

Date created: 7/27/2022
Last Data Uploaded: 7/26/2022 10:21:31 PM

Developed by  Schneider
GEO SPATIAL

Application for Special Use
City of Cartersville

Case Number: 5022-03
Date Received: 7/20/22

Public Hearing Dates:

Planning Commission 9/6/22 5:30pm 1st City Council 9/15/22 7:00pm 2nd City Council 10/6/22 7:00pm

Applicant Cash Environmental Resources LLC Office Phone (770) 656-4031
(printed name)

Address 2859 Paces Ferry Rd., Suite 1150 Mobile/ Other Phone _____

City Atlanta State GA Zip 30339 Email kcash@cashenvironmental.com

Brandon Bowen Phone (Rep) (770) 387-1373
 Representative's printed name (if other than applicant) Email (Rep) bbowen@jbwpc.com

[Signature] Representative Signature _____ Applicant Signature

Signed, sealed and delivered in presence of:

Francis Battle Notary Public




* Titleholder 3S Investments, LLC Phone _____
(titleholder's printed name)

Address 315 Industrial Park Rd. Email _____

Signature [Signature]

Signed, sealed, delivered in presence of:

Francis Battle Notary Public



Present Zoning District H-I

Acreage 14.28 +/- Land Lot(s) 201 District(s) 5 Section(s) 3

Location of Property: 315 Industrial Park Rd.
(street address, nearest intersections, etc.)

Reason for Special Use Request: Transfer Station

(attach additional statement as necessary)

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

2/2

Application for Special Use
City of Cartersville

Case Number Meeting: October 20, 2022 Item 8.
Date Received: 7/20/22

Public Hearing Dates:

Planning Commission _____ 1st City Council _____ 2nd City Council _____
5:30pm 7:00pm 7:00pm

Applicant Cash Environmental Resources LLC Office Phone (770) 656-4031
(printed name)

Address 2859 Paces Ferry Rd., Suite 1150 Mobile/ Other Phone _____

City Atlanta State GA Zip 30339 Email kcash@cashenvironmental.com

Brandon Bowen Phone (Rep) (770) 387-1373
Representative's printed name (if other than applicant) Email (Rep) bbowen@jwpc.com

Representative Signature Applicant Signature

Signed, sealed and delivered in presence of: _____ My commission expires: _____

Notary Public

* Titleholder 35 Investments Phone _____
(titleholder's printed name)

Address 315 Industrial Park Rd. Email _____

Signature _____

Signed, sealed, delivered in presence of: _____ My commission expires: _____

Notary Public

Present Zoning District H-I

Acreage 14.28 +/- Land Lot(s) 201 District(s) 5 Section(s) 3

Location of Property: 315 Industrial Park Rd.
(street address, nearest intersections, etc.)

Reason for Special Use Request: Transfer Station

(attach additional statement as necessary)

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

**CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS**

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

Date of Application: July 21, 2022

Date Two Years Prior to Application: July 21, 2020

Date Five Years Prior to Application: July 21, 2017

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

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

 7/15/22

Signature Date



Print Name

**CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS**

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

Date of Application: July 21, 2022


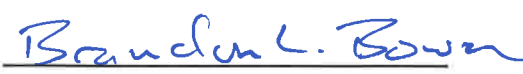
Date Two Years Prior to Application: July 21, 2020

Date Five Years Prior to Application: July 21, 2017

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

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

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


 Signature Date 7/20/22

 Print Name

FRANK E. JENKINS, III
BRANDON L. BOWEN
ROBERT L. WALKER
ERIK J. PIROZZI
ELLIOT T. NOLL
C. KIMBERLY PRINE

15 SOUTH PUBLIC SQUARE
CARTERSVILLE, GEORGIA 30120-3350

TELEPHONE
(770) 387-1373

FACSIMILE
(770) 387-2396

www.jbwpc.com

July 20, 2022

Mr. David Hardegree
City Planner
City of Cartersville

Re: Special Use Permit application for Cash Environmental Resources, LLC

Dear David,

I am writing this letter in support of Cash Environmental Resources' application for a special use permit for a municipal solid waste and construction and demolition debris transfer station. This application is related to application SU19-07, in which the Mayor and Council approved the special use permit for the transfer station and a medical waste facility at 375 Industrial Park Road. Cash Environmental Resources was to operate the transfer station component of that project, while Regulated Services LLC was to operate the medical waste component. This application does not affect the Regulated Services' operation; however, Cash Environmental believes that its transfer station would be better operated on the neighboring property – 315 Industrial Drive. Thus, the purpose of this application is not to create a new transfer station, but rather to allow a previously-approved transfer station to be operated on a different property. I am enclosing both the original site plan that the parties contemplated, and also our current proposed site plan, which shows the transfer station to be located on the 315 Industrial Park Road property if the special use permit is approved. Note that all of this property is in the industrial park and is already zoned H-I, so it is well suited for the operation. I will now address the City's special use permit criteria:

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

Since this special use permit seeks a relocation of a transfer station that was previously approved for the adjacent site, we do not see that there will be any change in the traffic flow along the adjoining streets. The property fronts on Industrial Park Road, which was designed and built for industrial traffic.

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

A proposed site plan is attached; the property will be designed so that the anticipated industrial traffic parks and can queue on-site.

Standard # 3 Protective screening.

Since this property is located in the Industrial Park, protective screening is not appropriate. Note too that the rear half of the property has a flood plain approximately 300 feet wide and is expected to remain undisturbed.

Standard # 4 Hours and manner of operation.

This facility will be operated with 2 overlapping shifts, between 6:00 am and 8:00 pm, Monday through Friday, just as proposed with the original special use permit which was approved. It is anticipated that garbage trucks and construction vehicles will bring waste to the transfer station, where it will be sorted and loaded upon tractor trailers to take for disposal. Waste will not remain uncovered or be allowed to be stored on site. All operations will be in compliance with applicable EPD regulations.

Standard # 5: Outdoor lighting.

Security lighting for employee safety only and will not exceed any limits of the Industrial Park.

Standard # 6 Ingress and egress to the property.

The property fronts on Industrial Park Road is readily accessible by Highway 411 / 61 to Interstate 75.

Standard # 7 Compatibility with surrounding uses.

This is a use suitable for an industrial area, and it is compliant with the surrounding industrial uses.

If you have any further questions, I will be happy to get them answered for you.

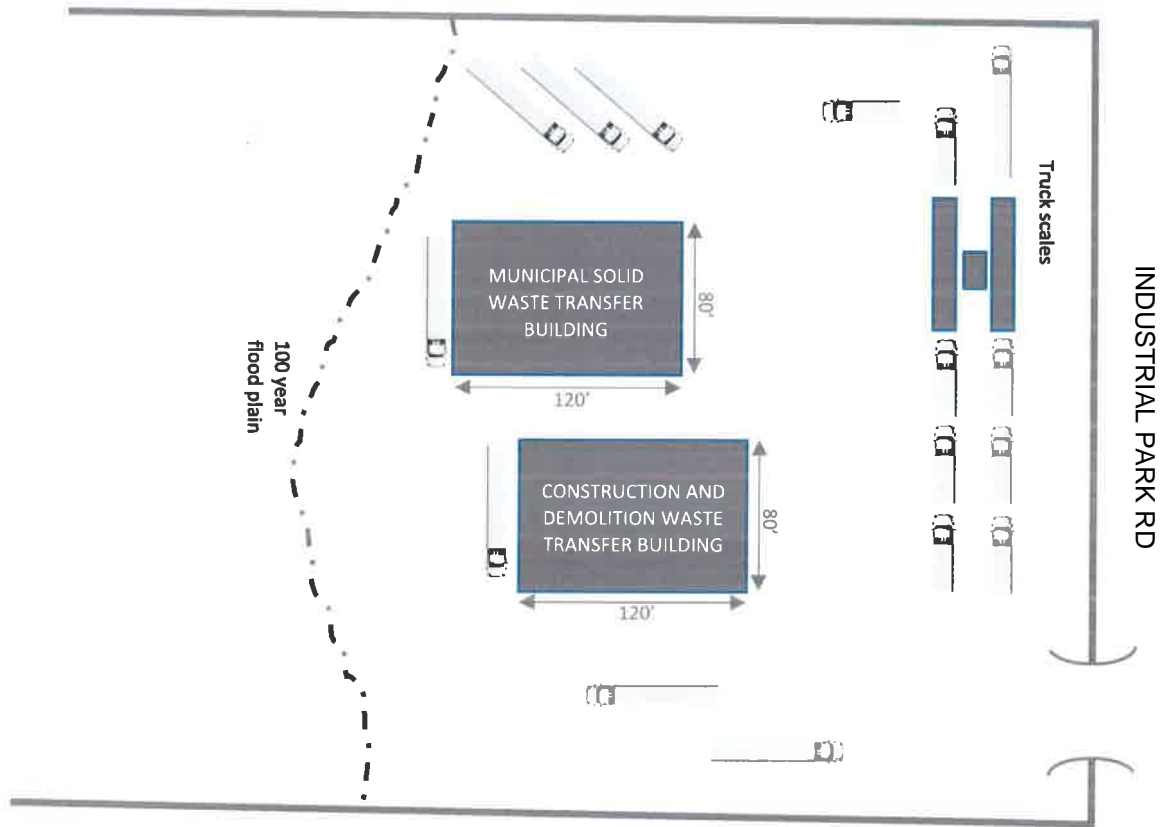
Very truly yours,

JENKINS, BOWEN & WALKER, P.C.



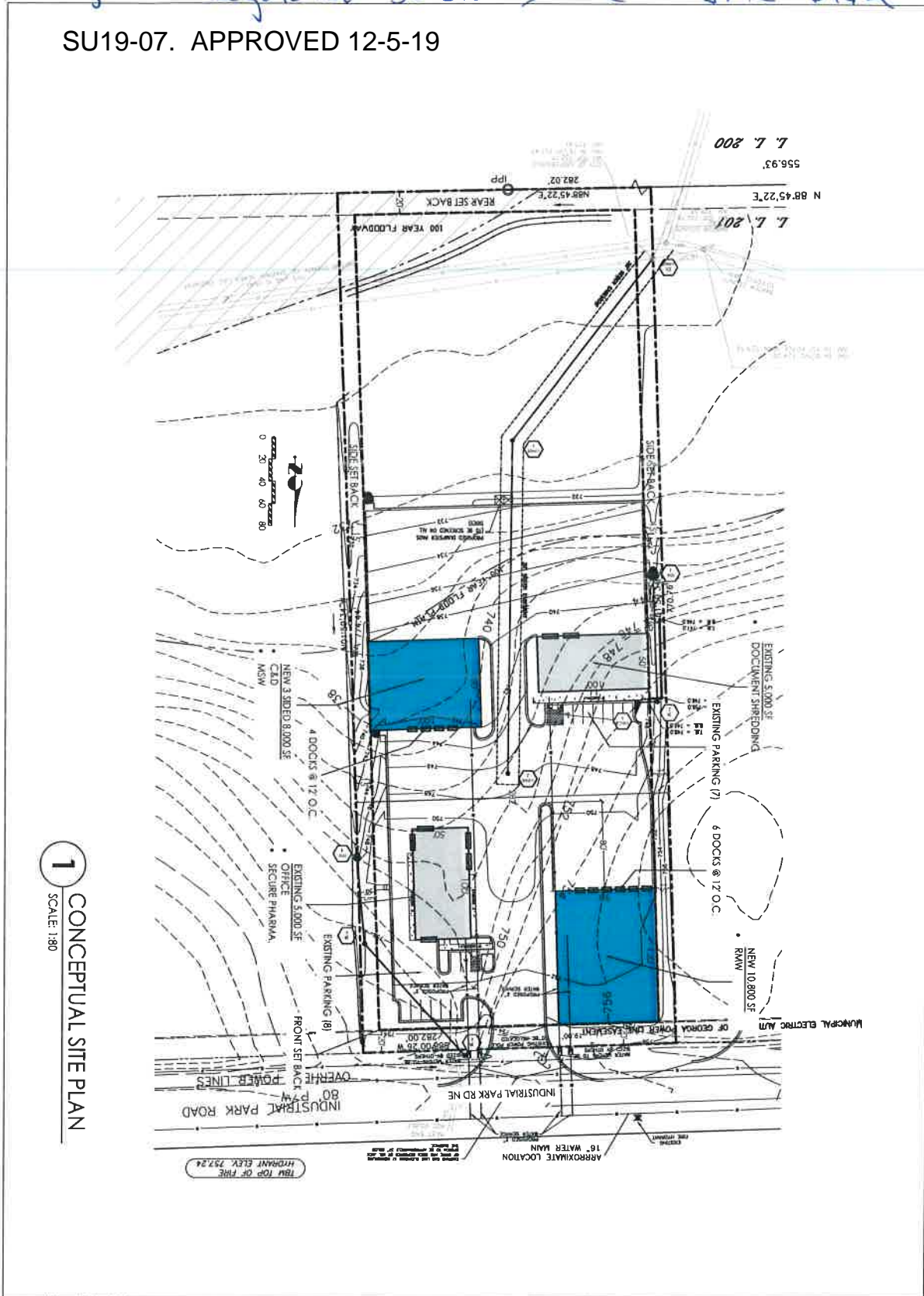
Brandon L. Bowen

Proposed New site plan for Cash Environmental Resources, LLC



Original Regulated Services, LLC site plan

SU19-07. APPROVED 12-5-19



1 CONCEPTUAL SITE PLAN
SCALE: 1:80

DATE: 10/20/22
 SHEET TITLE: CONCEPTUAL SITE PLAN
 PROJECT: SU19-07
 DRAWN BY: [Name]
 CHECKED BY: [Name]

A101
 NOT ISSUED FOR CONSTRUCTION

REGULATED SERVICES, LLC
 375 INDUSTRIAL PARK RD NE
 CARTERSVILLE, GA 30121

NO.	REVISION	DATE

KAOD
 1400 N. GOSPEL RD. SUITE 200
 ATLANTA, GA 30329
 PHONE: 404.487.8000
 FAX: 404.487.8001
 WWW.KAOD.COM

Exhibit "A"

To Limited Warranty Deed

Legal Description of the Land

All that certain tract or parcel of land situate, lying and being at Cartersville, County of Bartow, State of Georgia, and being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 196 and 201, Fifth District, Third Section, Bartow County, Georgia, being Lots 13, 14 and 15 of Cartersville Industrial Park, and being more particularly described as follows: Begin at an IPF at the intersection of the eastern right-of-way of Peebles Valley Road (80 foot right-of-way) and the southern right-of-way of Industrial Park Road (80 foot right-of-way); thence N 87°48'54" E 990.00 feet to the true point of beginning, said point being the northeast corner of a conveyance dated December 21, 1985, recorded in Volume 500, Page 273, Public Records of Bartow County, Georgia; thence along the southern right-of-way of Industrial Park Road N 88°00'28" E 1,815.44 feet to an IPF; thence S 01°47'42" E 787.03 feet to an IPS on the land lot line dividing Land Lots 200 and 201; thence along the land lot line S 88°45'22" W 1,672.96 feet to an IPF at the land lot corner of Land Lots 196, 197, 200 and 201; thence continuing along land lot line S 88°13'00" W 139.25 feet to an IPF; thence N 02°02'11" W 764.67 feet along the eastern property line of lot 12 to the point of beginning, said property consisting of 32.28 acres; and being a part of the same property conveyed by deed dated May 20, 1971, recorded in Deed Book 193, Page 441, all instruments filed in the Superior Court Clerk's Office, Bartow County, Georgia.

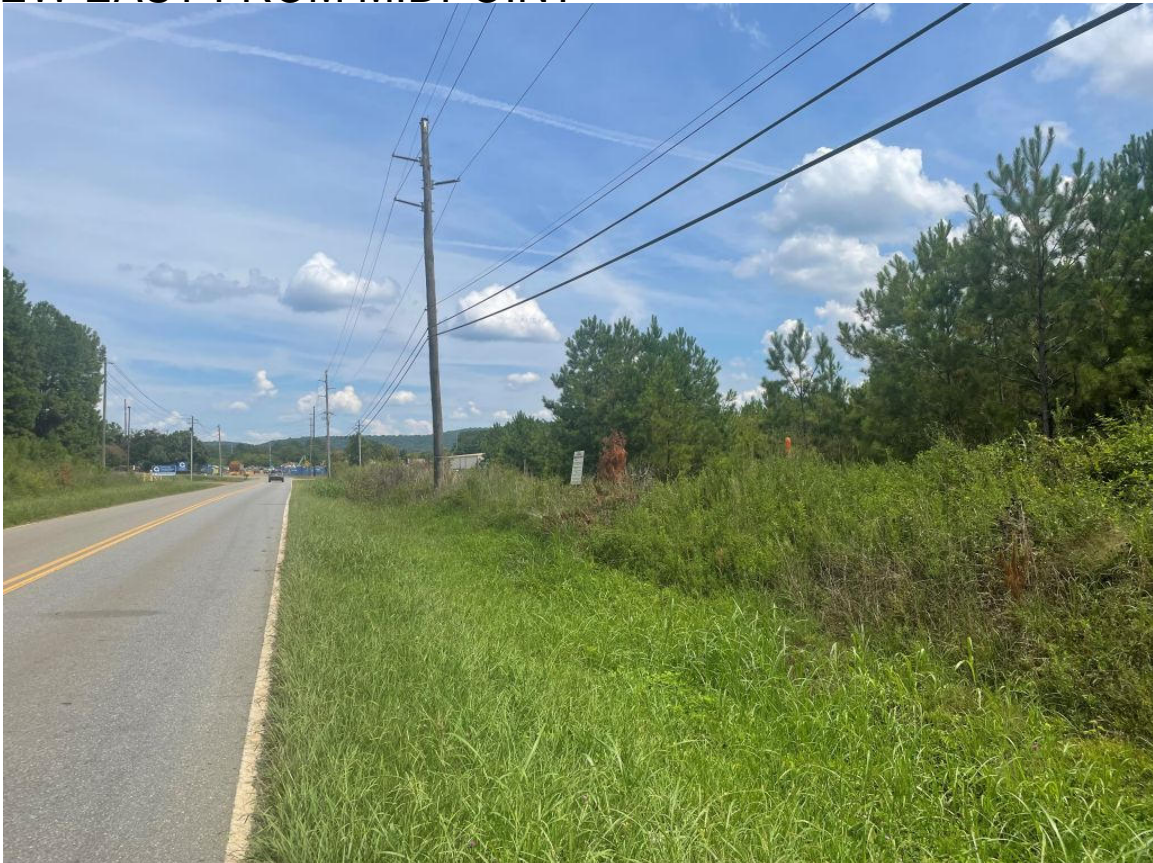
0017710033



VIEW WEST FROM MIDPOINT



VIEW EAST FROM MIDPOINT





**ADDITIONAL DOCUMENTATION PRESENTED AT
PLANNING COMMISSION MEETING ON 10-11-2022.**



BARTOW COUNTY
Solid Waste

Steve Taylor, Sole Commissioner
Rip Conner, P.G., Director

October 10, 2022

Mr. David Hardegree
City Planner
City of Cartersville

Re: Cash Environmental Resources special use permit application

Dear Mr. Hardegree,

I am writing you in my capacity as the Director, Solid Waste for Bartow County, Georgia. Part of my duties include the management of the Bartow County landfill. I understand that concern has been raised in regard to the capacity of the County landfill, particular in regards to the impact that the Cash Environmental Resources transfer station may have on it. The County landfill has adequate and permitted capacity for decades into the future. If anything, the proposed transfer station will lead to more waste going to C&D and MSW landfills outside of the County, thus extending the life and capacity of the County's landfill.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rip Conner", is written over a light blue horizontal line.

Rip Conner, P.G
Director, Solid Waste

David Hardegree

From: b goolsby <brenda_goolsby@hotmail.com>
Sent: Thursday, September 22, 2022 12:07 PM
To: Matt Santini; Kari Hodge; Jayce Stepp - Forward; Cary Roth; cco4702115@aol.com; Gary Fox; Taff Wren - Forward
Cc: gregg goolsby; b goolsby; David Hardegree
Subject: [EXTERNAL] Opposition to SU22-03 Application by Goolsby Industrial Properties, LLC
Attachments: FA NOV Pickens Co. K&M Landfill dba Whitestone Valley Landfill 112-008D(C&D) FY2020 (2).pdf; NOV_Dixie Speedway Transfer Station_Cherokee + Photos_pdf.pdf; NOV_Regional Energy C&D Waste Transfer Station_Union + Photos_pdf.pdf; NOV_Sugar Creek C&D Transfer Station_Fannin + photos.pdf; 09.06.2022 PC Minutes.docx.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION! : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sender: brenda_goolsby@hotmail.com

Thank you in advance for reviewing the full communication

Dear Mayor Santini and City of Cartersville City Council Members,

For context, we are property owners of 329 Industrial Park Road, Cartersville, GA having purchased the property in May 2021. When considering our investment, we factored in the progressive planning and development presently underway in Cartersville. We evaluated the current zoning of our property and the property immediately surrounding our location. We presently have two long term tenants in our commercial warehouse who have established their base of business in Cartersville for 15+ years. Additionally, we are looking to invest further in the area, as one of our tenants needs more space, and we would like to find an additional warehouse space to purchase to lease back to them.

We are drafting this communication in response to SU22-03 application for 315 Industrial Park Road submitted by Cash Environmental Resources, LLC. SU22-03 was reviewed by the City of Cartersville Planning Commission on the September 06, 2022 agenda. A copy of the 09/6th City of Cartersville Planning Commission meeting minutes are attached for your reference. We were notified in writing approximately 7 days in advance of the 9/6th community forum. Due to the short notice and personal conflicts, we were unable to attend in person the 09/06th Planning Commission meeting. The City of Cartersville Planning Commission will be reviewing SU22-03 again on the October 11th agenda, which at this time is not open for public comments.

We have expressed our serious concerns about the SU22-03 application in writing to the City of Cartersville Planning Commission. While landfills are essential and must exist somewhere, we feel the specific application

by Cash Environmental Resources, LLC for the specific Cartersville location should be the following reasons:

1. Cash Environmental Resources, LLC track record of non-compliance at Georgia operated facilities

The transport and management of waste is a dirty business, which is why partnering with a reputable operator in good standing and with good business practices is critical. Cash Environmental Resources, LLC operates Three transfer stations and a full-scale waste landfill in Georgia. They have a consistent track record of non-compliance to state Environmental Protection Division and country guidelines and laws. Outlined below are the non-compliance notices that have been drafted in 2022 by the Georgia Environmental Protection Division for the Cash Environmental Resources, LLC operated waste facilities. This is not a case of one bad apple, but rather a systematic practice of sloppy operations across all four sites operated in Georgia.

We requested all public records for the past 3- months from the Georgia Department of Environmental Protection Division. We received a tremendous number of documents from the Solid Waste Management program division. There is a clear historical practice of facility non-compliance and financial delinquency at all four waste management facilities operated in Georgia. The most recent 2022 non-compliant infractions are noted below and the official EPD non-compliance documents also attached to this email communication. I urge you to review the actual non-compliance violations and associated photo documentation provided by the Georgia Department of EPD. A photo is worth a thousand words in this example, and I encourage you to imagine this type of operation within your jurisdiction.

- 1. Whitestone Valley C&D Landfill – Pickens County
 - a. Notice of Non-compliance for Delinquent Financial Assurance dated 12/21/2021
 - b. Pickens County Commissions closed the landfill in January 2022 due to an out-of-control fire at the landfill due to non-compliance in facility management. <https://pickensprogress.com/strong-county-response-to-landfill-right-on-target/>
 - c. This closure raised alarm bells in the Georgia State Assembly, local officials and Georgia EPD.
- 2. Sugar Creek C&D Transfer Station – Fannin County
 - a. Notice of non-compliance and violation of Rule 391-3-4-06 dated February 22, 2022.
 - b. The EPD determined that Cash Environmental Resources, LLC was operating an unpermitted landfill.
- 3. Regional Energy C&D Waste Transfer Station - Union County
 - a. Notice of non-compliance and violation of Rule 391-3-4-06 dated February 22, 2022.
- 4. Dixie Speedway Transfer Station – Cherokee County
 - a. Notice of non-compliance for violations of solid waste rules, Rule 391-3-4-06 regarding the Transportation, Processing and Disposal Sites dated May 18, 2022.

