



CARTERSVILLE PLANNING COMMISSION MEETING

Council Chambers, Third Floor of City Hall
Tuesday, September 07, 2021 at 5:30 PM

AGENDA

COMMISSIONERS:

Lamar Pendley – Chairman
Greg Culverhouse
Harrison Dean
Jeffery Ross
Travis Popham
Steven Smith

CITY CLERK:

Julia Drake

PLANNING DIRECTOR:

Randy Mannino

CITY PLANNER:

David Hardegree

ASSISTANT CITY ATTORNEY:

Keith Lovell

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. August 10, 2021 Meeting Minutes

OLD BUSINESS

2. Update on Previous Cases

TEXT AMENDMENT

3. T21-03.

SPECIAL USE PERMIT

4. SU21-06. 314 E. Main St.
5. SU21-07. 402 MLK Jr. Dr.

STAFF OR COMMITTEE COMMENTS

OTHER

*** City Council 1st Reading: September 16th, 9:00 AM. Council Chambers. 3rd fl City Hall.**

**** City Council 2nd Reading (Final Action): October 7th, 7:00 PM. Council Chambers. 3rd fl City Hall.**

The next meeting of the Planning Commission will be October 12th, 5:30pm

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



PLANNING COMMISSION ITEM SUMMARY

MEETING DATE:	September 7, 2021
SUBCATEGORY:	Planning Commission
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	August 10, 2021 Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	Minutes from the August 10, 2021 Planning Commission Meeting have been uploaded for your review and approval.
LEGAL:	N/A

MINUTES OF THE CARTERSVILLE PLANNING COMMISSION

The Cartersville Planning Commission met in a regularly scheduled meeting on Tuesday, August 10, 2021 at 5:30 p.m. in the City Hall Council Chambers.

Present: Lamar Pendley, Travis Popham, Jeffery Ross, Greg Culverhouse, Harrison Dean, and Steven Smith

Absent:

Staff Members: Randy Mannino, Julia Drake, David Hardegree

Other: Lamar Pinson, Chairman: Resignation received July 18, 2021

CALL TO ORDER: 5:31 PM

ROLL CALL

Board Member Pendley stated to the audience that the Alcohol Control Board is a recommending body only and that any cases heard and approved would need to be heard and approved by the Mayor and City Council.

APPROVAL OF MINUTES

1. June 8, 2021 Meeting Minutes

Board Member Pendley called for a motion on the June 8, 2021 meeting minutes. Board Member Popham made a motion to approve the minutes as presented. The motion was seconded by Board Member Smith and carried unanimously. Vote: 5-0

STAFF UPDATES

2. AZ21-05: 49 Floyd Rd

David Hardegree, City Planner, gave an update on AZ21-05 stating that it was recommended by Planning Commission and was approved by Council.

3. SU21-04: 81 Peeples