The other concern and relevant information regarding Cash Environmental Resources, LLC is their filing for **financial bankruptcy on August 28, 2022**. It is quite concerning that the infractions and potential mitigation of issues in the future will be severely impacted by the financial solvency of this organization.

One final point to clarify, Cash Environmental Resources, LLC received **approval in 2019 for SU19-07 permit in 2019 for these exact services and have not engaged their Cartersville operation as of September 2022 based on poor site planning and execution (in their own words)**. I suggest the Planning Commission reconsider and rescind permit SU19-07.

2. Health and Wellness of Cartersville citizens and business resulting for air, land and water hazards

Waste transfer stations can be sources of air pollution and other threats to public health as well as noise, odors, vermin, and excessive truck traffic on local roads. Transfer stations emit dangerous fumes from the combustion of the wide range of materials managed through a Construction and Municipal waste transfer station. Of highest concern are carbon monoxide, hydrogen sulphide, volatile chemicals, dioxins, furans, lead and asbestos. These chemicals are released into the air and create a toxic cocktail of particulates that can lead to catastrophic health impacts.

NOTE: There is no way to control toxic materials such as lead and asbestos from projects from co-mingling in a transfer station. I was informed by Mr. Cash, President of Cash Environmental Resources, LLC, that the air quality is not monitored at Cash Environmental Services Waste Transfer Sites, nor at Waste Landfill sites. Past violations for this company show that they were not providing a covering for the waste, which obviously subjects it to rain, and runoff into the watershed. Question? Where does the toxic air chemicals and dust particles go, and how are they measured? What are the potential negative health impacts to our community?

The primary health and wellness concern with solid waste transfer facilities is typically related to water runoff mingling with waste material. I was informed by Mr. Cash personally that the 'dust' is managed through a continual spraying of water on the gravel drive, and water is used to clean the storage receptacles used to capture the waste contents. We can reasonably assume that water is also used to clean the truck beds of the waste trucks. The resulting liquid (leachate) is not captured or contained in this setting. It is important to note, the 14 acres parcel identified in the SU22-03 application contains a large section of wetlands on the rear portion of the parcel. The contamination of these wetlands will certainly result in unexpected negative consequences, impacting the wetlands that border on our property and the property of surrounding owners with toxic wastewater bleeding from the transfer site. Of course, any storm-water runoff will also drain the materials on the surface into the wetlands area. The unmanaged water flow creates a high potential for toxic waste capture and build up, impacting the neighboring properties, both commercial and residential.

NOTE: I was informed by Mr. Cash, President of Cash Environmental Resources, LLC, that the water used in transfer stations is not captured, and the water truck is operating continuously to reduce dust. Question? Where does all that wastewater filled with chemicals and debris go? What are the potential negative health impacts to our community?

3. The final point of consideration is the negative impact that approval of SU22-03 will have on our property value and the negative impact on the business operations of our long-term tenants. Given the proposed transfer station location based on the land contours and rear wetlands, the transfer station will be positioned very close to our shared property line. The negative impact to property values bordering a waste management facility is well documented as large-scale industry surveys. The documented impact to neighboring properties with 1500 feet is a reduction between 6%-10%. Our property was purchased in 2021 for \$1,400,000 plus \$100k in capital improvements. You get a sense of the top-line negative financial impact we will be facing. In addition, we have two long term lease tenants, and one business is a distributor of sophisticated electrical components (McNaughton & McKay) for over 15-years in Cartersville. Dust and air particulates will certainly negatively impact their business operations, and we could potentially be facing an early lease termination by our current tenants. We abide by all City and County laws, ordinances, and property tax payments – in other words, we comply with the laws and play by the rules. It is concerning to think that our business standing in Cartersville is considered 'less important' to protect versus a new enterprise with a marginal operations track record and history of non-compliance to local, state, and federal guidelines and policies. We hope that our business interest and investment, both present and future, will be weighed properly against an operator that may not play by the rules, negatively impact the surrounding properties, water and air quality.

NOTE: While our primary residence is in Washington, our roots are from Cobb County and our family presently resides in Cherokee, Paulding and Cobb Counties. We own residential property in Cobb and commercial property in Bartow County. In short, we are not absentee or non-attentive owners, and invested in Bartow County because of the impressive recent growth in Cartersville, GA. Question? How will we seek restitution for the potential negative fiscal impact to our business operations? Also, how will this impact the business operations of our 2x long term tenants of the City of Cartersville?

We support and understand the interest in expanding the commercial enterprises located in Cartersville, GA, BUT, the growth of one business should not be at the expense of another long-standing business.

We have presented a compelling argument in opposition to SU22-03 application. We agree with our position and take the appropriate steps to halt approval of this special use permit. Thank you for taking our position into consideration. If you look carefully at the numerous violations for which they were cited, their bankruptcy protection, and their tendency to target smaller towns with their non-compliant operations and then move on to another location once opposition heats up should really make the decision clear...**not to approve this permit.**

We welcome your comments and feedback to this communication either in written reply or via conference call.

Sincerely,

**Gregg & Brenda Goolsby / Co-owners
Goolsby Industrial Properties, LLC**

Brenda Goolsby / brenda_goolsby@hotmail.com / 201.314.8041

MINUTES OF THE CARTERSVILLE PLANNING COMMISSION

The Cartersville Planning Commission met in a regularly scheduled meeting on Tuesday, September 6, 2022 at 5:30 p.m. in the City Hall Council Chambers.

Present: Lamar Pendley, Jeffery Ross, Greg Culverhouse, Steven Smith, Travis Popham, and Fritz Dent
Absent: Anissa Cooley*
Staff Members: Randy Mannino, Julia Drake, David Hardegree, Zack Arnold, and Keith Lovell

CALL TO ORDER: 5:30 PM

ROLL CALL

Chairman Lamar Pendley stated to the audience that the Planning Commission is a recommending body only and that for all cases heard, recommendations would be forwarded to City Council for consideration. Furthermore, the case heard would be heard before Council at the September 15, 2022 and October 6, 2022 Council Meeting.

APPROVAL OF MINUTES

1. August 9, 2022 Meeting Minutes

Chairman Pendley called for a motion on the May 12, 2022 meeting minutes. Board Member Culverhouse stated under 'Zoning' his name was misspelled.

Julia Drake, City Clerk, stated it would be corrected.

Board Member Popham made a motion to approve the minutes. Board Member Dent seconded the motion. Motion carried unanimously. Vote: 5-0.

SPECIAL USE PERMIT

2. SU22-03: 315 Industrial Park Rd.

Applicant: Cash Environmental

David Hardegree, Planning and Development Assistant Director, stated that the property had been properly posted and advertised and gave an overview of the application stating the applicant, Cash Environmental Resources LLC, is requesting a Special Use permit for property identified as 315 Industrial Park Rd (315) in compliance with the zoning requirements for a Waste Transfer Station in the H-I (Heavy Industrial) zoning district. The applicant is proposing a municipal and construction/ demolition waste transfer facility.

In 2019, the applicant in partnership with Regulated Services, LLC, received a special use permit to operate a municipal waste, construction waste and pharmaceutical waste processing and transfer station on the adjacent property at 375 Industrial Park Rd (375). After the permit approval and in consideration of their business needs, the parties agreed that more space should be given to the municipal waste and construction debris operations. The applicant is planning to

relocate the municipal and construction waste operations approved with SU19-07 from the 375 site to the 315 site.

Currently, the site is undeveloped and wooded. There is floodplain present on the southern half of the property and the flood ordinance requirements will have to be met. Per the conceptual site plan, two new structures, 9,600sf. each, are proposed. No encroachment of the floodplain on the southern half of the property is expected. Site development will be addressed during plan review.

GA EPD also has regulatory oversight over this type of operation.

There are no additional Special Use Standards for a Waste Transfer Station beyond the basic standards addressed in the application.

The operation seems appropriate for the H-I zoning district and location.

In addition, Mr. Hardegree stated that he had received one piece of correspondence in opposition from Mrs. Goolsby and would be added to the file. See Exhibit A.

Board Member Cooley joined the meeting at 5:34 PM.

Staff takes no exception.

Chairman Pendley opened the public hearing.

Board Member Popham recused himself from the case.

Brandon Bowen, 15 S. Public Sq., came forward to represent the applicant, provide an overview of the proposed site plan, and answer any questions from the Board Members.

Kevin Cash, 558 Faith St., business owner, came forward to address the issues ongoing in Pickens County.

Board Member Smith expressed concerns with trash coming from other counties to Bartow landfill and allowed Mr. Cash to address. Mr Cash stated that this proposed facility would be a transfer station only and they would be moving out what comes in within 24 hours.

Discussion commenced among Board Members.

Chairman Pendley asked questions of Mr. Cash regarding hours of operation, amount of trash coming in, traffic flow, security, etc.

Justin Rice, 73 Guyton Industrial Dr., came forward to speak against the application and also stated that records show that on August 26, 2022, Cash Environmental filed for bankruptcy.

Boad Member Smith asked David Archer, City Attorney, who would clean up the mess if this company has filed for bankruptcy to which Mr. Archer stated that the applicant would need to address that question.

Jimmy Crane, 374 Peeples Valley Rd., came forward to speak against the application.

Together, Mr. Bowen and Mr. Cash addressed the bankruptcy filing and stated that it was a Chapter 11 filing and was done to restructure with no losses and would have no impact on the ability to operate the business.

With no one else to come forward to speak for or against the Special Use Permit Application, the public hearing was closed.

Board Member Smith made a motion to table the item in order to receive more information on the violations in Pickens County. With no second, motion fails.

Howard Smith, 150 Cherokee Cir., property owner, came forward to address the neighbors concerns.

With no further motion, the case was closed.

TEXT AMENDMENT

3. T22-02: Mt. Zion Mission Baptist Church Sign Amendment

Mr. Hardegree stated that the property had been properly posted and gave an overview of the request stating Mt. Zion Mission Baptist Church, 167 Jones St., proposes a revision to the Sign Ordinance, *Section 20-25(2)(b), Electronic Freestanding Signs*, to add “Jones St. (within 320ft. of the intersection with Aubrey St.)” as an allowed street for electronic freestanding signs on non-residential use properties. The proposed distance is the approximate distance from Aubrey St. to the southern-most property line. The approx. distance from Aubrey St. to the existing sign is 229ft.

Mt. Zion Mission Baptist Church is proposing this change in order to allow for an updated and more visible sign for their property. The church intends to utilize the existing sign footprint to house the electronic sign. The electronic sign dimensions are proposed at 2ft. x 4ft.

The current sign requirements for a non-residential sign on Jones St. are: a maximum height of 10ft, a maximum total sign area of 32 sq. ft., and a maximum electronic sign area of 50% of the total sign area.

The proposed electronic sign is also required to be at least 100ft. from a residential dwelling. The distance from the existing sign to the closest house on Jones St. is approx. 105 ft.

Chairman Pendley opened the public hearing.

John Lampley, 148 Jones St., and Erin Lazaro, 3175 US 411, White, Ga., came forward to speak for the text amendment and to answer any questions from the Board Members. In addition, Mr. Lampley stated that the sign was only for church use and no advertising would be done.

Chairman Pendley inquired about the brightness of the sign to which Ms. Lazaro stated that the brightness could be adjusted automatically with a sensor as well as manually.

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

Board Member Culverhouse made a motion to approve T22-03. Board Member Popham seconded the motion. Motion carried unanimously. Vote: 6-0

4. T22-03: Electronic Billboard Amendment **Applicant: Tilley Holdings, LLC**

Mr. Hardegree stated that the property had been properly posted and gave an overview of the request stating Tilley Properties, Inc. (Applicant), 917 N. Tennessee St, proposes a revision to the Sign Ordinance, *Section 20-29 (A) Billboards*, to allow billboards on State Route 113 beginning at the centerline of the I-75 Right of Way and continuing west along State Route 113 a distance of 2,700 linear feet.

This text amendment is requested in order to convert an existing billboard on State Route 113/Main Street to a digital billboard. Because the text amendment justification is the conversion of a static billboard to an LED billboard, an additional change to Section 20-29 (B)(2) will also be required to allow LED billboards on the same section of Hwy 113.

The billboard to be converted is located in the G-C (General Commercial) district and in the Main Street Overlay District. Revisions to the Main Street Overlay District are not required.

A MF-14 (Multifamily dwelling district) is approximately 795 ft. from the edge of the 2700ft. delineation. A minimum of 500ft is the required distance from a billboard to a residential zoning district.

The existing billboard also received a variance in 2012 per V12-05, for the following:

1. Reduce setback from 100 ft to 20 ft from E. Main St right-of-way for installation of a billboard (Application based on previous sign ordinance standards effective before May 4, 2012).
2. Increase allowable size of a billboard from 300 sqft to 400 sqft.

Chairman Pendley opened the public hearing.

Bobby Walker, 15 Public Sq., came forward to represent the applicant and to share a photo presentation of the proposed.

Board Member Dent inquired about the brightness of the sign.

Beth Tilley, 49 Cassville Rd., came forward and stated that the brightness could be adjusted both automatically and manually.

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

Board Member Ross made a motion to approve T22-03. Board Member Dent seconded the motion. Motion carried unanimously. Vote: 5-0-1 with Board Member Culverhouse abstaining from voting.

ZONINGS

5. Z22-03: Carter Grove Blvd.

Applicant: The Wasserman Group, LLC

Chairman Pendley began by stating to everyone that he did not want repeated comments and that each individual who wished to speak regarding Z22-03 would be given five (5) minutes. This limit was provided so that each individual would have an opportunity to speak.

Mr. Hardegree stated that the property had been properly posted and advertised and all adjacent property owners had been notified. Continuing, Mr. Hardegree gave an overview of the case stating the Zoning application by The Wasserman Group was to rezone, 48.124 +/- acres from Carter Grove P-D (Planned Development) to a new P-D (Planned-Development) for the construction of a senior age targeted, rental community. The community will be a condominium. The rezoning removes the Carter Grove P-D zoning conditions and implements zoning conditions specific to the proposed development.

The proposed development would construct (167) duplex and triplex homes with two and three bedroom configurations. Single home units and one (1) bedroom options are proposed due to the topographic challenges of the site, but are not reflected on the concept site plan. An amenities package will be included. No commercial lots or units are proposed.

The residential units are planned to be rental units under the condominium regulations (verbal confirmation only).

All streets will be private.

In 2006, zoning case Z06-07, approved 5-4-06, introduced a mixed-use planned development concept for the site that proposed as many as 220 residential units to include townhomes-over-retail and traditional townhomes. Seven (7) commercial outlots were proposed along the northern and western boundaries. Currently, the location of Outlots 1-3 on the 2006 plan have been encroached upon by the Old Alabama widening project and slope easements for the road project. These outlots are likely no longer developable as well as a portion of the townhomes-over-retail location.

The 2006 zoning conditions required fee simple ownership of the townhome units under the condominium regulations.

The unit density of this proposal is 3.42 un/ ac. The density of the 2006 zoning was 2.8 un/ac (145 units) up to 4.57 un/ac (220 units).

Chairman Pendley opened the public hearing.

Steve Wasserman, 4770 S. Atlanta Rd., came forward to represent the application and to answer any questions from the board.

Several questions were proposed from the board in regards to water run off, traffic problems, etc to which Mr. Wasserman addressed and proceeded to state the Condo Association would be created immediately and would be ran by property owner, not the tenants in the units.

Chairman Pendley inquired about the dynamics of the units to which Mr. Wasserman replied that there would be proposed (140) 2 bedroom/1 story units that would have approximately 1400 square foot and (20) 3 bedroom/1.5 story units that would have approximately 1800 square foot of heated space and all units would have adequate parking available. The propose price point would be \$2,000-\$2,500 monthly rent.

Chris Easterwood, 121 White Spruce Ct., came forward to speak for Z22-03.

Rick Early, 13 Greystone Way, came forward to speak against Z22-03.

Harry Vernon, 17 Greywood Ln., came forward to speak against Z22-03.

David Peyton, 7 Greywood Ln., came forward to speak against Z22-03.

Nicole Breton, 5 Greywood Ln., came forward to speak against Z22-03.

Beverly Peyton, 7 Greywood Ln., came forward to speak against Z22-03.

Mr. Wasserman came forward to address the comments made and stated this would be a gated community with high end condominiums, not apartments.

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

After the public hearing was closed, another resident wanted to come forward to speak. Chairman Pendley re-opened the pubic hearing.

Edwin Hamilton, 6 Autumn Wood Dr., came forward to speak against Z22-03.

Public hearing was re-closed.

Board Member Smith made a motion to deny Z22-03. Board Member Popham seconded the motion. Vote: 5-1 with Board Member Culverhouse in opposition of the denial.

6. Z22-04: Bates Rd

Applicant: Highlands Park of GA, LLC

Mr. Hardegree stated that the property had been properly posted and advertised and all adjacent property owners had been notified. Continuing, Mr. Hardegree gave an overview of the case stating the applicant is requesting the rezoning of four (4) properties located on Bates Rd near Greenridge Rd from P-D (Carter Grove Planned Development) to R-20 (Single Family Residential) in order to remove the Carter Grove P-D development conditions and insure limited access to Bates Rd. This was a request from the Planning and Development staff in order to subdivide the property for the construction of large estate lots.

The development intent of the zoning application is to subdivide the largest remaining parcel, 33.71 acres, into nine (9) lots. The (9) lots will share one private street connection to Bates Rd

per the “Bartow County letter”. Three tracts of the 50 acre tract were previously subdivided and sold- C120-0001-007(Berry), C120-0001-008(Arveson) and C120-0001-009(Kent)

The (3) remaining lots with P-D zoning will be addressed at a later date.

Access to Bates Rd was approved with conditions by the County Commissioner, Steve Taylor, in 2019 and in conjunction with the 2020 de-annexation of 50+/- acres of the 100 acre Al Meek property (AZ20-02). The driveway cuts specified in the Letter applied to the entire 100ac. tract regardless if any portion of the 100 acres is de-annexed or subdivided. See attached “Bartow County Letter” and AZ20-02 approval letter. The remaining 50 +/- acre tract that was not de-annexed was sold to the applicant for development.

Per the Carter Grove Development Agreement, Bates Rd access from Carter Grove required City and County approval. No access points were ever identified. The rezoning and the Bartow County letter help insure that no access will occur to Carter Grove.

Per the Carter Grove Development Agreement, item 1(c):

- (c) The Developer agrees not to utilize Bates Road as an access point to the Project without prior approval of the City and Bartow County.

The private street serving the proposed nine (9) lot subdivision, the (3) driveways planned for the de-annexed Meek property, and the (3) driveways serving or planned to serve properties C120-0001-007(Berry), C120-0001-008(Arveson) and C120-0001-009(Kent) will exhaust all but one driveway cut allowed per the Bartow County Letter.

Bill Byrnes wuth Byrne Design Group, came forward and stated the minimum lot size would be 3 acres with a price point of \$1 million - \$1.2 million.

Board Member Cooley made a motion to approve Z22-04. Board Member Popham seconded the motion. Motion carried unanimously. Vote: 6-0

Board Member Ross made a motion to adjourn.

The meeting adjourned at 8:03 PM.

Date Approved: October 11, 2022

/s/ _____
Lamar Pendley, Chairman



Richard E. Dunn, Director

Land Protection Branch

4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

December 21, 2021

CERTIFIED MAIL

7019-2970-0001-2204-7450

John Murchie, Operations Officer
Cash Environmental Resources
2859 Paces Ferry Rd., Suite 1150
Atlanta, Georgia 30339

**SUBJECT: Pickens Co. - K&M Landfill dba Whitestone Valley C&D Landfill
Permit No: 112-008D(C&D)
Notice of Violation – Delinquent Financial Assurance**

Dear Mr. Murchie,

The Georgia Environmental Protection Division (EPD) has not received the annually, updated financial assurance demonstration as required by the Comprehensive Rules and Regulations of the State of Georgia 391-3-4-.13 (Rule) and by reference, 40 CFR 258, Subpart G. Consequently, the subject solid waste handling facility is not in compliance with the aforementioned Rule.

Additionally, EPD is suspending review of the Solid Waste Handling Permit Application (GEOS ID 537459) until the applicant demonstrates that surface and subsurface fires at the facility are extinguished. The demonstration should include site specific information including, but not limited to, observations of flames; smoldering; smoke; and elevated surface or subsurface temperatures. The demonstration shall be provided by, and bear the seal of, a Professional Engineer registered in the state of Georgia and experienced in landfills.

To avoid further enforcement action, please submit an updated financial assurance demonstration on or before February 7, 2021.

Should you have any questions please contact me at (470) 604-9370.

Sincerely,

Serena A. Broska, E.I.T.
Environmental Engineer III
Solid Waste Management Program

Cc: Keith Stevens; William Cook; EPD (via email)
Mick Smith, Mountain District; GA EPD (via email)
Daniel Cheek, P.E.; HHNT, Inc. (via email)

File: 112-008D(C&D), Pickens Co. – K&M Landfill dba Whitestone Valley C&D Landfill (FA), (PERMIT)

S:\Land\DATA\Financial Assurance\Pickens Co\K&M dba Whitestone Valley\FA NOV Pickens Co. K&M Landfill dba Whitestone Valley Landfill 112-008D(C&D) FY2020.docx



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Mountain District Office

16 Center Road
Cartersville, Georgia 30121
770-387-4900

Correspondence:
Post Office Box 3250
Cartersville, Georgia 30120

Josh Bennett
Vice President of Business Operations
Cash Environmental Resources, LLC
2859 Paces Ferry Road Suite 1150
Atlanta, GA 30339

RE: **NOTICE OF VIOLATION**
Regional Energy C&D Waste Transfer Station
Union County

Dear Mr. Bennett:

On February 22, 2022, a representative of the Georgia Department of Natural Resources, Environmental Protection Division (EPD) conducted an inspection at Regional Energy C&D Waste Transfer Station, 220 Standard Dr, Blairsville, GA 30512, in Union County, GA (Site). The Site was formerly permitted by Permit-By-Rule #144-08TS (Transfer Station), but EPD has not received an updated PBR notification for the current ownership.

While conducting the inspection, EPD documented violations of the Georgia Comprehensive Solid Waste Management Act of 1990 (Solid Waste Act) and Georgia Rules for Solid Waste Management (Solid Waste Rules).

Rule 391-3-4-.06. Permit by Rule for Collection, Transportation, Processing, and Disposal states:

(1) Permit-by-Rule. Notwithstanding any other provision of these Rules, collection operations, transfer station operations, inert waste landfill operations, waste processing and thermal treatment operations, wastewater treatment and pretreatment plant sludge disposal operations, and yard trimmings waste landfill operations shall be deemed to have a solid waste handling permit if the conditions in paragraph (2) are met and the conditions in paragraph (3), for that particular category of operation are met.

(2) Notification. Within 30 days of commencing solid waste handling activities which are covered under a permit-by-Rule, notification must be made to the Director of such activity. Notification shall be made on such forms as are provided by the Director. Persons failing to notify the Director of such activities shall be deemed to be operating without a permit.

(3) Categories of Operations:

(b) Transfer Station operations:

1. Solid Waste shall be confined to the interior of transfer station buildings, and not allowed to scatter to the outside. Waste shall not be allowed to accumulate, and floors shall be kept clean and well drained.

The following violations of the Solid Waste Act and Rules are specifically limited to:

- Failure to submit an updated PBR notification to EPD Land Protection.
- Failure to confine solid waste to the interior of transfer station buildings.

In light of the above continued infractions, EPD has determined that the transfer station is operating out of compliance with Permit-By-Rule regulations, and is operating, in effect, as an unpermitted landfill. EPD is now documenting violations of the Georgia Rules for Solid Waste Management (Rules), specifically described as the open dumping of C&D waste on the property. The acceptance of prohibited waste is a violation of the following rule sections:

Section 391-3-4-.04(4-c) of the Georgia Rules for Solid Waste Management Act states: "No solid waste may be disposed of by any person in an open dump, nor may the person cause, suffer, allow, or permit open dumping on his property."

Code Section 12-8-30.7, of the Act, makes it unlawful for any person to engage in solid waste handling except in such a manner as to conform and comply with all applicable rules, regulations, and orders established under the provisions of the Act.

You are now required to perform the following actions within the listed time frames:

1. Upon receipt of this letter, you must contact the EPD Solid Waste Management Program–Solid Waste Permitting Unit at 470-251-2515 to obtain coverage under PBR Rules.
2. Within sixty (60) days of the receipt of this letter, you shall bring the Site into full permit by rule compliance by constructing a roofed enclosure to ensure that solid waste is confined to the interior of transfer station buildings, and not allowed to scatter to the outside.

We look forward to your cooperation to resolve this matter. Please contact Mr. Jason Rogers at (678) 767-9441 to discuss any questions that you may have.

Sincerely,

Kevin Dallmier
Program Manager
Mountain District Office

Cc: EPD Solid Waste Unit

Type of Inspection: Solid Waste – Complaint Inspection
 Inspector Names: Jason Rogers
 Facility Name: Regional Energy C&D Waste Transfer Station
 Location (Adjacent): 220 Standard Dr, Blairsville, GA 30512(Union County)
 Facility Contact: Josh Bennett, Vice President of Business Operations, Cash Environmental Resources, LLC, 2859 Paces Ferry Road Suite 1150, Atlanta, GA 30339
 Contact Phone No.: 706-851-6046 Email:jbennett@cashenvironmental.com

 <p>February 22, 2022 +34.859623,-84.029832 ±30.00m Union County</p>	 <p>February 22, 2022 +34.858992,-84.029892 ±30.00m Union County</p>
<p>Photo Number: 1 of 4 Date:2/22/2022Time:10:00 AMWeather:overcast Location:Regional Energy C&D Waste Transfer Station County:UnionPhotographer:Jason Rogers Observations:Transfer station operating without a roofed enclosure</p>	<p>Photo Number:2 of 4 Date:2/22/2022Time:10:00 AMWeather:overcast Location:Regional Energy C&D Waste Transfer Station County:Union Photographer:Jason Rogers Observations:Transfer station operating without a roofed enclosure</p>
 <p>February 22, 2022 +34.859242,-84.030707 ±5.00m Union County</p>	 <p>February 22, 2022 +34.859108,-84.030626 ±5.00m Union County</p>
<p>Photo Number:3 of 4 Date:2/22/2022Time:10:00 AMWeather:overcast Location:Regional Energy C&D Waste Transfer Station County:Union Photographer:Jason Rogers Observations:Transfer station operating without a roofed enclosure</p>	<p>Photo Number:4 of 4 Date:2/22/2022Time:10:00 AMWeather:overcast Location:Regional Energy C&D Waste Transfer Station County:Union Photographer:Jason Rogers Observations:Transfer station operating without a roofed enclosure</p>



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Mountain District Office

16 Center Road
Cartersville, Georgia 30121
770-387-4900

Correspondence:
Post Office Box 3250
Cartersville, Georgia 30120

Josh Bennett
Vice President of Business Operations
Cash Environmental Resources, LLC
2859 Paces Ferry Road Suite 1150
Atlanta, GA 30339

RE: **NOTICE OF VIOLATION**
Sugar Creek C&D Transfer Station
Fannin County

Dear Mr. Bennett:

On February 22, 2022, a representative of the Georgia Department of Natural Resources, Environmental Protection Division (EPD) conducted an inspection at Sugar Creek C&D Transfer Station, 79 Jeffs Way, Blue Ridge, GA 30513, in Fannin County, GA (Site). The Site was formerly permitted by Permit-By-Rule #055-14TS (Transfer Station), but EPD has not received an updated PBR notification for the current ownership.

While conducting the inspection, EPD documented violations of the Georgia Comprehensive Solid Waste Management Act of 1990 (Solid Waste Act) and Georgia Rules for Solid Waste Management (Solid Waste Rules).

Rule 391-3-4-.06. Permit by Rule for Collection, Transportation, Processing, and Disposal states:

(1) Permit-by-Rule. Notwithstanding any other provision of these Rules, collection operations, transfer station operations, inert waste landfill operations, waste processing and thermal treatment operations, wastewater treatment and pretreatment plant sludge disposal operations, and yard trimmings waste landfill operations shall be deemed to have a solid waste handling permit if the conditions in paragraph (2) are met and the conditions in paragraph (3), for that particular category of operation are met.

(2) Notification. Within 30 days of commencing solid waste handling activities which are covered under a permit-by-Rule, notification must be made to the Director of such activity. Notification shall be made on such forms as are provided by the Director. Persons failing to notify the Director of such activities shall be deemed to be operating without a permit.

(3) Categories of Operations:

(b) Transfer Station operations:

1. Solid Waste shall be confined to the interior of transfer station buildings, and not allowed to scatter to the outside. Waste shall not be allowed to accumulate, and floors shall be kept clean and well drained.

5. Any contaminated runoff from washwater shall be discharged to a wastewater treatment system and, before final release, shall be treated in a manner approved by the Division.

The following violations of the Solid Waste Act and Rules are specifically described but not limited to:

- Failure to submit an updated PBR notification to EPD Land Protection.
- Failure to partition municipal (MSW) from C&D waste in interior of transfer station.
- Failure to manage wastewater and wash water from MSW waste in interior of transfer station.

In light of the above continued infractions, EPD has determined that the transfer station is operating out of compliance with Permit-By-Rule regulations, and is operating, in effect, as an unpermitted landfill. EPD is now documenting violations of the Georgia Rules for Solid Waste Management (Rules), specifically described as the open dumping of C&D waste on the property. The acceptance of prohibited waste is a violation of the following rule sections:

Section 391-3-4-.04(4-c) of the Georgia Rules for Solid Waste Management Act states: "No solid waste may be disposed of by any person in an open dump, nor may the person cause, suffer, allow, or permit open dumping on his property."

Code Section 12-8-30.7, of the Act, makes it unlawful for any person to engage in solid waste handling except in such a manner as to conform and comply with all applicable rules, regulations, and orders established under the provisions of the Act.

You are now required to perform the following actions within the listed time frames:

1. Upon receipt of this letter, you must contact the EPD Solid Waste Management Program–Solid Waste Permitting Unit at 470-251-2515 to obtain coverage under PBR Rules.
- Within sixty (60) days of the receipt of this letter, you shall bring the Site into full permit by rule compliance by constructing a barrier to ensure that municipal solid waste (MSW) is partitioned from C&D waste in interior of transfer station in order to prevent commingling of MSW and C&D waste, and by submitting proof of proper handling of wastewater and wash water from MSW waste in interior of transfer station. A possible alternative is to cease accepting any MSW waste at this transfer station location.

We look forward to your cooperation to resolve this matter. Please contact Mr. Jason Rogers at (678) 767-9441 to discuss any questions that you may have.

Sincerely,

Kevin Dallmier
Program Manager
Mountain District Office

Cc: EPD Solid Waste Unit

Type of Inspection: Solid Waste – Complaint Inspection
 Inspector Names: Jason Rogers
 Facility Name: Sugar Creek C&D Transfer Station
 Location (Adjacent): 79 Jeffs Way, Blue Ridge, GA 30513(Fannin County)
 Facility Contact: Josh Bennett, Vice President of Business Operations, Cash Environmental Resources, LLC, 2859 Paces Ferry Road Suite 1150, Atlanta, GA 30339
 Contact Phone No.: 706-851-6046 Email:jbennett@cashenvironmental.com



February 22, 2022
 +34.896417,-84.352090 ±5.00m
 Fannin County



February 22, 2022
 +34.896188,-84.352170 ±5.00m
 Fannin County

Photo Number: 1 of 4
Date:2/22/2022**Time:**11:00 AM**Weather:**overcast
Location:Sugar Creek C&D Transfer Station
County:Fannin**Photographer:**Jason Rogers
Observations:Front view of transfer station

Photo Number:2 of 4
Date:2/22/2022**Time:**11:00 AM**Weather:**overcast
Location:Sugar Creek C&D Transfer Station
County:Fannin **Photographer:**Jason Rogers
Observations:Front view of transfer station, showing no partitioning between municipal waste (left side) and C&D waste (right side)



February 22, 2022
 +34.896033,-84.352486 ±30.00m
 Fannin County



February 22, 2022
 +34.896134,-84.352398 ±10.00m
 Fannin County

Photo Number:3 of 4
Date:2/22/2022**Time:**11:00 AM**Weather:**overcast
Location:Sugar Creek C&D Transfer Station
County:Fannin **Photographer:**Jason Rogers
Observations:No partitioning between municipal waste (left side) and C&D waste (right side)

Photo Number:4 of 4
Date:2/22/2022**Time:**11:00 AM**Weather:**overcast
Location:Sugar Creek C&D Transfer Station
County:Fannin **Photographer:**Jason Rogers
Observations:C&D waste on right side with no partitioning from municipal waste to the left



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Mountain District Office

16 Center Road
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Correspondence:
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Cartersville, Georgia 30120

Josh Bennett
Vice President of Business Operations
Cash Environmental Resources, LLC
2859 Paces Ferry Road Suite 1150
Atlanta, GA 30339

RE: **NOTICE OF VIOLATION**
Dixie Speedway Transfer Station
PBR-028-150TS
Cherokee County

Dear Mr. Bennett:

On May 18, 2022, representatives of the Georgia Department of Natural Resources, Environmental Protection Division (EPD) conducted an inspection at Dixie Speedway Transfer Station (PBR-028-150TS), 150 Dixie Drive, Woodstock, GA 30189 in Cherokee County, GA (Site).

While conducting the inspection, EPD documented violations of the Georgia Comprehensive Solid Waste Management Act of 1990 (Solid Waste Act) and Georgia Rules for Solid Waste Management (Solid Waste Rules).

Rule 391-3-4-.06. Permit by Rule for Collection, Transportation, Processing, and Disposal states:

(1) Permit-by-Rule. Notwithstanding any other provision of these Rules, collection operations, transfer station operations, inert waste landfill operations, waste processing and thermal treatment operations, wastewater treatment and pretreatment plant sludge disposal operations, and yard trimmings waste landfill operations shall be deemed to have a solid waste handling permit if the conditions in paragraph (2) are met and the conditions in paragraph (3), for that particular category of operation are met.

(2) Notification. Within 30 days of commencing solid waste handling activities which are covered under a permit-by-Rule, notification must be made to the Director of such activity. Notification shall be made on such forms as are provided by the Director. Persons failing to notify the Director of such activities shall be deemed to be operating without a permit.

(3) Categories of Operations:

(b) Transfer Station operations:

1. Solid Waste shall be confined to the interior of transfer station buildings, and not allowed to scatter to the outside. Waste shall not be allowed to accumulate, and floors shall be kept clean and well drained.

The following violations of the Solid Waste Act and Rules are specific limited to:

- Failure to confine solid wasteto the interior of transfer station buildings.
- Failure to have a floor for interior of transfer station in order to ensure that facility is clean and well drained.

In light of the above continued infractions, EPD has determined that the transfer station is operating out of compliance with Permit-By-Rule regulations, and is operating, in effect, as an unpermitted landfill. EPD is now documenting violations of the Georgia Rules for Solid Waste Management (Rules), specifically described as the open dumping of C&D waste on the property. The acceptance of prohibited waste is a violation of the following rule sections:

Section 391-3-4-.04(4-c) of the Georgia Rules for Solid Waste Management Act states: "No solid waste may be disposed of by any person in an open dump, nor may the person cause, suffer, allow, or permit open dumping on his property."

Code Section 12-8-30.7, of the Act, makes it unlawful for any person to engage in solid waste handling except in such a manner as to conform and comply with all applicable rules, regulations, and orders established under the provisions of the Act.

You are now required to perform the following actions within the listed time framesin order to maintain Permit coverage:

1. Upon receipt of this letter, you must clean all waste that has accumulated outside of the interior of the transfer station.
2. Within ninety (90) days of the receipt of this letter, you shall bring the Site into full permit by rule compliance by constructing a concrete floor for the station interiorand for the truck pickup drive behind the station, along with suitable draining design,to ensure that waste does not drain into the soil at the facility.

We look forward to your cooperation to resolve this matter. Please contact Mr. Jason Rogers at (678) 767-9441 to discuss any questions that you may have.

Sincerely,

Kevin Dallmier
Program Manager
Mountain District Office

Cc: EPD Solid Waste Unit

Type of Inspection: Solid Waste – Complaint Inspection
 Inspector Names: Jason Rogers
 Facility Name: Dixie Speedway Transfer Station (PBR-028-150TS)
 Location (Adjacent): 150 Dixie Drive, Woodstock, Georgia 30189 (Cherokee County)
 Facility Contact: Josh Bennett, Vice President of Business Operations, Cash Environmental Resources, LLC, 2859 Paces Ferry Road Suite 1150, Atlanta, GA 30339
 Contact Phone No.: 706-851-6046 Email: jrbennett@cashenvironmental.com



May 18, 2022
 +34.091447, -84.558872 ±5.00m
 Cherokee County



May 18, 2022
 +34.091296, -84.559529 ±30.00m
 Cherokee County

Photo Number: 1 of 4
Date: 5/18/2022 **Time:** 9:00 AM **Weather:** sunny
Location: Dixie Speedway Transfer Station
County: Cherokee **Photographer:** Jason Rogers
Observations: Transfer station operating without confining waste to interior. Station has no floor, only soil beneath the roof.

Photo Number: 2 of 4
Date: 5/18/2022 **Time:** 9:00 AM **Weather:** sunny
Location: Dixie Speedway Transfer Station
County: Cherokee **Photographer:** Jason Rogers
Observations: Transfer station operating without confining waste to interior. Station has no floor, only soil beneath the roof



May 18, 2022
 +34.091831, -84.559206 ±5.00m
 Cherokee County



May 18, 2022
 +34.091529, -84.559510 ±5.00m
 Cherokee County

Photo Number: 3 of 4
Date: 5/18/2022 **Time:** 9:00 AM **Weather:** sunny
Location: Dixie Speedway Transfer Station
County: Cherokee **Photographer:** Jason Rogers
Observations: Waste spilling out the back barrier behind transfer station. Only soil ground for truck pickup driveway

Photo Number: 4 of 4
Date: 5/18/2022 **Time:** 9:00 AM **Weather:** sunny
Location: Dixie Speedway Transfer Station
County: Cherokee **Photographer:** Jason Rogers
Observations: Waste spilling out the back barrier behind transfer station. Only soil ground for truck pickup driveway



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU22-04. Applicant: Tillman Family LLLP
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Special Use permit to allow a private park to be developed on (2) Tillman Family properties identified as Tax ID C023-0001-007 and C023-0001-008. Total property area is approximately 34 acres.</p> <p>The private park will be for the development of a youth baseball practice field or fields on a Pay-Per-Use model for teams needing practice facilities. Under the current O-C zoning, private parks are not an allowed use. Private parks are an allowed use in the adjacent R-20 (Residential) zoning district.</p> <p>Text amendment, T22-04, is the amendment to add private parks to the O-C zoning district permitted uses.</p> <p>Planning Commission recommends approval, 5-0.</p>
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU22-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tillman Family, LLLP**

Representative: **Lauren Knoll, Southland Engineering.**

Property Owner: **Tillman Family, LLLP**

Property Location: **Tax ID C023-0001-007 & C023-0001-008**

Access to the Property: **From West Ave via an access easement on the Ingles grocery store property.**

Site Characteristics:

Tract Size: **34 +/- ac.** District: **4th** Section: **3rd** LL(S): **522 & 559**

Ward:**5** Council Member: **Gary Fox**

LAND USE INFORMATION

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

Proposed Zoning: **No change**

Proposed Use: **Private park (pay-per-use baseball field or fields)**

Current Zoning of Adjacent Property:

North: **AG (Agriculture) and County A-1 (Agriculture)**

South: **O-C, G-C (General Commercial) and L-I (Light Industrial)**

East: **O-C & R-20 (Residential)**

West: **County A-1**

The Future Development Map designates the subject property as: **Highway Commercial and Community Village Center.**

The Future Land Use Map designates the subject property as: **Commercial and Community Parks/ Recreation/ Conservation.**

2. City Department Comments:

Electric: Takes no exception

Fibercom: Has no comment

Fire: No comments received.

Gas: The Gas System takes no exception to the following text amendment case T22-04. The Gas System, furthermore, takes no exception to the request for the Tillman Ballfield as attached provided the improvements do not conflict with the existing natural gas facilities.

Public Works: Public Works has no objection.

Water and Sewer: No objection. Service not impacted.

3. Public Comments:

No comments as of 10-5-22.

4. Special Use Review

Tillman Family LLLP owns undeveloped property zoned Office-Commercial (O-C) near West Ave. and north of the Ingles grocery store property. The Tillman properties are identified as Tax ID C023-0001-007 and C023-0001-008. Total property area is approximately 34 acres.

The Tillman Family has agreed to allow a practice youth baseball field to be constructed on the property. The field or fields would be a Pay-Per-Use for teams needing practice facilities. Under the current O-C zoning, private parks are not an allowed use. Private parks are an allowed use in the adjacent R-20 (Residential) zoning district.

Currently, one field is proposed. If the pay-per-use model is successful, additional ballfields or multi-purpose fields could be added in the future.

A conservation easement exists on each of the identified properties. If the SUP is approved, the conservation easement will have to be dissolved, and back taxes, penalties, and/or interest will have to be paid to the County by the applicant.

The applicant has filed for the text amendment, T22-04, to add Private Parks to the list of allowed uses in the O-C zoning district with a Special Use Permit. The text amendment is intended to be considered concurrently with this special use permit.

No additional special use requirements for private parks are suggested at this time. If the text amendment and special use permit are approved, the applicant and their design consultant are responsible for getting approved site plans before ball field construction begins. Site plans have been

submitted for review, but are on hold pending approval of the text amendment and special use permit.

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. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 - 1. The effect of the proposed activity on traffic flow along adjoining streets;
 - 2. The availability, number and location of off-street parking;
 - 3. Protective screening;
 - 4. Hours and manner of operation of the proposed use;
 - 5. Outdoor lighting;
 - 6. Ingress and egress to the property; and
 - 7. Compatibility with surrounding land use.

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

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 West Avenue is anticipated. There may be short periods of increased traffic through the Ingles property to access the ballfield.

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

How Standard #2 has / will be met: Parking will be added on private property for the ballfield.

Standard #3: Protective screening.

How Standard #3 has / will be met: Buffer required along the R-20 zoning district which is, currently, property belonging to the applicant.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Information not provided by applicant, but likely limited to after-school hours, school breaks, holidays and weekends.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Information not provided by applicant, but no lights are currently planned per the submitted site plans.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Access easement provided through Ingles grocery store property.

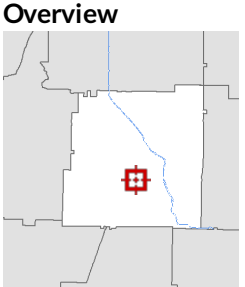
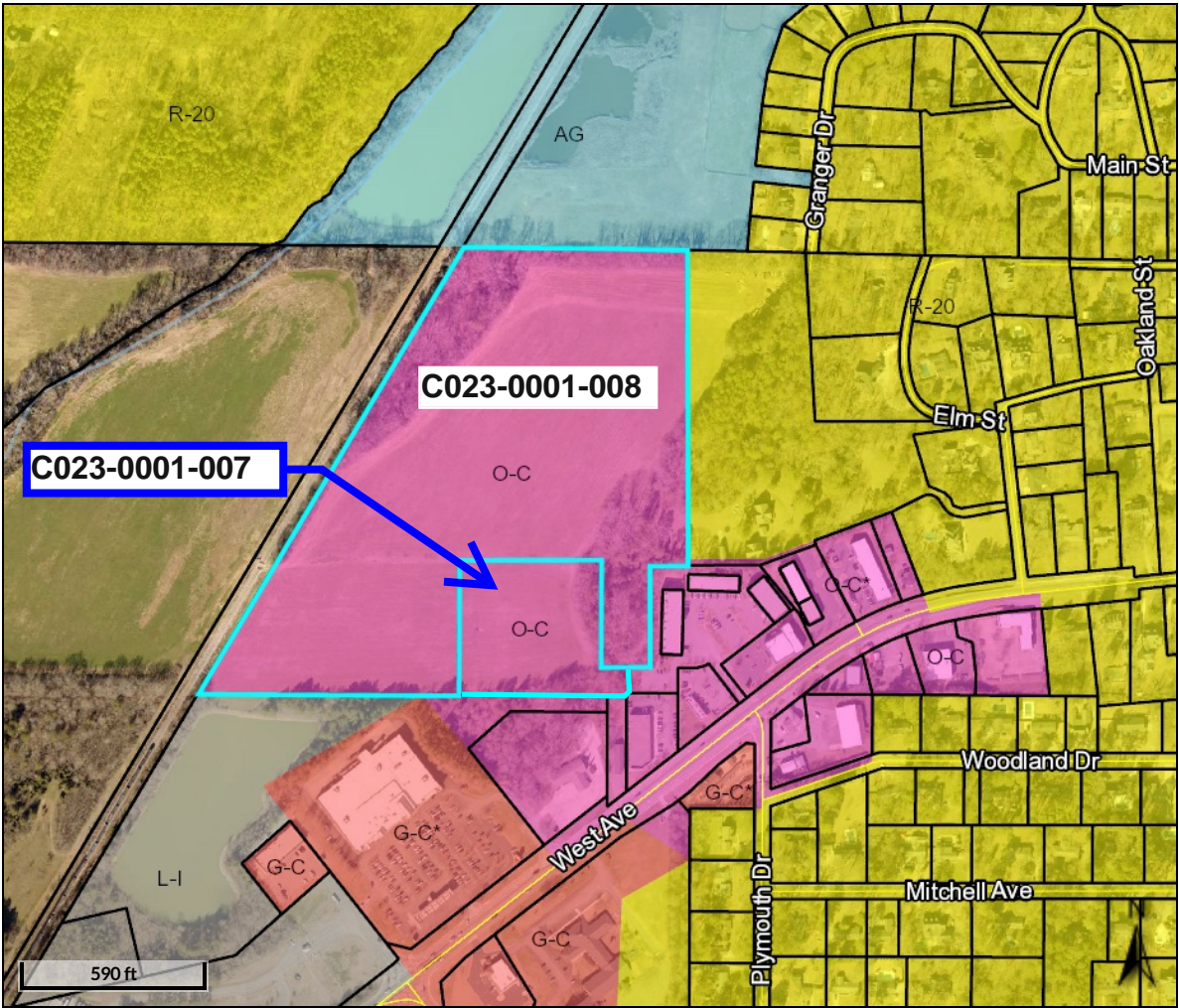
Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: No compatibility conflicts have been identified except where the O-C zoned parcels abut R-20 zoned parcels.

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.

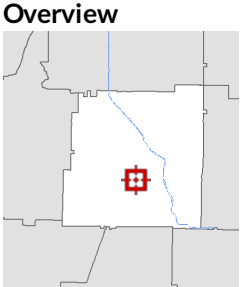
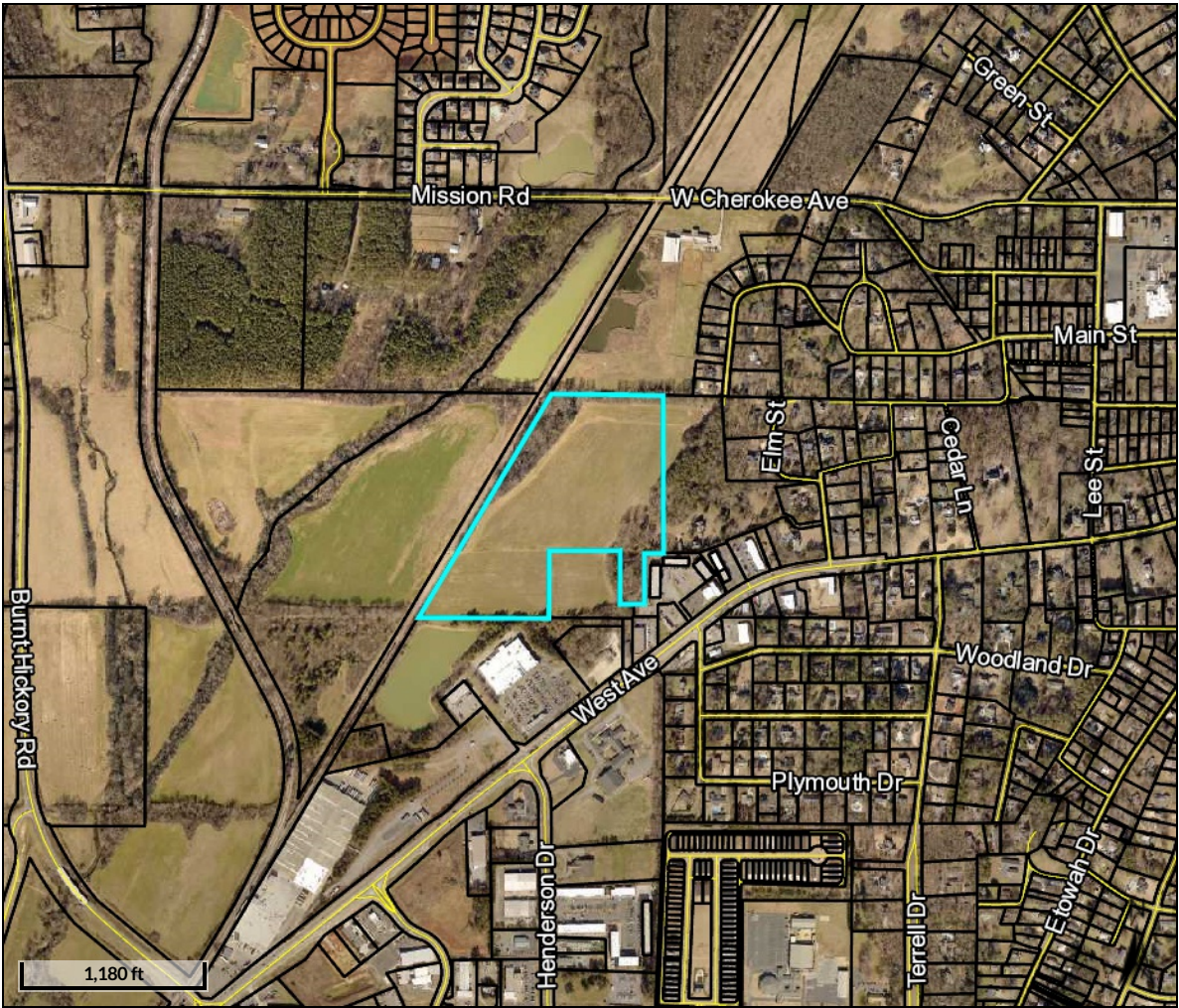


- Legend**
- Parcels
 - Roads
- Cartersville Zoning**
- AG
 - DBD
 - G-C
 - G-C*
 - H-I
 - H-I*
 - L-I
 - L-I*
 - M-U
 - M-U*
 - MF-14
 - MF-14*
 - MN
 - O-C
 - O-C*
 - P-D
 - P-D*
 - P-I
 - P-S
 - P-S*
 - R-10
 - R-10*
 - R-15
 - R-15*
 - R-20
 - R-20*
 - R-7
 - R-7*
 - R-D
 - RA-12
 - RA-12*
 - RSL

Parcel ID	C023-0001-008	Alternate ID	44092	Owner Address	TILLMAN FAMILY LLLP
Sec/Twp/Rng	n/a	Class	Consrv Use		PO BOX 1341
Property Address	WEST AVE	Acreage	29.66		CARTERSVILLE, GA 30120-1341
District	Cartersville				
Brief Tax Description	LL521, 522 D4				

(Note: Not to be used on legal documents)

Date created: 10/5/2022
 Last Data Uploaded: 10/4/2022 10:39:43 PM
 Developed by Schneider
 GEOSPATIAL



Legend
 □ Parcels
 — Roads

Parcel ID	C023-0001-008	Alternate ID	44092	Owner Address	TILLMAN FAMILY LLLP
Sec/Twp/Rng	n/a	Class	Consv Use		PO BOX 1341
Property Address	WEST AVE	Acreage	29.66		CARTERSVILLE, GA 30120-1341
District	Cartersville				
Brief Tax Description	LL521, 522 D4				

(Note: Not to be used on legal documents)

Date created: 9/21/2022
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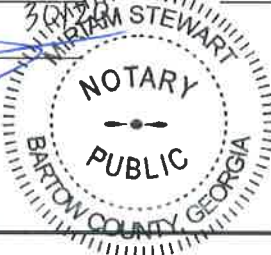
Application for Special Use
City of Cartersville

Case Number: S022-04
Date Received: 8-31-2022

Public Hearing Dates:

Planning Commission 10-11-2022 5:30pm 1st City Council 10-20-2022 7:00pm 2nd City Council 11-3-2022 7:00pm

Applicant Tillman Family LLLP Office Phone 770-475-3006
(printed name)
 Address P.O. Box 1341 Mobile/ Other Phone 770-815-8599
 City Cartersville State GA Zip 30120 Email rich@prefsales.com
Lauren Noll Phone (Rep) 770-387-0440
 Representative's printed name (if other than applicant)
 Email (Rep) simonson@southlandengineers.com
 Representative Signature
 Applicant Signature
 Signed, sealed and delivered in presence of:
 Notary Public
 My commission expires: 10/11/2025


* Titleholder Tillman Family LLLP Phone 770-475-3006
(titleholder's printed name)
 Address P.O. Box 1341 Cartersville Email rich@prefsales.com
 Signature 
 Signed, sealed, delivered in presence of:
 Notary Public
 My commission expires: 10/11/2025


Present Zoning District O-C
 Acreage 45.387 Land Lot(s) 522 & 559 District(s) 4th Section(s) 3rd
 Location of Property: West Avenue
(street address, nearest intersections, etc.)
 Reason for Special Use Request: To allow private parks under the current zoning district
(attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: _____

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		
Greg Culverhouse	_____	_____ ✓
Harrison Dean	_____	_____ ✓
Lamar Pendley	_____	_____ ✓
Open		
Travis Popham	_____	_____ ✓
Jeffery Ross	_____	_____ ✓
Stephen Smith	_____	_____ ✓

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


8-29-2022

Signature
Date



Print Name

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

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

How Standard #1 has / will be met:

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

How Standard #2 has / will be met:

Standard #3: Protective screening.

How Standard #3 has / will be met:

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

How Standard #4 has / will be met:

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

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

Signed,

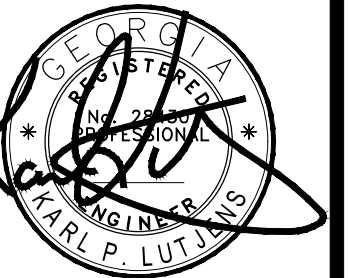
Applicant or Representative

Date

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SOUTHLAND
ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD., CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

TILLMAN FIELD
PRACTICE BALLFIELD
LOCATED IN LAND LOTS 522 & 559
4TH DISTRICT, 3RD SECTION
CITY OF CARTERSVILLE, GEORGIA



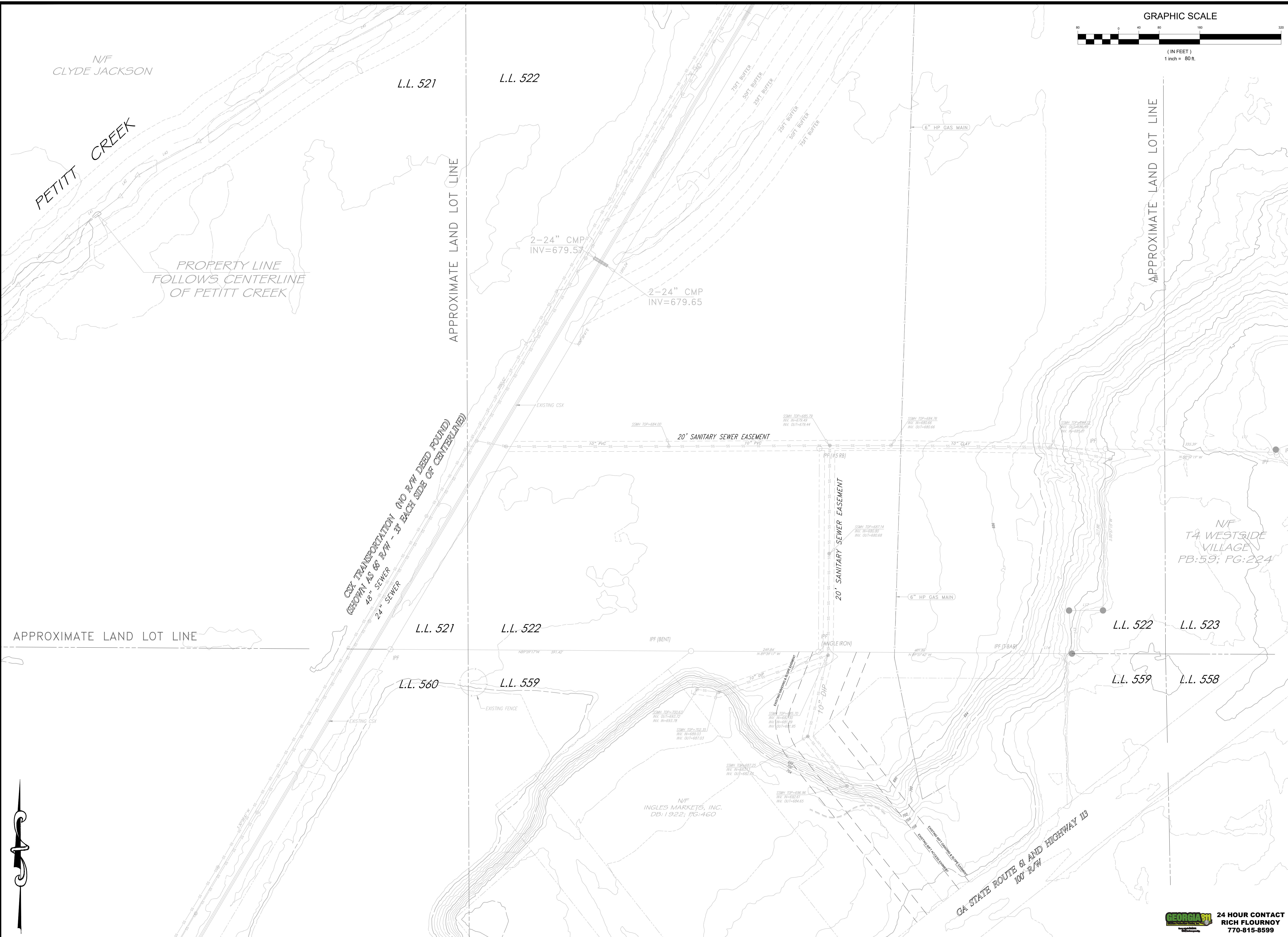
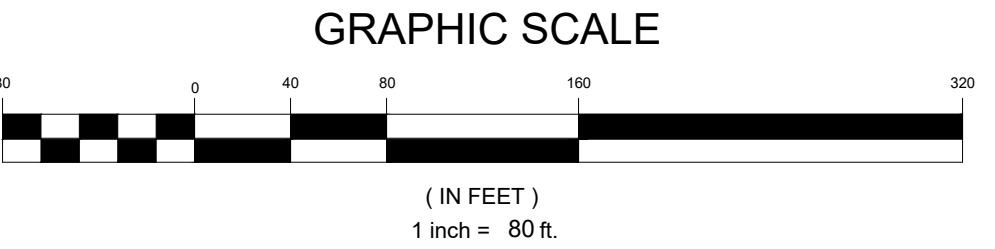
SHEET TITLE:

EXISTING
CONDITIONS
PLAN

SHEET NO.:

C101

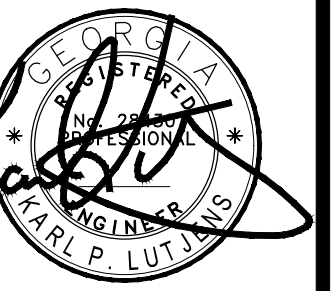
GEORGIA
24 HOUR CONTACT
RICH FLOURNOY
770-815-8599



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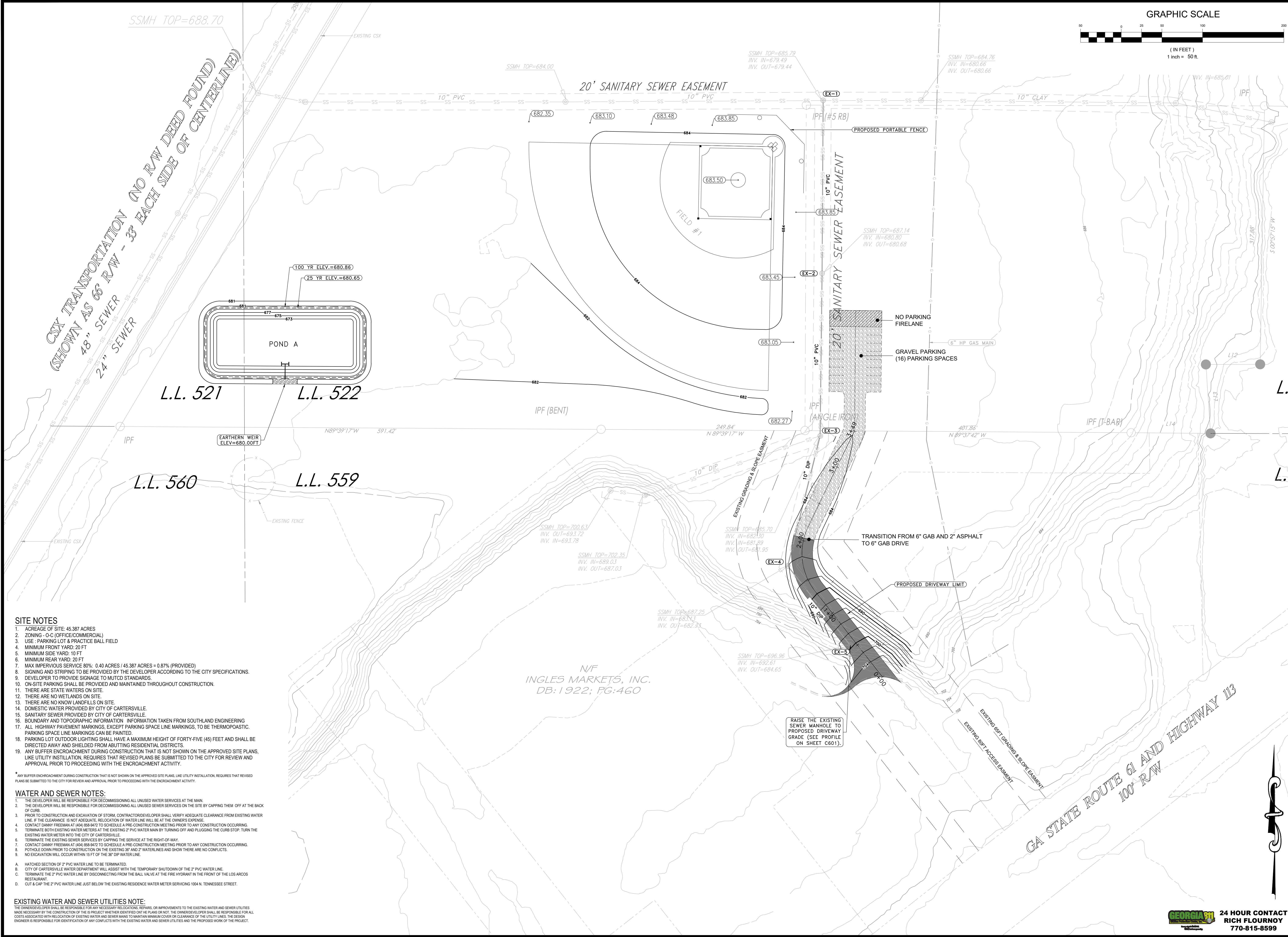
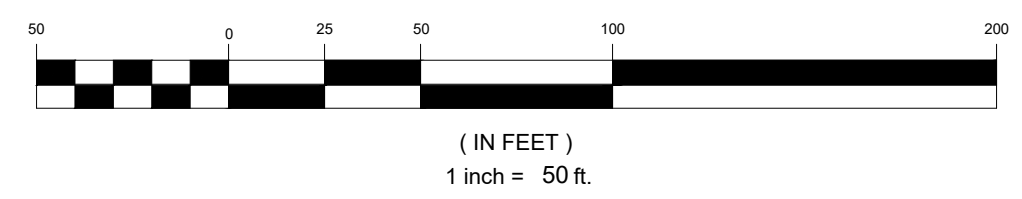
SHEET TITLE:

SITE,
UTILITIES,
GRADING &
EROSION
PLAN

SHEET NO.:

C201

GRAPHIC SCALE



SITE NOTES

1. ACREAGE OF SITE: 45.387 ACRES
2. ZONING - O-C (OFFICE/COMMERCIAL)
3. USE - PARKING LOT & PRACTICE BALL FIELD
4. MINIMUM FRONT YARD: 20 FT
5. MINIMUM SIDE YARD: 10 FT
6. MINIMUM REAR YARD: 20 FT
7. MAX IMPERVIOUS SERVICE 80%: 0.40 ACRES / 45.387 ACRES = 0.87% (PROVIDED)
8. SIGNING AND STRIPING TO BE PROVIDED BY THE DEVELOPER ACCORDING TO THE CITY SPECIFICATIONS.
9. DEVELOPER TO PROVIDE SIGNAGE TO MUTCD STANDARDS.
10. ON-SITE PARKING SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION.
11. THERE ARE STATE WATERS ON SITE.
12. THERE ARE NO WETLANDS ON SITE.
13. THERE ARE NO KNOW LANDFILLS ON SITE.
14. DOMESTIC WATER PROVIDED BY CITY OF CARTERSVILLE.
15. SANITARY SEWER PROVIDED BY CITY OF CARTERSVILLE.
16. BOUNDARY AND TOPOGRAPHIC INFORMATION: INFORMATION TAKEN FROM SOUTHLAND ENGINEERING
17. ALL HIGHWAY PAVEMENT MARKINGS, EXCEPT PARKING SPACE LINE MARKINGS, TO BE THERMOPLASTIC. PARKING SPACE LINE MARKINGS CAN BE PAINTED.
18. PARKING LOT OUTDOOR LIGHTING SHALL HAVE A MAXIMUM HEIGHT OF FORTY-FIVE (45) FEET AND SHALL BE DIRECTED AWAY AND SHIELDED FROM ABUTTING RESIDENTIAL DISTRICTS.
19. ANY BUFFER ENCROACHMENT DURING CONSTRUCTION THAT IS NOT SHOWN ON THE APPROVED SITE PLANS, LIKE UTILITY INSTALLATION, REQUIRES THAT REVISED PLANS BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH THE ENCROACHMENT ACTIVITY.

WATER AND SEWER NOTES:

1. THE DEVELOPER WILL BE RESPONSIBLE FOR DECOMMISSIONING ALL UNUSED WATER SERVICES AT THE MAIN.
 2. THE DEVELOPER WILL BE RESPONSIBLE FOR DECOMMISSIONING ALL UNUSED SEWER SERVICES ON THE SITE BY CAPPING THEM OFF AT THE BACK OF CURB.
 3. PRIOR TO CONSTRUCTION AND EXCAVATION OF STORM, CONTRACTOR/DEVELOPER SHALL VERIFY ADEQUATE CLEARANCE FROM EXISTING WATER LINE. IF THE CLEARANCE IS NOT ADEQUATE, RELOCATION OF WATERLINE WILL BE AT THE OWNERS EXPENSE.
 4. CONTACT DANNY FREEMAN AT (404) 868-9472 TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO ANY CONSTRUCTION OCCURRING.
 5. TERMINATE BOTH EXISTING WATER METERS AT THE EXISTING 2" PVC WATER MAIN BY TURNING OFF AND PLUGGING THE CURB STOP. TURN THE EXISTING WATER METER INTO THE CITY OF CARTERSVILLE.
 6. TERMINATE THE EXISTING SEWER SERVICES BY CAPPING THE SERVICE AT THE RIGHT-OF-WAY.
 7. CONTACT DANNY FREEMAN AT (404) 868-9472 TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO ANY CONSTRUCTION OCCURRING.
 8. POT-HOLE DOWN PRIOR TO CONSTRUCTION ON THE EXISTING 36" AND 2" WATERLINES AND SHOW THERE ARE NO CONFLICTS.
 9. NO EXCAVATION WILL OCCUR WITHIN 15 FT OF THE 36" DIP WATER LINE.
- A. HATCHED SECTION OF 2" PVC WATER LINE TO BE TERMINATED.
 B. CITY OF CARTERSVILLE WATER DEPARTMENT WILL ASSIST WITH THE TEMPORARY SHUTDOWN OF THE 2" PVC WATER LINE.
 C. TERMINATE THE 2" PVC WATER LINE BY DISCONNECTING FROM THE BALL VALVE AT THE FIRE HYDRANT IN THE FRONT OF THE LOS ARCOS RESTAURANT.
 D. OUT & CAP THE 2" PVC WATER LINE JUST BELOW THE EXISTING RESIDENCE WATER METER SERVICING 1004 N. TENNESSEE STREET.

EXISTING WATER AND SEWER UTILITIES NOTE:

THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR ANY NECESSARY RELOCATIONS, REPAIRS, OR IMPROVEMENTS TO THE EXISTING WATER AND SEWER UTILITIES. IF NECESSARY, THE CONSTRUCTION OF THE PROJECT IDENTIFIED ON THE PLANS OR NOT. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH RELOCATION OF EXISTING WATER AND SEWER LINES TO MAINTAIN MINIMUM COVER CLEARANCE OF THE UTILITY LINES. THE DESIGN ENGINEER IS RESPONSIBLE FOR IDENTIFICATION OF ANY CONFLICTS WITH THE EXISTING WATER AND SEWER UTILITIES AND THE PROPOSED WORK OF THE PROJECT.

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SOUTHLAND ENGINEERING
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
 114 OLD MILL ROAD., CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

TILLMAN FIELD PRACTICE BALLFIELD
 LOCATED IN LAND LOTS 522 & 559
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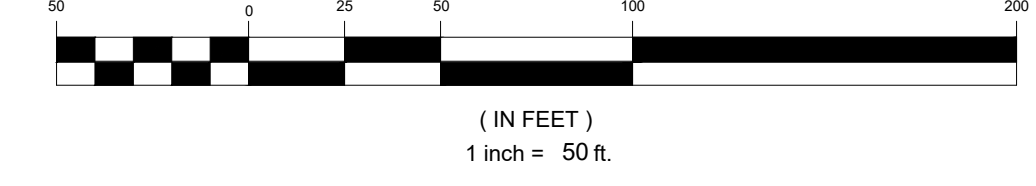
SHEET TITLE:

SITE PLAN

SHEET NO.:

CZ-1

GRAPHIC SCALE



SSMH TOP=688.70

CSX TRANSPORTATION (NO R/W DEED FOUND)
 SHOWN AS 66' R/W - 33' EACH SIDE OF CENTERLINE
 48" SEWER
 24" SEWER

TOTAL
 29.66 ACRES
 N/F
 TILLMAN FAMILY LLLP
 DB:3008; PG:394
 TAX PARCEL:CO23-0001-008

TOTAL
 4.37 ACRES
 N/F
 TILLMAN FAMILY LLLP
 DB:3008; PG:428
 TAX PARCEL:CO23-0001-007

L.L. 521

L.L. 522

L.L. 560

L.L. 559

N/F
 INGLES MARKETS, INC.
 DB:1922; PG:460

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GEORGIA 24 HOUR CONTACT
 RICH FLOURNOY
 770-815-8599

Images taken 9-27-22





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Agreement with Freeman Mathis and Gary, LLP
DEPARTMENT SUMMARY RECOMMENDATION:	I would like to enter into an agreement with Freeman Mathis and Gary, LLP to assist the city with updating our reasonable accommodation policy and recommend approval of this item.
LEGAL:	Agreement reviewed by Keith Lovell.



Freeman
Mathis & Gary LLP

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339-5948

Tel: 770.818.0000

www.fmglaw.com

Michael M. Hill
Partner

D: 770.303.8635

C: 901.832.5911

MHill@fmglaw.com

October 7, 2022

VIA ELECTRONIC MAIL

Mayor Matt Santini
City of Cartersville
1 N. Erwin Street
P.O. Box 1390
Cartersville, GA 30120
msantini@cartersvillega.gov

Re: City of Cartersville – General Employment Advice

Dear Mayor Santini:

On behalf of Freeman Mathis & Gary, LLP (“Firm”), we appreciate the opportunity to represent City of Cartersville (“you”) with respect to providing on-going legal services as defined below. Thank you for selecting us. Our goal for this and every client relationship is for you to be pleased you have made the decision to engage the Firm to assist you with your legal needs.

Please excuse the formality of this letter and the accompanying Master Terms and Conditions of Engagement which are incorporated herein (collectively “Agreement”). The purpose of this Agreement is important and to set forth a clear, mutual understanding of the services we will provide and the scope, terms and conditions under which those services are to be performed.

Scope and Limitation of Legal Services: You are entering into this Agreement to retain the Firm to provide ongoing, general legal services solely related to Labor and Employment Advice regarding reasonable accommodation under the American with Disabilities Act (hereinafter and heretofore “Matter”).

We assume no greater right or responsibility to any person or entity, or any claim, lawsuit, or proceeding, other than this Matter. In addition, if you are a corporation or partnership, the Firm will only act on behalf of the legal entity. We are not retained and will not act on behalf of any of its parents, subsidiaries, affiliated or related entities, or any individual owner, director, officer, or employee, unless the Firm is specifically authorized or directed to by you in writing (e.g., our representation of your employees or others in deposition). Any other existing or future matters in



October 7, 2022
Page 2

which we may represent you or any related person or entity are or will be reflected by engagement agreements separate from this one.

Fees and Billing: Your acceptance of our representation acknowledges your obligation to timely pay our fees and expenses. Rates are negotiable and typically are adjusted at the beginning of each calendar year. Rates currently are:

Partners:	\$215
Associates:	\$195
Paralegals:	\$95

You agree to accept pay any adjusted rates as subsequently provided to you in writing or by any Firm invoice.

Effective Date: The Agreement is effective upon signing by you and its terms shall be retroactive to the date the Firm first performed services for you which are the subject of this Agreement, so long as any required retainer has been received by the Firm.

Thank you for the opportunity to represent you in this matter. Please confirm this Agreement accurately describes our mutual understanding by signing below and returning a signed copy. We look forward to working with you and being of service.

Best regards.

Very truly Yours,

FREEMAN MATHIS & GARY, LLP

Michael M. Hill

MMH/pac
Enclosures

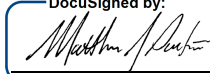
cc: Dan Porta, City Manager (via email: dporta@cityofcartersville.org)



Meeting: October 20, 2022 Item 10.

October 7, 2022
Page 3

The undersigned confirms the terms of this Agreement and agrees to be bound thereby:

DocuSigned by:

9E52EA18E197463...
Signature

Matt Santini
Print Name

Mayor
Title
10/10/2022
Date

Freeman Mathis & Gary, LLP
Terms and Conditions of Engagement

The following provisions will apply to this Matter and any subsequent representation of you, including in any litigation or dispute of any kind. Collectively the engagement letter and these Master Terms and Conditions of Engagement are referred to collectively as “Agreement.”

If you have questions regarding your or the Firm’s rights and obligations under this Agreement, please let us know so we can address any questions or concerns you may have. We cannot provide legal services until this Agreement is signed and returned to us, and arrangements have been made to address payment of any retainer obligations that may exist. If we are unable to answer any question or concern to your satisfaction, do not sign this Agreement until you have consulted with your advisor or another legal counsel or representative. Once this Agreement is signed and returned to us, we will be entitled to assume that it is fully understood, and you agree to the scope, terms and conditions of our representation.

Preserving Confidences: We are entering into a privileged and confidential relationship with you. You and each of your directors, officers, employees, agents, and representatives are required to maintain the confidences and confidential exchanges of information, opinions, and communications we will exchange during the course of our representation. It is imperative to our relationship with you not to disclose our communications with you to any other person or entity outside of this protected relationship. Inadvertent or intentional disclosures or sharing of confidential information can not only result in a loss of defense or claims, but it can also harm your rights under the insurance policy.

By executing this Agreement, you have approved the use of internet e-mail communication, without encryption, for our communications with you and other persons, parties, legal counsel, and other involved individuals and entities in carrying out our legal services. Due to their inherent nature, email communications, cell phone and other wireless communications may be vulnerable to interception by unauthorized parties during transmission. The Firm cannot guarantee the confidentiality of any information sent by email, cell phone or other wireless transmission, or that any such transmission would be considered “attorney-client” privileged. If you do not wish the Firm to communicate by email, or by cell phone or other wireless transmissions on your Matter, please notify the Firm in writing. In the absence of such notification, you consent that the Firm will not take any additional security measures, including, but not limited to, encryption. Although the Firm subscribes to and uses virus protection software that it believes to be reliable, the Firm cannot warrant that any emails from the Firm or attachments thereto are free from any virus. The Firm recommends that you independently take steps to ensure transmissions are actually virus-free.

Possible Additional Payments: There may be theories of liability asserted against you that entitle the other party to attorneys’ fees, costs, penalties, or liquidated damages. Such amounts are solely your responsibility and are not the responsibility or obligation of the Firm.

Fees and Billing: You agree to accept pay any adjusted rates as subsequently provided to you in writing or by any Firm invoice. Firm time will be accounted for in tenths of an hour, and fees are calculated by applying hourly rates assigned to the Firm attorneys and other staff. Rates may also be subject to court approval pursuant to applicable statutory restrictions. The Firm may, from time to time and in its sole discretion, utilize contract, outsource, and/or temporary service providers in connection with performing certain of the tasks to be rendered in connection with this engagement at the rates listed below. Fee and expenses will be billed monthly and are due upon receipt. Any bills that are not paid within 45 days from our mailing may be subject to a late charge equal to the lesser of 1% per month on the unpaid balance or the maximum rate permitted by law. The invoices provided to you will reflect all the Firm personnel who have billed time related to the representation of you and their rates. Our invoices, which are considered confidential communications, must not be shared with any person or entity not directly employed by you, and you also agree not to inform others of the Firm’s rates being charged to you.

We also may use outside vendors in meeting our legal service obligations, the direct costs of which will be either separately payable by you at the time of the receipt of vendor’s invoice or included on our invoice(s). You are also obligated to pay for costs we incur or advance on your behalf, including amounts for filing fees, postage and copying expenses, required travel, and other reasonable and necessary costs (other than routine administrative costs not directly incurred in response to the defense of the Matter). You agree not to inform others of the Firm’s rates being charged to you. The Firm will have a lien for the Firm’s fees and advanced expenses with respect to the Matter and on all proceeds

of any recovery obtained whether by settlement, arbitration award, or court judgment or on any property obtained, including by patent, trademark, copyright, rescission, specific performance or other means. This generally means that the Firm has an ownership interest in any recovery by you to the extent of the Firm's unpaid fees and expenses. You acknowledge that you are aware of the right to seek the advice of independent counsel as to this provision and have been provided a reasonable opportunity to do so.

Clients sometimes ask us to estimate future fees and other charges. Any estimate we may provide in connection with this Matter will be based on our professional judgment and the circumstance as they appear at the time. As such, any estimate is subject to the understanding that, unless agreed otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate fee and charge are frequently more or less than the amount estimated.

Insurance Coverage/Indemnity Providers: You should determine if there may be insurance companies or other responsible entities or persons who may have coverage or an obligation for indemnity for any claims asserted against you or damages sought against you in any case or controversy. In the event you have notice of a potential claim against you, please provide in writing a copy of the claim directly to your insurance broker and any insurance companies with whom you have or had policies. These insurance providers could include any carrier providing (without limitation) umbrella insurance, professional liability insurance, directors and officers insurance, errors and omissions insurance, or homeowners insurance. You agree you will solely be responsible for tendering the defense of any claim or request for indemnification to any insurers or other persons or entities who may owe you a defense or indemnification

Dispute Resolution: In the event of any dispute relating to this Agreement, the relationship between the Firm and you, the services performed (including but not limited to disputes regarding the Firm's fees or expenses, claims of negligence, breach of fiduciary duty or contract, fraud or any claims based upon a written law) or any other dispute between the Firm and you (including disputes concerning any agents, partners, employees, officers, insurers, related entities, or persons of either you or the Firm), both the Firm and you agree to final and binding arbitration, including any issue relating to the scope or proper interpretation of this arbitration obligation.

Before filing a petition or request for arbitration, the party initiating the claim shall affirmatively seek in good faith to meet and confer for 30 days before a petition or request for arbitration is filed. The opposing party shall also meet and confer in good faith, with each party agreeing to promptly respond to the other party's communications.

If the dispute is not resolved through this meet and confer process, either party may initiate the arbitration process by filing an initiating document with Henning Mediation & Arbitration Services, Inc. ("Henning") (www.henningmediation.com; 800-843-6050), or such arbitration service as the Firm may reasonably decide upon should it be determined that Henning Mediation is no longer an active mediation service or cannot perform its arbitration function for any reason. Unless the law of the jurisdiction in which we will be providing local services requires that the arbitration be conducted in that state, the arbitration will be conducted in Atlanta, Georgia. Otherwise, the arbitration shall take place in the city of the Firm's office indicated at the end of this Agreement.

The Firm and you agree to share equally in the cost of the arbitration, except that each side is responsible for its own attorney's fees and costs, unless the Arbitrator determines that a claim or defense was put forward in bad faith or in a frivolous manner, resulting in a reallocation of fees or costs as the Arbitrator may reasonably decide.

Unless this provision is prohibited by applicable law, you expressly represent that in any dispute or arbitration proceeding, you can and will only seek to represent and advance your own interests; you shall be prohibited from seeking to assert a claim on behalf of any other party or person, either on a multi-party, representative, or class action basis; and in no event shall you be entitled to seek punitive or exemplary damages, or consequential or remote damages, in the absence of proof of knowing and intentional misconduct expressly approved or ratified by the Firm.

You agree that this dispute resolution process is not required by law, regulation, or ethical standard, but is an important provision to the Firm that is required in its client relationships. By then entering into this binding arbitration provision:

- You and the Firm are waiving the right to submit the dispute to a judge or jury, although you and the Firm both retain the right to seek immediate injunctive or declaratory relief, including relief by *ex parte* expedited proceedings, in the case of breaches of confidence or violations of law or equity that require

immediate judicial intervention in the protection of either, or both, parties' protected privacy, safety, or ethical rights or interests;

- Pre-arbitration discovery is generally more limited, and different from, the discovery allowed in court proceedings, and you and the Firm jointly request that the Arbitrator affirmatively prohibit discovery unless it is deemed actually necessary to the preparation of a party's case, in conformity with principles of due process, with the Arbitrator still directed to impose reasonable time, manner, and location limitations in order to expedite the discovery and overall resolution of the dispute;
- The Arbitrator's award is not required to include factual findings or legal reasonings, and it may contain factual or legal errors that cannot be reviewed on appeal or through separate legal challenge;
- This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* ("FAA");
- The Arbitrator is entitled to grant any remedy that an administrative agency, court, or jury would be entitled to issue, except for those damages or limitations noted above; and
- Judgment on any arbitration award may be entered in any court having jurisdiction, and the parties consent to the jurisdiction of the state or federal district court for the purpose of entry of the Judgment and any requirements contained therein.

Notwithstanding the foregoing, if a dispute arises between the Firm and you regarding the Firm's fees or expenses under this Agreement, either party has the right to elect the binding arbitration provisions of any local law or State Bar-sponsored program intended to provide an expedited procedure to resolve such disputes. If the parties do not proceed under the State Bar fee arbitration procedures, any dispute over the Firm's fees or expenses will be resolved by binding arbitration pursuant to the process described above in this section. Further, and notwithstanding anything to foregoing, the Firm will be considered to be the prevailing party if any amount of claimed fees or expenses is awarded to it. The prevailing party in any action to recover the Firm's fees or expenses will be awarded attorney's fees and costs incurred in a collection proceeding. This sum will include the value of the time spent by the Firm's own attorneys and other professionals to prosecute or defend such a proceeding, with fees calculated at the rate charged to you in the matter(s) at issue.

Advance Conflict of Waiver: The Firm represents numerous companies and individuals, in many different types of claims, in many different jurisdictions, and in many different professional contexts.

To the fullest extent allowed by the law and rules of professional conduct governing the jurisdiction(s) in which we will be providing legal services to you, you agree that the Firm's representation of you or your affiliates pursuant to this Agreement and in other matters will not prevent or disqualify the Firm from representing other companies or others who may be adverse to you or your affiliates, even in litigation, as long as the matters the Firm is handling adverse to you or your affiliates are not substantially related to the Matter we are handling for you. To this end, you understand and agree that, except with regard to substantially related matters, the Firm is free to represent other persons and entities whose interests may conflict with your interests or the interests of your affiliates in litigation, business transactions, and other legal matters. Also, if you are an entity, you waive any conflicts of interest with regard to the Firm representing others with matters adverse to your parents, subsidiaries, affiliates or related entities.

The express purpose of these provisions is to allow the Firm, to the fullest extent permissible under the law, to engage with other entities and individuals, and provide them with legal services, unless the Firm has gained confidential information that could materially impair the defense of this Matter or that could materially impair your ability to assert a claim or defense against another party or person in another pending or future matter.

Firm General Counsel: The Firm has internal General Counsel, who serve as the legal counsel to the Firm and its partners and employees. This is a separate, confidential relationship.

During the course of our providing of legal services under this Agreement, our professionals and/or staff members may seek the legal opinion or guidance of our General Counsel regarding our professional, legal, contractual, or ethical duties or obligations relating in some manner to our legal services relating to the Matter or this Agreement. As a condition of this engagement, you agree to waive any conflict of interest that might be viewed to arise out of any such consultations. You further agree that consultations by the Firm with its General Counsel or other lawyers regarding such matters are confidential and protected from disclosure to you by the Firm's attorney-client privilege, and that you will not seek to discover or inquire into them and shall not be entitled to access to same either during the course of the engagement or thereafter should a dispute between you and the Firm ever arise. All of our communications with our General Counsel

are privileged and not subject to disclosure to you absent a court order. Nothing in the foregoing shall otherwise affect the Firm's obligation to keep you informed of material developments in the course of the representation.

Document Preservation and Disclosure: We also want to emphasize the necessity of preserving any documents in your possession that may be relevant any claim where you reasonably anticipate litigation. This duty may require you to suspend any regular document or data destruction policy you would otherwise follow. The obligation of document preservation may include written and electronic correspondence pertaining to any of the parties or witnesses. Any questions or concerns you might have regarding this obligation should be immediately addressed with the Firm and it is imperative that you immediately follow our guidance on these issues. **Attached hereto is a more detailed memorandum regarding your obligations.**

Withdrawal or Discharge: The Firm may withdraw from our representation of you at any time, for any permissible reason (or no reason at all), in the manner permitted or provided by the law or rule of professional conduct governing the location in which we are providing legal services. If you do not voluntarily agree to allow for the withdrawal, the Firm may seek an *ex parte* expedited court order confirming our right to withdraw.

You may discharge the Firm at any time, for any reason. If the Firm is your attorney of record in any proceeding, you agree and covenant you will execute and return a substitution-of-attorney form executed by you immediately on its receipt from the Firm. You will remain obligated to pay the Firm's fees per this Agreement for all services provided and to reimburse the Firm for all expenses incurred or advanced by the Firm before the discharge or withdrawal, incurred in effectuating the discharge or withdrawal, and as necessary to protect your interests.

End of Matter: When the Firm completes its services at any time, the attorney-client relationship between you and the Firm will be deemed to have ended. If you later retain the Firm to perform further or additional services described in this Agreement, the Firm's attorney-client relationship will be revived subject to this Agreement (unless and to the extent otherwise agreed in writing) and on the continuing understanding and agreement that it will not preclude the Firm from accepting any other engagement from any other client.

Post-Matter Retention of File Materials: During the course of our representation, we will generate and maintain certain electronic and hard copy documents and materials regarding this Matter. At the conclusion of our representation, we will typically provide You with any relevant closing documents (i.e., dismissals, settlement Agreements, etc.), thereafter closing our file.

Unless a law or regulation requires a longer required period, we agree only to maintain Matter-related materials for three (3) years after the date of the closure of the Matter. After that time, we will destroy the file if kept internally or electronically or authorize any storage facility where the file is stored to destroy the file.

If you wish to have the original or a copy of your Matter file materials provided to you, you must pay in advance the costs of providing you with the materials. If you request the original Matter materials, we reserve a right to maintain a copy of the file materials, at our expense.

Errors and Omissions Insurance: Our Firm currently has a claims-made errors and omissions insurance policy. A declaration of coverage is available upon request.

Non-Assignability: You are prohibited from assigning, encumbering, selling, or otherwise transferring any right or benefit under this Agreement, or that is derivative of any right, benefit, or obligation created by this Agreement, to any other party or person. This includes, but is in no manner limited to, claims for professional negligence, breach of contract or breach of any duties owed to You. Any such attempted assignment or transfer is void and a legal nullity.

Applicable Law: Except as otherwise provided, to the fullest extent allowed by any applicable law, this Agreement shall be construed and interpreted under the law of the State of Georgia.

Entire Agreement: This Agreement contains the entire agreement between you and the Firm. If any provision of this Agreement is held by a court, arbitrator, or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of this Agreement shall be severed and remain fully enforceable. Furthermore, if any claimed offending provision can be modified or reformed to comply with any applicable governing

law, regulation or ethical rule, particularly if any such provision was changed or modified after the date of this Agreement, the court or arbitrator is jointly directed by the parties to reform or modify this Agreement so that the provision will then comply with all legal obligations, at which time it will then again be automatically reincorporated into this Agreement.

No other agreement, statement, understanding, or promise has been made by the parties that is not fully incorporated into this Agreement, or superseded by this Agreement. This Agreement may be modified only by a subsequent jointly executed written agreement by the parties (and that, for the Firm, has been signed by the Firm's Managing Partner), with no subsequent oral statements, actions or inaction, or failure to earlier enforce any term or condition serving as a basis to argue that this Agreement has been modified.

MEMORANDUM

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT AND
ATTORNEY-CLIENT COMMUNICATION**

To: Mayor Matt Santini – City of Cartersville

From: Michael M. Hill - FREEMAN MATHIS & GARY, LLP

Date: October 7, 2022

Re: Preservation of Evidence Relating to the Matter of *General Employment Advice*

This is a standard memorandum we provide our clients concerning the very important issue of retaining documents and electronically stored information that are relevant to litigation. Please read this memorandum carefully. An important part of litigation involves gaining access to and producing relevant documents and electronically stored information to opposing parties. Please understand that the failure to take adequate steps to preserve evidence may lead to serious consequences, including sanctions by a court in litigation or criminal prosecution.

In this regard, once a party, whether it is a corporation, a public entity, or a person, reasonably anticipates litigation in a particular matter, the party must suspend its routine document retention/destruction policies and put in place a “litigation hold” to ensure the preservation of relevant documents and information. In addition to traditional “hard copy” documents, essentially all electronically stored information potentially is discoverable and should be preserved. This includes electronic data such as e-mails, instant messages, text messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact information, internet usage files, network access information, and all other electronic information created, received, and/or maintained by a party on its computer systems. Electronic files such as these may be discoverable whether they are stored on personal computers, laptops, tablets, network servers, back-up tapes, cell phones or smartphones, or any other device used to store electronic data.

Based on the foregoing, in the event you reasonably anticipate litigation, you should immediately initiate action to preserve all existing documents and electronically stored information which are in Your possession, custody, or control and potentially may be relevant to the above matter. As part of these efforts, you must notify your employees and agents of the need to preserve evidence in accordance with the above principles. In addition, you should consult with your IT department so it is aware of the litigation hold and can take proper steps to suspend any routine document retention/destruction policies and preserve electronically stored information. You also should document all of the steps You take to accomplish the “litigation hold.”

Please contact us if you have any questions about these issues so that we may discuss them in detail.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	TK Elevator Service Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	TK Elevator has approved a discounted rate on the annual service agreement for the elevators located in City Hall, the History Museum, the Water Treatment Plant and PSHQ.
LEGAL:	Reviewed by Archer & Lovell



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September 28, 2022

CITY HALL

Purchaser: CITY OF CARTERSVILLE	Location: CITY HALL
Address: PO BOX 1390	Address: 10 N PUBLIC SQ
CARTERSVILLE, GA 30120-1390	CARTERSVILLE, GA 30120-3325

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydraulic	CITY HALL	E-2491	E91128	3	Dover	Yes
Hydraulic	MUSEUM		EY4854	3	Dover	Yes
Hydraulic	Public Safety	E250550	EBD427	2	thyssenkrupp Elevator	Yes
Hydraulic	Water Treatment	EP22930	FBE915	3	thyssenkrupp Elevator	Yes

Please refer to the exhibit entitled "Equipment to be Maintained" for the address of each Unit listed in the table above.

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:



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- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly

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excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

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Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things (“IOT”) platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a “Device”). Purchaser consents and authorizes TK Elevator to (1) access Purchaser’s premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser’s own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

TK Elevator offers an additional menu of services available as outlined in the attached MAX Exhibit for your consideration and acceptance at an additional fee. The services you select will be governed by the terms and conditions of this Agreement to the extent that they do not conflict with the terms and conditions of the MAX Exhibit. In the event of a conflict, the terms and conditions of the MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the “CP”) and mobile application (the “App”) which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser’s access to the CP and App if any of Purchaser’s accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled “TK Elevator Communications Services.” These additional available services involve the provision of 24/7/365 monitoring of your Units’ code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the “Communication Equipment”), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 120 months starting January 01, 2023 and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 120-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before



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the end of the initial 120-month period or at least 90-Days before the end of any subsequent 120-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the services as stated in this Agreement shall be \$1,126.09 per month, inclusive of all applicable sales and use taxes, payable annual in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

The total contract price of this Agreement is not reflective of discounts and price adjustments which may apply at the time of the first or any subsequent billing period. Those discounts and adjustments include but are not limited to a Payment Frequency Discount, Extended Term Discount as outlined in the schedules below. Based on the circumstances, conditions and intentions expressed at the time of this Agreement is executed by the Parties, the monthly Agreement price will be \$1,036.00. The calculations to arrive at this total are summarized as follows:

- Total Contract Price: \$1,126.09
- Total Discounts & adjustments: 8.00 %
- Net adjustment value: \$90.09
- Final monthly price based on applicable discounts, adjustments and payment plan: \$1,036.00

Available Discounts

Payment Plan				Contract Term			
Billing Frequency	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$45.04	Current Selection	Seven (7)	2%	\$22.52	
Semi Annual	2%	\$22.52		Ten (10)	4%	\$45.04	Current Selection
Quarterly	No Change	\$0		Fifteen (15)	8%	\$90.09	

We reserve the right to increase all charges under this Agreement not to exceed a total of 7.50% annually.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

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Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

If during the initial term of this Agreement, ownership of the premises where the equipment is located is transferred to a party other than Purchaser, Purchaser agrees to see that such transferee is made aware of this Agreement.



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Purchaser shall also advise TK Elevator in writing of said transfer and thereafter have the right to terminate this Agreement upon thirty (30) days prior written notice to TK Elevator. The Parties, however, acknowledge that because TK Elevator has amortized the cost of certain repairs over the full initial term of this Agreement, any premature termination by Purchaser shall result in damages to TK Elevator. In the event of such termination, TK Elevator will provide the Purchaser with a detailed description of the those repairs, including the total time spent by TK Elevator personnel to complete them and our cost for any parts associated therewith, and the amount amortized and paid through the date of termination and Purchaser shall pay TK Elevator the remaining unpaid balance on those repairs at TK Elevator’s current billing rates. Written notice of termination shall be sent by certified mail, return receipt requested to the branch office address of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER’S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER’S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney’s fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Gold Service Agreement



You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Gold Service Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

CITY OF CARTERSVILLE (Purchaser):	TK Elevator Corporation Management Approval
By: _____	By: _____
(Signature of Authorized Individual) Connie Salter	(Signature of Branch Representative)
_____ (Print or Type Name)	Will Brackett Branch Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

6138 Preservation Dr Ste 800
Chattanooga, TN 37416
423-499-2216

Thank you for choosing TK Elevator. We appreciate your business.

Kathryn Dennis

Gold Service Agreement

Meeting: October 20, 2022 Item 11.



Exhibit A

Equipment to be Maintained

Building Name	Address	Equipment Type	Nickname	Legal ID	OEM Serial #	Stops
CITY HALL (From VIEW)	10 N PUBLIC SQ	Hydraulic	CITY HALL	E-2491	E91128	3
HISTORY MUSEUM	4 E CHURCH STREET	Hydraulic	MUSEUM		EY4854	3
CARTERSVILLE PUBLIC SAFETY (From VIEW)	195 CASSVILLE RD	Hydraulic	Public Safety	E250550	EBD427	2
CARTERSVILLE WATER TREATMENT (From VIEW)	237 ALLATOONA DAM RD SE	Hydraulic	Water Treatment	EP22930	FBE915	3

Gold Service Agreement



Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
CITY HALL (From VIEW)	Hydraulic	CITY HALL	Current Selection	
HISTORY MUSEUM	Hydraulic	MUSEUM	Current Selection	
CARTERSVILLE PUBLIC SAFETY (From VIEW)	Hydraulic	Public Safety	Current Selection	
CARTERSVILLE WATER TREATMENT (From VIEW)	Hydraulic	Water Treatment	Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If “Phone Monitoring” is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator’s operators can call one or more of the following: Purchaser’s Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser’s telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication’s call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price and Term

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0 per month which will be billed to you separately from the price of the Agreement (the “TK Elevator Communications Services Charge”). The

Gold Service Agreement



cost of your selected TK Elevator Communications Services is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to annually increase the TK Elevator Communications Services Charge with such an annual increase not to exceed a total of five percent (5%) of the prior year's TK Elevator Communications Services Charge.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #
Jeremy Maxwell	Network and Systems Administrator	770-387-5608	404-617-7675

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: (770) 387 - 5193

Fire Department: (770) 387 - 5193

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Customer Portal & Mobile App setup form

Name:	Jeremy Maxwell		
Address: (if different from contract)	500 S. Tennessee St., Suite 200		
City:	Cartersville		
State:	GA		
Zip Code:	30120		
Phone:	(770)387-5608		
Email:	jmaxwell@cartersvillega.gov		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 18, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	LIHEAP/LIHWAP Agreements
DEPARTMENT SUMMARY RECOMMENDATION:	The Low Income Home Energy Assistance Program (LIHEAP) is a grant program provided to assist low income families with assistance on their utilities. The Low Income Household Water Assistance Program (LIHWAP) is a federal grant program that will assist low-income households pay for drinking water and wastewater for their homes.
LEGAL:	N/A

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

1. Legal Name of Home Energy Supplier:

CITY OF CARTERSVILLE

2. List all Alias Names or Prior Business Names Used:

CITY OF CARTERSVILLE

3. Vendor Number:

4. Mailing Address for Payments:

P.O. BOX 161454 ATLANTA, GA. 30321-1454

5. Physical Address:

10 N. PUBLIC SQ CARTERSVILLE, GA. 30120

6. Name of Contact Person:

TARA MATHIS/CUSTOMER SERVICE SUPERVISOR

Telephone Number: (770) 607-6273

Email Address: TMATHIS@CITYOFCARTERSVILLE.ORG

Fax:

7. Home Energy Supplier, EIN or IRS Tax Number:

EIN: 58-6000534 IRS:

8. Type of Utilities/Fuel Dealer:

	Yes	No
Natural Gas:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fuel Oil:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coal / Coke:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
LP/Bottle Gas:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

9. Atlanta Gas Light/Southern Company Provider: Yes No

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

Yes No STATEWIDE (Check 'Yes' only if you serve the entire state.)

If 'Yes' is selected, please confirm that no other counties are selected.

If 'No' is selected, please confirm that you checked all the counties that you will be serving.

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> 001 Appling | <input type="checkbox"/> 041 Dade | <input type="checkbox"/> 081 Jefferson | <input type="checkbox"/> 121 Richmond |
| <input type="checkbox"/> 002 Atkinson | <input type="checkbox"/> 042 Dawson | <input type="checkbox"/> 082 Jenkins | <input type="checkbox"/> 122 Rockdale |
| <input type="checkbox"/> 003 Bacon | <input type="checkbox"/> 043 Decatur | <input type="checkbox"/> 083 Johnson | <input type="checkbox"/> 123 Schley |
| <input type="checkbox"/> 004 Baker | <input type="checkbox"/> 044 DeKalb | <input type="checkbox"/> 084 Jones | <input type="checkbox"/> 124 Screven |
| <input type="checkbox"/> 005 Baldwin | <input type="checkbox"/> 045 Dodge | <input type="checkbox"/> 085 Lamar | <input type="checkbox"/> 125 Seminole |
| <input type="checkbox"/> 006 Banks | <input type="checkbox"/> 046 Dooly | <input type="checkbox"/> 086 Lanier | <input type="checkbox"/> 126 Spalding |
| <input type="checkbox"/> 007 Barrow | <input type="checkbox"/> 047 Dougherty | <input type="checkbox"/> 087 Laurens | <input type="checkbox"/> 127 Stephens |
| <input checked="" type="checkbox"/> 008 Bartow | <input type="checkbox"/> 048 Douglas | <input type="checkbox"/> 088 Lee | <input type="checkbox"/> 128 Stewart |
| <input type="checkbox"/> 009 Ben Hill | <input type="checkbox"/> 049 Early | <input type="checkbox"/> 089 Liberty | <input type="checkbox"/> 129 Sumter |
| <input type="checkbox"/> 010 Berrien | <input type="checkbox"/> 050 Echols | <input type="checkbox"/> 090 Lincoln | <input type="checkbox"/> 130 Talbot |
| <input type="checkbox"/> 011 Bibb | <input type="checkbox"/> 051 Effingham | <input type="checkbox"/> 091 Long | <input type="checkbox"/> 131 Taliaferro |
| <input type="checkbox"/> 012 Bleckley | <input type="checkbox"/> 052 Elbert | <input type="checkbox"/> 092 Lowndes | <input type="checkbox"/> 132 Tattnall |
| <input type="checkbox"/> 013 Brantley | <input type="checkbox"/> 053 Emanuel | <input type="checkbox"/> 093 Lumpkin | <input type="checkbox"/> 133 Taylor |
| <input type="checkbox"/> 014 Brooks | <input type="checkbox"/> 054 Evans | <input type="checkbox"/> 094 Macon | <input type="checkbox"/> 134 Telfair |
| <input type="checkbox"/> 015 Bryan | <input type="checkbox"/> 055 Fannin | <input type="checkbox"/> 095 Madison | <input type="checkbox"/> 135 Terrell |
| <input type="checkbox"/> 016 Bulloch | <input type="checkbox"/> 056 Fayette | <input type="checkbox"/> 096 Marion | <input type="checkbox"/> 136 Thomas |
| <input type="checkbox"/> 017 Burke | <input checked="" type="checkbox"/> 057 Floyd | <input type="checkbox"/> 097 McDuffie | <input type="checkbox"/> 137 Tift |
| <input type="checkbox"/> 018 Butts | <input type="checkbox"/> 058 Forsyth | <input type="checkbox"/> 098 McIntosh | <input type="checkbox"/> 138 Toombs |
| <input type="checkbox"/> 019 Calhoun | <input type="checkbox"/> 059 Franklin | <input type="checkbox"/> 099 Meriwether | <input type="checkbox"/> 139 Towns |
| <input type="checkbox"/> 020 Camden | <input type="checkbox"/> 060 Fulton | <input type="checkbox"/> 100 Miller | <input type="checkbox"/> 140 Treutlen |
| <input type="checkbox"/> 021 Candler | <input type="checkbox"/> 061 Gilmer | <input type="checkbox"/> 101 Mitchell | <input type="checkbox"/> 141 Troup |
| <input type="checkbox"/> 022 Carroll | <input type="checkbox"/> 062 Glascock | <input type="checkbox"/> 102 Monroe | <input type="checkbox"/> 142 Turner |
| <input type="checkbox"/> 023 Catoosa | <input type="checkbox"/> 063 Glynn | <input type="checkbox"/> 103 Montgomery | <input type="checkbox"/> 143 Twiggs |
| <input type="checkbox"/> 024 Charlton | <input type="checkbox"/> 064 Gordon | <input type="checkbox"/> 104 Morgan | <input type="checkbox"/> 144 Union |
| <input type="checkbox"/> 025 Chatham | <input type="checkbox"/> 065 Grady | <input type="checkbox"/> 105 Murray | <input type="checkbox"/> 145 Upson |
| <input type="checkbox"/> 026 Chattahoochee | <input type="checkbox"/> 066 Greene | <input type="checkbox"/> 106 Muscogee | <input type="checkbox"/> 146 Walker |
| <input type="checkbox"/> 027 Chattooga | <input type="checkbox"/> 067 Gwinnett | <input type="checkbox"/> 107 Newton | <input type="checkbox"/> 147 Walton |
| <input type="checkbox"/> 028 Cherokee | <input type="checkbox"/> 068 Habersham | <input type="checkbox"/> 108 Oconee | <input type="checkbox"/> 148 Ware |
| <input type="checkbox"/> 029 Clarke | <input type="checkbox"/> 069 Hall | <input type="checkbox"/> 109 Oglethorpe | <input type="checkbox"/> 149 Warren |
| <input type="checkbox"/> 030 Clay | <input type="checkbox"/> 070 Hancock | <input type="checkbox"/> 110 Paulding | <input type="checkbox"/> 150 Washington |
| <input type="checkbox"/> 031 Clayton | <input type="checkbox"/> 071 Haralson | <input type="checkbox"/> 111 Peach | <input type="checkbox"/> 151 Wayne |
| <input type="checkbox"/> 032 Clinch | <input type="checkbox"/> 072 Harris | <input type="checkbox"/> 112 Pickens | <input type="checkbox"/> 152 Webster |
| <input type="checkbox"/> 033 Cobb | <input type="checkbox"/> 073 Hart | <input type="checkbox"/> 113 Pierce | <input type="checkbox"/> 153 Wheeler |
| <input type="checkbox"/> 034 Coffee | <input type="checkbox"/> 074 Heard | <input type="checkbox"/> 114 Pike | <input type="checkbox"/> 154 White |
| <input type="checkbox"/> 035 Colquitt | <input type="checkbox"/> 075 Henry | <input type="checkbox"/> 115 Polk | <input type="checkbox"/> 155 Whitfield |
| <input type="checkbox"/> 036 Columbia | <input type="checkbox"/> 076 Houston | <input type="checkbox"/> 116 Pulaski | <input type="checkbox"/> 156 Wilcox |
| <input type="checkbox"/> 037 Cook | <input type="checkbox"/> 077 Irwin | <input type="checkbox"/> 117 Putnam | <input type="checkbox"/> 157 Wilkes |
| <input type="checkbox"/> 038 Coweta | <input type="checkbox"/> 078 Jackson | <input type="checkbox"/> 118 Quitman | <input type="checkbox"/> 158 Wilkinson |
| <input type="checkbox"/> 039 Crawford | <input type="checkbox"/> 079 Jasper | <input type="checkbox"/> 119 Rabun | <input type="checkbox"/> 159 Worth |
| <input type="checkbox"/> 040 Crisp | <input type="checkbox"/> 080 Jeff Davis | <input type="checkbox"/> 120 Randolph | |

Failure to identify all counties served may result in the issuance of a payment to the applicant.

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

In order to participate in the State of Georgia Low Income Home Energy Assistance Program (LIHEAP), CITY OF CARTERSVILLE hereby agrees:
(Name of Home Energy Supplier)

1. To charge the eligible household, in the normal billing process, the difference between the actual cost of home energy and the amount of payment made by the Community Action Agency administering the LIHEAP Program (LIHEAP Statute 2605(b)(7));
2. That any agreement entered into between a Home Energy Supplier and an eligible household receiving assistance under LIHEAP will contain provisions to assure that no eligible household will be treated adversely, because of such assistance, under applicable provisions of State law or public requirements (LIHEAP Statute 2605(b)(7));
3. Not to discriminate, either in the cost of the goods supplied or the service provided, against a eligible household on whose behalf payments are made (LIHEAP Statute 2605(b)(7)).
4. That the entire LIHEAP payment will be credited to the current eligible household account for which the application has been made 10 (ten) business days upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The entire LIHEAP payment must be applied to the eligible household's actual fuel cost. Failure to comply will result in the suspension of direct payments to the home energy supplier.
 - In those instances where the Home Energy Supplier provides multiple utility services, the Home Energy Supplier will ensure that the LIHEAP payment is credited only toward the energy portion of the account and not applied to other services such as water, sewer, garbage, phone, etc. **Home Energy Suppliers must list the credited LIHEAP payment on the eligible household's bill, invoice or statement denoting that the bill has been paid.**
 - Payments may be used only for approved home heating products for the eligible households own use and not for any other non-heating related charges. The credit shall be no less than the full amount of the payment made by LIHEAP on behalf of each eligible household.
5. When notified that the household has been approved for a LIHEAP benefit via an official pledge or stop disconnection order by the Community Action Agency, the Home Energy Supplier must either establish service, restore service, prevent disconnection or deliver fuel. Prepaid or Pay-As-You-Go customers must be given a **twenty-one day** disconnection grace period whereby the Home Energy Supplier agrees to prevent disconnection and/or restore service at the time the Home Energy Supplier receives the pledge or stop disconnection order from the Community Action Agency.

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

6. If the account is closed at the time the payment is received and the payment results in a credit balance, then a refund must be made (a) payable to the applicant (person applying for LIHEAP benefits) if the applicant has moved, or (b) payable to a surviving household member if the applicant is deceased. If a credit exists on the account and (a) the applicant has moved and cannot be located, or (b) the applicant is deceased and there are no surviving household members, then a refund should be made payable to the Community Action Agency that issued the payment. All refunds returned to the Community Action Agency must include the applicant's name, address, and the last four digits of the social security number for reference on the check or refund letter.

7. Upon notification by the Community Action Agency that the payment is a duplicate or was sent in error, the payment must be returned.
 - A refund check must be made payable to the Community Action Agency that issued the check. Do not return the entire check. Refund only the payment that was a duplicate or the payment that was sent in error.
 - The refund must be returned to the Community Action Agency within 10 business days of the notification from the Community Action Agency.

8. Upon notification from the customer (person receiving services from LIHEAP) or the Community Action Agency that a payment has been posted to the wrong account, the payment must be credited to the correct account within 5 business days.

9. The Home Energy Supplier shall provide, at no cost to LIHEAP or the customer, and within 30 calendar days from the State's request, a record of annual energy consumption in dollars and units of fuel/product, amount and cost of fuel used for LIHEAP households, payment frequency and history, disconnection information, and arrearage amounts or such other data as the state determines is reasonably necessary. If the customer has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports. To provide data on actual costs and energy consumption (delivery) for eligible households receiving payment under LIHEAP upon receipt of a document from the Community Action Agency administering LIHEAP certifying that selected eligible households have provided a written authorization for the supplier to release such data;

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

The Community Action Agency agrees to secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Energy Supplier. The Community Action Agency represents and warrants to the Home Energy Supplier that it has obtained an Authorization for Release of General and/or Confidential Information (a "Release") from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHEAP, and that the Release authorizes any utility service provider, including the Home Energy Supplier, that participates in LIHEAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty-four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Energy Supplier if any applicant for benefits under LIHEAP at any time declines to authorize the Home Energy Supplier to disclose such information to the Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Energy Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Energy Supplier from any and all losses, costs, damages or expenses incurred by the Home Energy Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Energy Supplier's participation in LIHEAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

Notwithstanding the foregoing, the Georgia Department of Human Services (DHS), and the Georgia Division of Family and Children Services do not indemnify and/or hold harmless neither the Home Energy Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Energy Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Energy Supplier, or on the Home Energy supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Energy Provider (collectively, the "indemnity Claims").

This indemnification extends to the successors and assigns of the Home Energy Provider, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Energy Provider.

The Home Energy Provider shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

- 10. For the purpose of monitoring compliance with this agreement and LIHEAP program compliance, the Home Energy Supplier agrees to allow representatives of the Community Action Agency and the State access to all account information for the LIHEAP recipients.
- 11. That no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or part with funds made available under this subpart (LIHEAP Statute Section 2606 (a)) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1976 or with respect of an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such Program or activity.
- 12. To follow established home energy supplier policies and procedures with regard to notice of termination of service and negotiations for paying past due accounts.
- 13. To notify the State and the Community Action Agency any changes in the Home Energy Supplier's name, address, telephone number or program contact person within 10 business days of the change.

Division of Family and Children Services
Low Income Home Energy Assistance Program
2 Peachtree Street, N.W., 21st Floor, Room 276
Atlanta, Georgia, 30303- 3180

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

14. To notify the State and the Community Action Agency of mergers and/or acquisitions and major system changes that affect account processing. Mergers and acquisitions may affect the Home Energy Supplier's policies and service areas. A new vendor agreement reflecting such policy and service area changes must be submitted to the division within 10 business days of the change.

Only one agreement is required from companies that have several branch offices.

SIGNATURE PAGE

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Matthew Krull, Deputy Commissioner of Operations

Date:

City of Cartersville

[Name of Energy Supplier]

[Name of signatory]

[Title]

Date:

Reviewer Initial

Date:

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

List of All Local Offices:

1. Home Energy Supplier Name: City of Cartersville

Contact Person: Tara Mathis

Address: 10 N. Public Sq, Cartersville, GA 30120

Email Address: TMathis@cityofcartersville.org

Telephone number: 770.607.6273

EIN or TAX Number: 58-6000534

2. Home Energy Supplier Name: _____

Contact Person: _____

Address: _____

Email Address: _____

Telephone Number: _____

EIN or TAX Number: _____

3. Home Energy Supplier Name: _____

Contact Person: _____

Address: _____

Email Address: _____

Telephone Number: _____

EIN or TAX Number: _____

4. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email: _____

Telephone Number: _____

EIN or TAX Number: _____

5. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email: _____

Telephone Number: _____

EIN or TAX Number: _____



AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES
AND
CITY OF CARTERSVILLE
[Name of Home Water Supplier]
FOR
THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement (“Agreement”) is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services (“DHS-DFCS”) and CITY OF CARTERSVILLE (“Home Water Supplier”), each individually a “Party” and collectively referred to as the “Parties” and shall be effective upon the date of last signature by the authorized representatives of the Parties (“Effective Date”).

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the “State”) through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program (“LIHWAP”). The term “arrearage” includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2023, unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Director
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Matthew Krull, Deputy Commissioner of
Operations

Date:

CITY OF CARTERSVILLE

[Name of Home Water Supplier]

[Name of signatory]

[Title]

Date:



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);

or
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor’s Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Candice
X Broce
Digitally signed by
Candice Broce
Date: 2022.06.29
14:17:38 -04'00'

Governor's Authorized Official

ATTACHMENT B

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

- Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.
- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Vendor Number: 257	Alias Name : CARTERSVILLE																								
Company / Legal Name: City of Cartersville	Company Owner Name:																								
Type of Entity: <table style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width:20%;"></td> <td style="width:10%; text-align: center;">Yes</td> <td style="width:10%; text-align: center;">No</td> <td style="width:20%;"></td> <td style="width:10%; text-align: center;">Yes</td> <td style="width:10%; text-align: center;">No</td> </tr> <tr> <td>Sole Proprietor</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input checked="" type="radio"/></td> <td>Estate</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input checked="" type="radio"/></td> </tr> <tr> <td>Partnership</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input checked="" type="radio"/></td> <td>Trust</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input checked="" type="radio"/></td> </tr> <tr> <td>Government Entity</td> <td style="text-align: center;"><input checked="" type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td></td> <td></td> <td></td> </tr> </table>		Yes	No		Yes	No	Sole Proprietor	<input type="radio"/>	<input checked="" type="radio"/>	Estate	<input type="radio"/>	<input checked="" type="radio"/>	Partnership	<input type="radio"/>	<input checked="" type="radio"/>	Trust	<input type="radio"/>	<input checked="" type="radio"/>	Government Entity	<input checked="" type="radio"/>	<input type="radio"/>				Taxpayer Identification (ID) Number: 58-6000534 <input type="radio"/> Social Security Number (SSN) Employer <input checked="" type="radio"/> Identification Number (FEIN) <input type="radio"/> Individual Taxpayer Identification Number (ITIN)
	Yes	No		Yes	No																				
Sole Proprietor	<input type="radio"/>	<input checked="" type="radio"/>	Estate	<input type="radio"/>	<input checked="" type="radio"/>																				
Partnership	<input type="radio"/>	<input checked="" type="radio"/>	Trust	<input type="radio"/>	<input checked="" type="radio"/>																				
Government Entity	<input checked="" type="radio"/>	<input type="radio"/>																							
Utility: Investor Owned: Yes <input type="radio"/> No <input checked="" type="radio"/> Cooperative: Yes <input type="radio"/> No <input checked="" type="radio"/> Municipal: Yes <input checked="" type="radio"/> No <input type="radio"/>																									
Limited Liability Company (LLC) Is the LLC incorporated? Yes <input type="radio"/> No <input type="radio"/> Single Member: Yes <input type="radio"/> No <input type="radio"/> Multiple Member: Yes <input type="radio"/> No <input type="radio"/>																									
Program Primary Contact Name/Title: TARA MATHIS / Customer Service / Billing Supervisor	Primary Contact Telephone Number: 770-607-6273																								
Primary Contact Email Address: TMATHIS@CITYOFCARTERSVILLE.ORG	Mailing Address for Payments: P O BOX 1390 CARTERSVILLE GA 30120																								
Office Physical Address: P O BOX 1390 / 10 N. Public Square CARTERSVILLE GA 30120	Office Fax Number:																								
Contact Name/Title Regarding Payments: Tara Mathis Customer Service / Billing Supervisor	Telephone Number Regarding Payments: 770.387.5607																								
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER																									
Water Fees: Yes <input checked="" type="radio"/> No <input type="radio"/>	Wastewater/Sewer Fees: Yes <input checked="" type="radio"/> No <input type="radio"/>																								

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

Yes No STATEWIDE (Check 'Yes' only if you serve the entire state.)

If 'Yes' is selected, please confirm that no other counties are selected.

If 'No' is selected, please confirm that you checked all the counties that you will be serving.

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> 001 Appling | <input type="checkbox"/> 041 Dade | <input type="checkbox"/> 081 Jefferson | <input type="checkbox"/> 121 Richmond |
| <input type="checkbox"/> 002 Atkinson | <input type="checkbox"/> 042 Dawson | <input type="checkbox"/> 082 Jenkins | <input type="checkbox"/> 122 Rockdale |
| <input type="checkbox"/> 003 Bacon | <input type="checkbox"/> 043 Decatur | <input type="checkbox"/> 083 Johnson | <input type="checkbox"/> 123 Schley |
| <input type="checkbox"/> 004 Baker | <input type="checkbox"/> 044 DeKalb | <input type="checkbox"/> 084 Jones | <input type="checkbox"/> 124 Screven |
| <input type="checkbox"/> 005 Baldwin | <input type="checkbox"/> 045 Dodge | <input type="checkbox"/> 085 Lamar | <input type="checkbox"/> 125 Seminole |
| <input type="checkbox"/> 006 Banks | <input type="checkbox"/> 046 Dooly | <input type="checkbox"/> 086 Lanier | <input type="checkbox"/> 126 Spalding |
| <input type="checkbox"/> 007 Barrow | <input type="checkbox"/> 047 Dougherty | <input type="checkbox"/> 087 Laurens | <input type="checkbox"/> 127 Stephens |
| <input checked="" type="checkbox"/> 008 Bartow | <input type="checkbox"/> 048 Douglas | <input type="checkbox"/> 088 Lee | <input type="checkbox"/> 128 Stewart |
| <input type="checkbox"/> 009 Ben Hill | <input type="checkbox"/> 049 Early | <input type="checkbox"/> 089 Liberty | <input type="checkbox"/> 129 Sumter |
| <input type="checkbox"/> 010 Berrien | <input type="checkbox"/> 050 Echols | <input type="checkbox"/> 090 Lincoln | <input type="checkbox"/> 130 Talbot |
| <input type="checkbox"/> 011 Bibb | <input type="checkbox"/> 051 Effingham | <input type="checkbox"/> 091 Long | <input type="checkbox"/> 131 Taliaferro |
| <input type="checkbox"/> 012 Bleckley | <input type="checkbox"/> 052 Elbert | <input type="checkbox"/> 092 Lowndes | <input type="checkbox"/> 132 Tattnall |
| <input type="checkbox"/> 013 Brantley | <input type="checkbox"/> 053 Emanuel | <input type="checkbox"/> 093 Lumpkin | <input type="checkbox"/> 133 Taylor |
| <input type="checkbox"/> 014 Brooks | <input type="checkbox"/> 054 Evans | <input type="checkbox"/> 094 Macon | <input type="checkbox"/> 134 Telfair |
| <input type="checkbox"/> 015 Bryan | <input type="checkbox"/> 055 Fannin | <input type="checkbox"/> 095 Madison | <input type="checkbox"/> 135 Terrell |
| <input type="checkbox"/> 016 Bulloch | <input type="checkbox"/> 056 Fayette | <input type="checkbox"/> 096 Marion | <input type="checkbox"/> 136 Thomas |
| <input type="checkbox"/> 017 Burke | <input type="checkbox"/> 057 Floyd | <input type="checkbox"/> 097 McDuffie | <input type="checkbox"/> 137 Tift |
| <input type="checkbox"/> 018 Butts | <input type="checkbox"/> 058 Forsyth | <input type="checkbox"/> 098 McIntosh | <input type="checkbox"/> 138 Toombs |
| <input type="checkbox"/> 019 Calhoun | <input type="checkbox"/> 059 Franklin | <input type="checkbox"/> 099 Meriwether | <input type="checkbox"/> 139 Towns |
| <input type="checkbox"/> 020 Camden | <input type="checkbox"/> 060 Fulton | <input type="checkbox"/> 100 Miller | <input type="checkbox"/> 140 Treutlen |
| <input type="checkbox"/> 021 Candler | <input type="checkbox"/> 061 Gilmer | <input type="checkbox"/> 101 Mitchell | <input type="checkbox"/> 141 Troup |
| <input type="checkbox"/> 022 Carroll | <input type="checkbox"/> 062 Glascock | <input type="checkbox"/> 102 Monroe | <input type="checkbox"/> 142 Turner |
| <input type="checkbox"/> 023 Catoosa | <input type="checkbox"/> 063 Glynn | <input type="checkbox"/> 103 Montgomery | <input type="checkbox"/> 143 Twiggs |
| <input type="checkbox"/> 024 Charlton | <input type="checkbox"/> 064 Gordon | <input type="checkbox"/> 104 Morgan | <input type="checkbox"/> 144 Union |
| <input type="checkbox"/> 025 Chatham | <input type="checkbox"/> 065 Grady | <input type="checkbox"/> 105 Murray | <input type="checkbox"/> 145 Upson |
| <input type="checkbox"/> 026 Chattahoochee | <input type="checkbox"/> 066 Greene | <input type="checkbox"/> 106 Muscogee | <input type="checkbox"/> 146 Walker |
| <input type="checkbox"/> 027 Chattooga | <input type="checkbox"/> 067 Gwinnett | <input type="checkbox"/> 107 Newton | <input type="checkbox"/> 147 Walton |
| <input type="checkbox"/> 028 Cherokee | <input type="checkbox"/> 068 Habersham | <input type="checkbox"/> 108 Oconee | <input type="checkbox"/> 148 Ware |
| <input type="checkbox"/> 029 Clarke | <input type="checkbox"/> 069 Hall | <input type="checkbox"/> 109 Oglethorpe | <input type="checkbox"/> 149 Warren |
| <input type="checkbox"/> 030 Clay | <input type="checkbox"/> 070 Hancock | <input type="checkbox"/> 110 Paulding | <input type="checkbox"/> 150 Washington |
| <input type="checkbox"/> 031 Clayton | <input type="checkbox"/> 071 Haralson | <input type="checkbox"/> 111 Peach | <input type="checkbox"/> 151 Wayne |
| <input type="checkbox"/> 032 Clinch | <input type="checkbox"/> 072 Harris | <input type="checkbox"/> 112 Pickens | <input type="checkbox"/> 152 Webster |
| <input type="checkbox"/> 033 Cobb | <input type="checkbox"/> 073 Hart | <input type="checkbox"/> 113 Pierce | <input type="checkbox"/> 153 Wheeler |
| <input type="checkbox"/> 034 Coffee | <input type="checkbox"/> 074 Heard | <input type="checkbox"/> 114 Pike | <input type="checkbox"/> 154 White |
| <input type="checkbox"/> 035 Colquitt | <input type="checkbox"/> 075 Henry | <input type="checkbox"/> 115 Polk | <input type="checkbox"/> 155 Whitfield |
| <input type="checkbox"/> 036 Columbia | <input type="checkbox"/> 076 Houston | <input type="checkbox"/> 116 Pulaski | <input type="checkbox"/> 156 Wilcox |
| <input type="checkbox"/> 037 Cook | <input type="checkbox"/> 077 Irwin | <input type="checkbox"/> 117 Putnam | <input type="checkbox"/> 157 Wilkes |
| <input type="checkbox"/> 038 Coweta | <input type="checkbox"/> 078 Jackson | <input type="checkbox"/> 118 Quitman | <input type="checkbox"/> 158 Wilkinson |
| <input type="checkbox"/> 039 Crawford | <input type="checkbox"/> 079 Jasper | <input type="checkbox"/> 119 Rabun | <input type="checkbox"/> 159 Worth |
| <input type="checkbox"/> 040 Crisp | <input type="checkbox"/> 080 Jeff Davis | <input type="checkbox"/> 120 Randolph | |

Failure to identify all counties served may result in the denial of benefits for households.

Reviewer Initial

Date:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Presentations
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	178 W. Main St. Proposal
DEPARTMENT SUMMARY RECOMMENDATION:	Womack Custom Homes and JB Henderson Properties, Inc. will be presenting their proposal for the property at 178 W. Main St.
LEGAL:	N/A



City of Cartersville

9/20/2022

Ladies and Gentlemen:

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

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

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

COMPANY NAME*: Womack Custom Homes

STREET/P. O. BOX: PO Box 3603

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

DATE: 9/20/2022 TELEPHONE: (678)776-6872

AUTHORIZED SIGNATURE: 

PRINTED NAME OF SIGNER: Matthew R Womack

TITLE OF SIGNER: Managing Partner

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



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

September 20, 2022

Project Description:

22-24 Luxury townhomes (this will depend on zoning and final buildable area)

All units to be approximately 1850 sq ft

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

Architecture will compliment downtown. See attached pictures.

Projected price point for Exterior Unit- \$449,900, Interior Unit- \$429,900

Target Population:

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

Concentration will be on dining and shopping within steps of home. There is a strong demand for downtown living in Cartersville. The project will benefit from the existing downtown businesses and social activities.

Anticipated Tax Revenue Produced:

\$440K appraised value w/ adjusted of \$176K

County- \$166K- \$1,709.80 (with \$10K Homestead Exemption)

City- \$176K- \$573.58

Parks and Rec- \$176K- \$151.54

City Schools- \$176K- \$2,565.38 (non-senior)

City Schools- \$116K- \$1,690.82 (senior)

Total (under age 65) \$5,000.30

Total (over age 65) \$4,125.74

So, total depending on final values total roughly \$110K-130K/year as a whole.

Schedule (dates are tentative):

December thru March 2023- Due diligence for clear title and acceptable zoning

January thru May 2023- Have civil engineering plans designed/drawn

June thru July 2023- Permit process for LDP

August 2023- Receive LDP and closet on property

August 2023 thru March 2024- Demo and develop the site.

April 2024 thru October 2025- Build and sell units.

Construction Team:

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

Land Purchaser/Developer- JB Henderson Properties, Inc

Lead Organization:

Womack Custom Homes
PO Box 3603
Cartersville, GA 30120

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

We have a combined 25 years in the construction and development fields. WCH was started in 2016. Since then we've completed 30 remodels and 24 new builds including 8 townhomes. We've also done several commercial remodel jobs through a separate company.

Prior Experience:

Matt worked for 12 years with an Atlanta based builder/developer (John Willis Custom Homes/John Willis Development) where he rose to be Vice President of Construction. During his time, he oversaw several projects very similar to this one.

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

Financial Capacity and Project Financing:

Purchase and Development of the property would be JB Henderson Properties, Inc (See the attached bio and LOI to purchase said land).

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

Please see the attached LOI from JB Henderson Properties for details on the purchase of the property as well as any required contingencies.

Date: October 1, 2022

To: City of Cartersville

From: JB Henderson Properties, Inc.

Dear Sirs,

The following will serve as a Letter of Intent (LOI) to purchase the "Property" as outlined in that certain Request for Proposal (RFP) dated October 11, 2021 In joint cooperation with Womack Custom Homes under its Proposal as submitted to the City of Cartersville. The terms of the LOI will be as follows:

1. Purchaser of the land shall be JB Henderson Properties, Inc. (JBH). JBH shall have the right to assign its interest in a final sales contract to an entity directly related to JBH as formed to specifically purchase and develop the Property.
2. The purchase price will be \$550,000.00 to be paid in full at closing.
3. Earnest money will be \$10,000.00 to be paid upon the acceptance of a final Sales Agreement between JBH and the City of Cartersville and shall be applied to the purchase price at the closing of final sale.
4. The sale of the Property shall be contingent upon the following:
 - a) Approval by the City of Cartersville for 24 +/- residential units as proposed by Womack Custom Homes.
 - b) Approval by JBH of any and all title objections and title requirements to include the approval by JBH of the current shared access onto Main Street in relation to the proposed development plan submitted by Womack Custom Homes.
 - c) Closing of the Sales Contract shall occur 30 days from the approval process of a building permit for the Womack Homes as outlined in said RFP.
 - d) The land development shall be funded and developed by JBH in accordance with the design by Womack Custom Homes as presented in the RFP. JBH shall sell the developed lots as shown in the permitted Plan to Womack Homes.

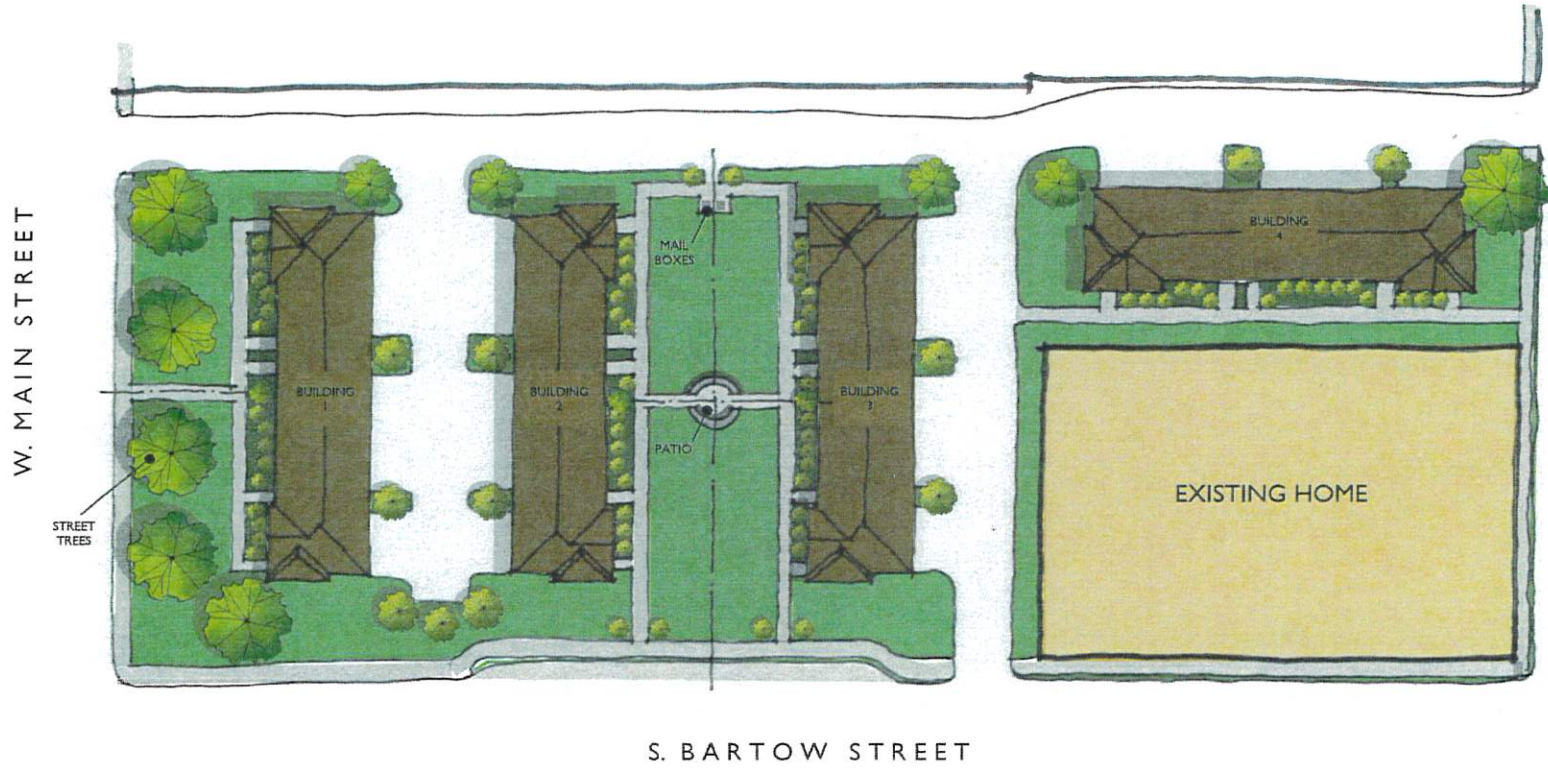
- e) Funding for the purchase and develop of the land shall be the responsibility of JBH in the form of either private equity funds or in combination with commercial lending. Note that the purchase of the Property is not contingent upon financing.
5. The purpose of this LOI is to outline the terms and conditions for the sale and development of the Property and serve as a guideline for discussion. In the event that the Womack Custom Homes RFP proposal and this LOI are accepted, JBH shall submit a formal Sales Agreement for the City's Approval.

Sincerely,

Barry Henderson
President, JB Henderson Properties, Inc.

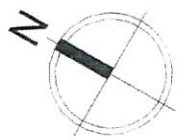


By: Barry Henderson



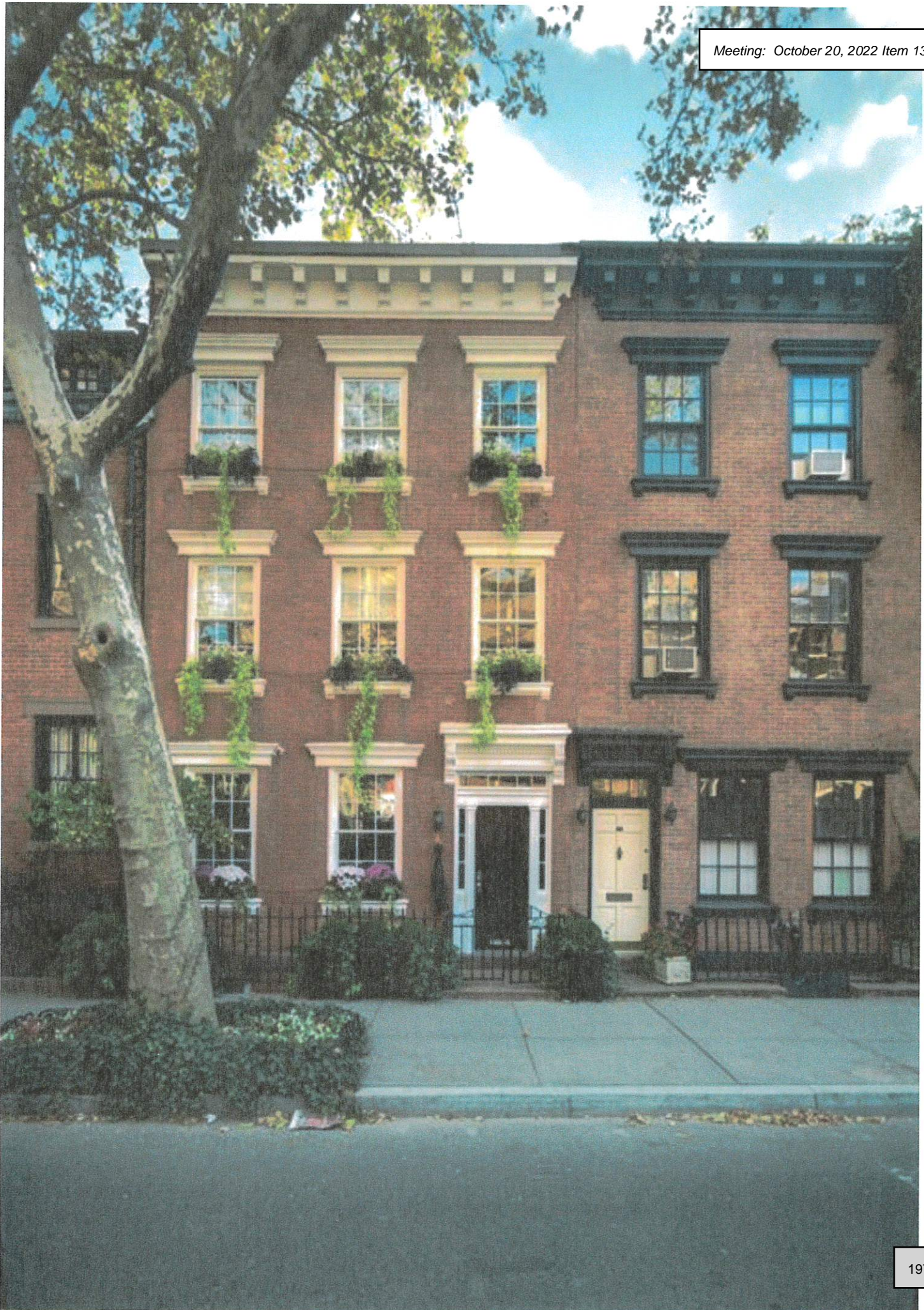
LEAKE STREET

BARTOW - MAIN
SITE PLAN CONCEPT



NOT TO SCALE

* ALL RENDERINGS, FLOOR PLANS, AND SITE PLAN CONCEPTS ARE SUBJECT TO CHANGE







CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Badger Daylighting
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Bioreactor #2 and pre-mix basin #1 were taken out of service for scheduled maintenance. The floor of both basins was covered in approximately two feet of grit and sludge. In order to return the basins to service in a timely manner, we determined the most expedient solution was to hire a large vacuum truck to remove the solids so that City forces could perform inspections and maintenance on the diffused air and mixer systems.</p> <p>Badger Daylighting performed this service over two days, which would have taken the City approximately two weeks to complete the task with our own equipment.</p> <p>I recommend approval to pay Badger Daylighting invoice #2412779 for \$8,804.04. This is a budgeted maintenance item to be paid from account 505.3330.52.23601.</p>
LEGAL:	N/A



Badger Daylighting Corp

Invoice Number	Meeting: October 20, 2022 Item 14.
Invoice Date	
Payment Terms	30 Net
Amount Due	\$ 8,804.04

BILL TO

CITY OF CARTERSVILLE
 PO BOX 1390
 CATERSVILLE, GA 30120

REMIT TO

Badger Daylighting Corp
 PO Box 95000
 LB# 1627
 Philadelphia, PA 19195-0001
Bank Routing #: 026013673
 Account #: 03248177952

Customer Number 33877	PO/Work Order	AFE/Job	Badger Sales Area 40076
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Service Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
09-15-2022	TKT-091422-697277	1290	Fluctuating Fuel Recovery	1		448.73	448.73
09-15-2022	TKT-091422-697277	1290	Additional Operator Overtime	4.25	Hour	85.00	361.25
09-15-2022	TKT-091422-697277	1290	Additional Operator	8	Hour	65.00	520.00
09-15-2022	TKT-091422-697277	1290	Badger Hydrovac With Operator Overtime	4.25	Hour	270.00	1,147.50
09-15-2022	TKT-091422-697277	1290	Badger Hydrovac With Operator	8	Hour	245.00	1,960.00
09-16-2022	TKT-091522-698655	1290	Fluctuating Fuel Recovery	1		441.56	441.56
09-16-2022	TKT-091522-698655	1290	Consumable Materials	1	Day	25.00	25.00
09-16-2022	TKT-091522-698655	1290	Additional Operator Overtime	4	Hour	85.00	340.00
09-16-2022	TKT-091522-698655	1290	Additional Operator	8	Hour	65.00	520.00
09-16-2022	TKT-091522-698655	1290	Badger Hydrovac With Operator Overtime	4	Hour	270.00	1,080.00
09-16-2022	TKT-091522-698655	1290	Badger Hydrovac With Operator	8	Hour	245.00	1,960.00
Total Due(USD)							8,804.04

Please see attached tickets for additional detail

Badger Daylighting Corp. PO Box 95000, LB# 1627, Philadelphia, PA 19195-0001 Phone: (877) 322-3437

Please direct all invoicing inquiries to accountsreceivable@badgerinc.com and remittances to remittance@badgerinc.com

Meeting: October 20, 2022 Item 14.



CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA, 30120

Badger Contact Info: 1589 Fullenwider Road
Gainesville, GA 30507

Ticket Number: TKT-091422-697277

Ticket Date: 09-15-2022

Job Number: SR0000338638

Paper Ticket #:

Job Name: Vacuum of Waste Water Silt

PO/WO #:

Site Location: 102 WALNUT GROVE RD Cartersville,
GA, 30120

AFE/JOB #:

Phone: 678 247-4069

Requesters Name:

Cost Centre/GL:

Major/Minor:

Rig/Well Pad #:

Job Name:

User/Approver ID:

Other Order #:

This is not an invoice

Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator		1290	8	\$245.00	HR	\$1960.00
Badger Hydrovac With Operator Overtime		1290	4.25	\$270.00	HR	\$1147.50
Additional Operator		1290	8	\$65.00	HR	\$520.00
Additional Operator Overtime		1290	4.25	\$85.00	HR	\$361.25
Fluctuating Fuel Recovery		1290				\$448.73
Notes:						
					Ticket Total:	\$4437.48

Approved By:

Approver Name:

Approver Phone #:

Meeting: October 20, 2022 Item 14.



CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA, 30120

Badger Contact Info: 1589 Fullenwider Road
Gainesville, GA 30507

Ticket Number: TKT-091522-698655

Ticket Date: 09-16-2022

Job Number: SR0000338638

Paper Ticket #:

Job Name: Vacuum of Waste Water Silt

PO/WO #:

Site Location: 102 WALNUT GROVE RD Cartersville,
GA, 30120

AFE/JOB #:

Phone: 678 247-4069

Requesters Name:

Cost Centre/GL:

Major/Minor:

Rig/Well Pad #:

Job Name:

User/Approver ID:

Other Order #:

This is not an invoice

Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator		1290	8	\$245.00	HR	\$1960.00
Badger Hydrovac With Operator Overtime		1290	4	\$270.00	HR	\$1080.00
Additional Operator		1290	8	\$65.00	HR	\$520.00
Additional Operator Overtime		1290	4	\$85.00	HR	\$340.00
Consumable Materials	PPE	1290	1	\$25.00	DAY	\$25.00
Fluctuating Fuel Recovery		1290				\$441.56

Notes:

Ticket Total: \$4366.56

Approved By:

Approver Name:

Approver Phone #:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Grit Chamber Repair Parts
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Both grit chambers in the Water Pollution Control Plant require a complete rebuild every 4-5 years. #2 grit chamber is currently in need of such a rebuild.</p> <p>All repair and replacement parts for the Envirex Grit Collector System are provided by a sole source vendor, WSG & Solutions, Inc. Your approval is recommended to purchase the components in the attached quote from WSG & Solutions, Inc. for \$49,059.00. The delivery time is currently 18-20 weeks.</p> <p>This is a budgeted maintenance expense to be paid from account 505.3330.52.2361.</p>
LEGAL:	N/A



440 Stump Road
Montgomeryville, PA 18936
Phone: 267-638-3000
Fax: 267-638-3081
Toll Free Phone: 1-866-353-7084
Web: wsgandsolutions.com

September 29, 2022

City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

Attn.: Mr. Scott Moody

Subject:	Cartersville, Georgia Replacement components for One (1) Chain & Bucket Grit Collector WSG & Solutions, Inc. Proposal No. A18423-CP	C. Schramek N. Panek R. Hall File-WSG-A18423-CP
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WSG & Solutions, Inc. is pleased to offer this proposal on the above project.

Should additional information be required, please do not hesitate to contact or telephone me directly at 267-638-3022.

- Please Note:
- A "Signed Purchase Order along with mutually agreed upon Terms and Conditions" must be in our possession before manufacturing of equipment begins. All purchase orders are to be addressed to WSG & Solutions, Inc.
 - If delivery is critical, we propose an "As-Sold Proposal", this proposal should be signed by an authorized individual as the basis of our Contract and attached to the Purchase Order.

Thank you for the opportunity of quoting on your requirements. We trust our Proposal will receive your favorable consideration.

Very truly yours,

Michael Ricketson

Michael Ricketson
Senior Sales Associate
WSG & Solutions, Inc.

Accepted by:

Purchaser Name:	WSG & Solutions, Inc.
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SCOPE OF SUPPLY

As the original equipment supplier, WSG & Solutions, Inc. proposes to supply the following replacement components for a Chain and Bucket Grit Collector originally supplied under our Envirex Contract # 12879 (circa 1993).

ITEM	QUAN	PART NUMBER	PART DESCRIPTION	PRICE (TOTAL)
1	12	303-1881-1	NON-METALLIC WEAR SHOE	\$396.00
2	6	103-81133-1	CHAIN ATTACHMENT PIN	\$72.00
3	10 FT	841-28016	720S CHAIN STRAND, PLAIN	\$1,050.00
4	4	841-28375	ATTACHMENT LINK FOR 720S CHAIN	\$576.00
5	20	841-32520	CHAIN PIN AND COTTER PIN FOR 720S CHAIN	\$820.00
6	15	503-82250-85	BUCKET, CARBON STEEL	\$19,470.00
7	1	HARDWARE	ITEM OF STAINLESS STEEL CARRIAGE BOLTS AND LOCKNUTS FOR ASSEMBLY OF (12) EACH WEAR SHOES TO BUCKETS	\$260.00
8	1	12879-109-100	ITEM OF LOWER EFFLUENT SHAFT PARTS INCLUDING (1) SHAFT, (2) SPROCKETS, (2) WALL BEARINGS, (1) COLLAR AND (2) SPACERS (ITEM OF LOOSE PARTS FOR ASSEMBLY BY CUSTOMER)	\$11,584.00
9	1	12283-113-100	ITEM OF UPPER EFFLUENT SHAFT PARTS INCLUDING (1) SHAFT, (2) SPROCKETS, (2) WALL BEARINGS AND (4) COLLARS (ITEM OF LOOSE PARTS FOR ASSEMBLY BY CUSTOMER)	\$14,831.00
			TOTAL PRICE =	\$49,059.00

Our price includes only the specific items detailed in this proposal.

PAYMENT AND PRICE TERMS:

The prices quoted do not include taxes of any kind. Freight is included.

This proposal and these prices are valid for a period of thirty (30) days.

100% due upon Shipment payable net 30 days from the date of shipment for the value of material as shipped (or as ready for shipment, if shipment is delayed by you).

In the event any amount becomes past due, a service fee of 1-1/2% of the unpaid balance will be due each month until paid. WSG & Solutions, Inc. reserves the right to ship, invoice and collect for partial shipments.

FREIGHT:

Price is FOB Shipping Point with least expensive freight allowed to the jobsite. Our price does not include any costs for unloading, transporting on the site or storage.

CONDITIONS OF SALE:

WSG & Solutions, Inc. Standard Terms of Sale are attached and shall become part of any contract resulting from this proposal.

SHIPMENT INFORMATION:

*** Shipment will be approximately 18 - 20 weeks ARO and signed final contract. Please be advised that our delivery dates and our supply chain may be affected by the current COVID-19 virus situation across the country.**

Due to COVID-19, we are moving from paper to electronic invoicing. Please supply contact name and email address for invoicing purposes when ordering.

Our equipment is priced to ship in accordance with the above quoted timing which is subject to availability of fabrication resources. Actual timing will be confirmed and acknowledged upon receipt of a purchase order and final contract agreement. Shipments delayed by the Purchaser will be subject to an assessment at the rate of 1.5% per month of the value of the contract

FIELD SERVICES:

Field Service technician consultation may be purchased at the per diem rate of \$1,400.00 per eight (8) hour day, Monday through Friday inclusive. Travel time will be charged to and from Purchaser's construction site. **Traveling, living and incidental expenses will be charged at cost** including shipping charges on tools and other equipment, which the field service representative has shipped to the construction site. Overtime and Saturday work is charged at time and one-half. Sunday will be charged double time; time worked on US Holidays will be charged triple time.

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, “Equipment”), referred to in Seller’s purchase order, quotation, proposal or acknowledgment, as the case may be (“Seller’s Documentation”). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer’s assent to these terms. Seller rejects all additional or different terms in any of Buyer’s forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller’s Documentation. Unless Seller’s Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Partial shipments and invoices will be allowed unless otherwise agreed by the parties. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller’s reasonable costs (including attorneys’ fees) of collecting amounts due but unpaid. All orders are subject to credit insurance approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller’s Documentation. Unless Seller’s Documentation provides otherwise, Delivery terms are F.O.B. Shipping Point.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller’s property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer’s use of the Equipment. Buyer shall not disclose any such material to third parties without Seller’s prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller’s Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller’s Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within twelve (12) months from shipment (the “Warranty Period”), Seller shall, at its sole option and as Buyer’s sole remedy, repair or replace the subject parts. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller’s warranty is conditioned on Buyer’s (a) operating and maintaining the Equipment in accordance with Seller’s instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller’s warranty does not cover wear and tear of the components once put into operation, damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER’S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller’s negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller’s indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or

- disturbance, fire, accident, war or civil disturbance, pandemic, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
In the event Buyer wishes to return material for credit - A return material authorization (R. M. A.) must be issued from the Seller before any return. Equipment to be returned must be in new condition, suitable for restocking and resale. Non stock items are not returnable. Items invoiced over 12 months prior are not returnable. Restocking fee of 25% of item value applies. Return freight and associated costs are for the account of the Buyer.
 10. **Assignment.** Seller may assign, transfer or subcontract any Order or any right or any obligation hereunder without Buyer's prior written consent. Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the agreement and/or assign proceeds of the agreement without Buyer's consent.
 11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 12. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
 13. **RESERVATION CLAUSE (International ONLY-including Canada and Mexico).** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the (Work/Equipment/Services) provided under the contract, including any export license requirements. Buyer agrees that such (Work/Equipment/Services) shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time.
BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
 14. **Escalation Clause.** Seller has no control over the metals markets and the fluctuations of base metals cost and surcharges imposed on shipments of steel. The prices in the proposal are therefore subject to adjustment reflecting changes in the CRU Steel Price Index Forecast published by CRU International at www.cruspifutures.com for the base material costs, and the Allegheny Ludlum surcharge calculator/surcharge history data published monthly and is available at www.alleghenyludlum.com/ludlum/pages/SurchargeCalculator/SurchargeHistory.asp. Changes made by the Buyer to the quoted schedule will be subject to escalation as provided herein. If the index and surcharge data published at the date of actual material procurement exceeds the index and surcharge data values at the proposal validity date, Seller has the right to change the price for the material portion of the contract and it may be increased in accordance with the changes in the index and surcharge data

values. Price changes will be the difference between the actual material purchase costs as indicated by the CRU steel price index and surcharge calculator data at the date of purchase and the material costs in effect as indicated by the CRU steel price index and surcharge calculator data as of the date of the proposal. It is understood and agreed that it shall be Seller's option as to whether or not to invoke escalation. All invoices for escalation will include supporting documentation as required.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Atlanta Regional Commission Payment
DEPARTMENT SUMMARY RECOMMENDATION:	<p>On August 2, 2018, the City entered into a Memorandum of Agreement (MOA) with the Atlanta Regional Commission (ARC) in order to be included in attorney client privileged meetings and discussions regarding water supply allocation by the Corps of Engineers in Lake Allatoona. The City’s portion of the 2022 invoice is \$50,000.</p> <p>Your approval is recommended to pay invoice #7506 to the Atlanta Regional Commission in the amount of \$50,000. This is a budgeted item and will be paid from account 505-3310-54-2336.</p>
LEGAL:	N/A



Atlanta Regional Commission

Atlanta Regional Commission
International Tower
229 Peachtree Street, NE Suite 100
Atlanta, Georgia 30303

Invoice No. 7506
Date 9/29/2022

J. Sidney Forsyth, EnvE
Cartersville Water Department
148 Walnut Grove Road

Cartersville Georgia 30120

Amendment #1 to MOA on Cooperative Technical Assistance \$50,000.00

Total Due: \$50,000.00

Please pay upon receipt.
Please make check payable to: Atlanta Regional Commission
Send to the address above.
Tax ID: 58-6002324



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 10, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Switching Cubicle - PMH-11
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase two switching cubicles in order to serve power to the Northwest Logistics Park. This is a sole-sourced item from Whitehead & Associates Inc, and the cost is a total of \$55,734.00 with a delivery time of 30 weeks. This is a budgeted expense.
LEGAL:	N/A



WHITEHEAD & ASSOCIATES, INC.



S&C ELECTRIC COMPANY
Excellence Through Innovation

Whitehead & Associates, Inc.
5998 Lake Forrest Drive
Atlanta, GA 30328-4833

Quotation
28-OCT-2022

Expires On:

Project Reference

City of Cartersville

GRESKO UTILITY SUPPLY, INC
1135 RUMBLE ROAD
FORSYTH, GA 31029
US

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO THE TERMS AND CONDITIONS AS LISTED BELOW

QUOTE PREPARED BY	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Patrick Costello	404-574-4870	patrick@whiteheadassoc.com	Ground	Net 30 Days

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
01	2	55162R4-K3	55162R4-K3--VOLTS: 14400 AMPERES: 600 COLOR: OLIVE GREEN --PAD-MOUNTED GEAR -- OUTDOOR PRIMARY DISTRIBUTION -- MANUAL MODEL PMH-11	USD 25,677.00	USD 51,354.00
02	6	3097-MEG	3097-MEG-- SM-20 SML-20 VERTICAL 45 OPENING DISCONNECT INDOOR DISTRIBUTION POWER FUSE END FITTINGS	USD 526.00	USD 3,156.00
03	6	612010 -MEG	612010 -MEG --KILOVOLTS: 14.4 AMPERES: 10 SPEED: 153-2 (E) SMU-20 POWER FUSE UNIT	USD 204.00	USD 1,224.00
				TOTAL:	USD 55,734.00

Safety has always been S&C's number one priority. Though S&C is still committed to serving our customers while maintaining appropriate health precautions, the impacts of COVID-19 cannot be reasonably determined at this time. This quote does not account for any potential adverse impacts COVID-19 may have on S&C's performance or obligations herein. In the event of any delays or adverse impacts, S&C reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind. By accepting this quote or issuing a purchase order for the quoted products and/or services, you agree to and accept these terms.

Ship Schedule

Lead-time for the quoted material is approximately 30 weeks weeks after receipt of your formal purchase order. All shipping estimates are subject to prior sales of material and/or manufacturing capacity.

Terms and Conditions of Sale

This proposal is in accordance with S&C general terms and conditions of sales (S&C Price Sheets 150, 155, 156, 171,172, 181, & 183); those applicable to this proposal are provided in the Appendix section. Prices quoted exclude any manufacturer's sales, use or other excise taxes or duties. Any such taxes which Seller is required to pay or collect will be invoiced to Buyer.

Links to the aforementioned Price Sheets may be found on our public website ([https://www.sandc.com/en/search?q="Price+Sheet"](https://www.sandc.com/en/search?q=))

Terms of Payment: Net 30 Days

Terms of Delivery: F.O.B. Factory: Prices are F.O.B. common carrier shipment point, with seller's selection of transportation prepaid to common carrier delivery point nearest first destination on orders with net invoice value of \$5,000.00 or more. For orders with less than \$5,000.00 net value, prices are F.O.B. Common carrier shipment point, freight collect or prepaid and added to the invoice.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Transformers for 175 E. Main Apartments
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase the (6) 300kVA transformers to serve power to the 175 E. Main Apartments project. We received 3 bids, and are requesting to go with the lowest bid from Trans Net Inc for \$86,100. This is a budgeted expense.
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

(6) 300Kva 120-208 October 2022

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>
Solomon	Solomon	12-29 wks*	\$ 29,345.00			\$ 29,345.00
Trans. Net. Inc.	TNI	36-38 wks.	\$ 14,350.00			\$ 14,350.00
UTB	UTB	35 wks.	\$ 25,952.00			\$ 25,952.00

* 2-3 units in 12-13 weeks, remainder in 27-29 weeks.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	750kVA Transformer Purchases
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department needs to purchase (2) 750kVA Transformers for an industrial customer's expansion. We received five bids and deemed the bid from Trans Net Inc. to be the best bid based on price and delivery time. We are requesting authorization to purchase the two units from TNI for a total of \$44,900. This is a budgeted expense.
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

14.400, 750kva, 277-480 OCT. 2022

per unit

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>
UTB	UTB	35 wks.	\$ 39,920.00			\$ 39,920.00
Trans. Net. Inc.	TNI	36-38 wks.	\$ 22,450.00			\$ 22,450.00
Solomon	Solomon	29 wks	\$ 42,729.00			\$ 42,729.00
Power Supply	WEG	84-86 wks.	\$ 42,732.84			\$ 42,732.84
Emerald	Emerald	66-68 wks	\$ 19,539.00	936	6792	\$ 30,543.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Transformers for Logistics Park
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department needs to purchase (2) 150kVA Transformers to serve power to the new logistics park on Hwy 293. We received five bids and deemed the bid from Trans Net Inc. to be the best bid based on price and delivery time. We are requesting authorization to purchase the two units from TNI for a total of \$23,740. This is a budgeted expense.
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

(2) 150 kVA 277-480 OCT. 2022

price per unit

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>
UTB	UTB	35 wks.	\$ 20,350.00			\$ 20,350.00
Trans. Net. Inc.	TNI	36-38 wks.	\$ 11,870.00			\$ 11,870.00
Solomon	Solomon	12-13 wks.	\$ 23,423.00			\$ 23,423.00
Power Supply	WEG	84-86 wks.	\$ 19,375.74	285	1842	\$ 22,500.24
Emerald	Emerald	66-68 wks.	\$ 11,389.00			\$ 11,389.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	October 20, 2022
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	August 2022 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for August 2022.
LEGAL:	None

MONTHLY SUMMARY
As of August 31, 2022

	FY 2020-21 MONTH OF August-21	FY 2021-22 MONTH OF August-22	FY 2020-21 Year to Date August-21	FY 2021-22 Year to Date August-22	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DMA & School System Program Tax Revenue & Expenditures</i>					
REVENUE	\$1,695,712	\$2,253,338	\$3,531,968	\$4,317,250	12.80%
EXPENDITURE	\$1,854,489	\$2,111,295	\$4,796,551	\$4,649,339	13.78%
Gen. Fund Net Profit (Loss)	(\$158,777)	\$142,043	(\$1,264,583)	(\$332,089)	
WATER & SEWER					
REVENUE	\$2,179,619	\$2,353,769	\$4,473,208	\$5,637,232	15.14%
EXPENDITURE	\$1,338,996	\$1,134,525	\$2,408,768	\$2,182,578	5.86%
Wtr. & Swr. Fund Net Profit (Loss)	\$840,623	\$1,219,244	\$2,064,440	\$3,454,654	
<i>As of August 31, 2022 a total of \$5,306 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$1,695,193	\$2,961,559	\$3,388,276	\$6,502,345	18.93%
EXPENDITURES	\$2,153,920	\$4,837,833	\$3,667,762	\$7,145,153	20.80%
Gas Fund Net Profit (Loss)	(\$458,727)	(\$1,876,274)	(\$279,486)	(\$642,808)	
ELECTRIC					
REVENUE	\$4,802,822	\$5,358,962	\$9,190,817	\$10,571,818	19.40%
EXPENDITURES	\$4,427,685	\$5,336,088	\$8,736,368	\$10,485,048	19.24%
Electric Fund Net Profit (Loss)	\$375,137	\$22,874	\$454,449	\$86,770	
STORMWATER					
REVENUE	\$128,040	\$129,663	\$256,191	\$259,247	16.18%
EXPENDITURE	\$95,607	\$96,489	\$218,066	\$201,528	12.58%
Stormwater Fund Net Profit (Loss)	\$32,433	\$33,174	\$38,125	\$57,719	
SOLID WASTE					
REVENUE	\$253,439	\$277,986	\$775,240	\$554,560	15.24%
EXPENDITURE	\$214,622	\$204,057	\$421,814	\$386,228	10.62%
Solid Waste Fund Net Profit (Loss)	\$38,817	\$73,929	\$353,426	\$168,332	
FIBER OPTICS					
REVENUE	\$204,618	\$219,872	\$420,422	\$454,879	17.61%
EXPENDITURE	\$162,587	\$234,436	\$299,161	\$348,794	13.50%
Fiber Fund Net Profit (Loss)	\$42,031	(\$14,564)	\$121,261	\$106,085	

	Description	8/31/2022	FY 2023 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$4,317,250	\$33,736,215	12.80%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$110,768	\$4,810,565	2.30%
	Local Option Sales Tax (LOST)	\$1,058,706	\$5,655,350	18.72%
	Other Taxes	\$1,269,071	\$9,844,265	12.89%
	Building Permit & Inspection Fees	\$374,945	\$500,000	74.99%
	Fines and Forfeitures	\$79,093	\$350,000	22.60%
	Operating Transfers In-City Utilities	\$527,433	\$3,921,595	13.45%
	Other Revenues	\$897,234	\$6,784,840	13.22%
	School Bonds	\$0	\$1,869,600	0.00%
	Total Expenditures	\$4,649,340	\$33,736,215	13.78%
	Personnel Expenses	\$3,505,045	\$21,154,470	16.57%
	Operating Expenses	\$939,598	\$8,231,995	11.41%
	Capital Expenses	\$87,322	\$2,010,650	4.34%
	GO Bond Expense for School	\$0	\$1,869,600	0.00%
Library Appropriations	\$117,375	\$469,500	25.00%	
Water & Sewer Fund	Total Revenues	\$5,637,232	\$37,578,785	15.00%
	Water Sales	\$3,249,992	\$14,418,600	22.54%
	Sewer Sales	\$2,028,620	\$7,618,465	26.63%
	Bond Proceeds	\$0	\$4,750,000	0.00%
	Use of Reserves	\$0	\$8,445,720	0.00%
	Prior Year Capacity Fees	\$0	\$1,660,000	0.00%
	Other Revenues	\$358,620	\$686,000	52.28%
	Total Expenditures	\$2,182,578	\$37,578,785	5.81%
	Personnel Expenses	\$736,839	\$4,772,175	15.44%
	Operating Expenses	\$593,556	\$5,474,765	10.84%
Capital Expenses	\$6,088	\$16,360,000	0.04%	
Capital Expenses (Bond Funds)	\$5,306	\$4,750,000	0.11%	
Transfer To General Fund	\$434,418	\$2,603,620	16.69%	
Debt Payments	\$406,371	\$3,618,225	11.23%	
Gas Fund	Total Revenues	\$6,502,345	\$34,353,845	18.93%
	Gas Sales	\$5,767,215	\$27,171,365	21.23%
	Gas Commodity Charge	\$233,295	\$1,494,210	15.61%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$501,835	\$1,627,250	30.84%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$7,145,153	\$34,353,845	20.80%
	Personnel Expenses	\$403,125	\$2,575,270	15.65%
	Operating Expenses	\$174,698	\$1,738,485	10.05%
Purchase of Natural Gas	\$5,928,095	\$19,372,045	30.60%	
Transfer to General Fund	\$601,350	\$3,608,105	16.67%	
Debt Service	\$0	\$779,695	0.00%	
Capital Expenses	\$37,885	\$6,280,245	0.60%	

	Description	8/31/2022	FY 2023 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$10,571,818	\$54,485,200	19.40%
	Electric Sales	\$10,355,368	\$49,562,840	20.89%
	Other Revenues	\$216,450	\$2,123,850	10.19%
	Use of Reserves	\$0	\$2,798,510	
	Total Expenses	\$10,485,048	\$54,485,200	19.24%
	Personnel Expenses	\$488,495	\$2,942,740	16.60%
	Operating Expenses	\$204,308	\$1,798,105	11.36%
	Purchase of Electricity	\$9,101,861	\$41,921,610	21.71%
	Capital Expenses	\$134,058	\$4,484,790	2.99%
	Transfer to General Fund	\$556,326	\$3,337,955	16.67%
Stormwater Fund	Total Revenues	\$259,247	\$1,602,000	16.18%
	Stormwater Revenues	\$256,429	\$1,538,000	16.67%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$2,818	\$14,000	20.13%
	Proceeds from Capital Leases	\$0	\$50,000	0.00%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$201,528	\$1,602,000	12.58%
	Personnel Expenses	\$145,368	\$854,200	17.02%
	Operating Expenses	\$49,535	\$406,145	12.20%
Capital Expenses	\$6,625	\$341,655	1.94%	
Solid Waste Fund	Total Revenues	\$554,560	\$3,638,135	15.24%
	Refuse Collections Revenues	\$547,994	\$3,154,240	17.37%
	Other Revenues	\$6,566	\$77,000	8.53%
	Proceeds From Capital Leases	\$0	\$406,895	0.00%
	Total Expenses	\$386,228	\$3,638,135	10.62%
	Personnel Expenses	\$248,062	\$1,541,835	16.09%
	Operating Expenses	\$138,166	\$1,689,405	8.18%
Capital Expenses	\$0	\$406,895	0.00%	
Fiber Optics Fund	Total Revenues	\$454,879	\$2,583,800	17.61%
	Fiber Optics Revenues	\$399,597	\$2,399,000	16.66%
	GIS Revenues	\$19,000	\$115,500	16.45%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$36,282	\$69,300	52.35%
	Total Expenses	\$348,794	\$2,583,800	13.50%
	Personnel Expenses	\$164,701	\$931,440	17.68%
	Operating Expenses	\$142,358	\$1,037,985	13.71%
	MEAG Telecom Statewide Pymt	\$657	\$7,890	0.00%
	Debt Payment	\$96	\$0	0.00%
Capital Expenses	\$8,568	\$412,000	2.08%	
Transfers to General Fund	\$32,414	\$194,485	16.67%	

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94				
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95				
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of August 2022:
 Unrestricted cash increased due to increases in the Water, Stormwater, Electric, Solid Waste, Gas, and Insurance Funds, while decreases occurred in the General, Fiber, and Garage funds.

Restricted cash decreased due to increases in the Hotel-Motel, Motor Vehicle Tax, SPLOST 2020, Debt Service Funds, while larger decreases occurred in the DEA and Pension Funds.

SPLOST Account Balances	
SPLOST 2003	\$56,747.50
SPLOST 2014	\$231,991.10
SPLOST 2020	\$6,823,261.69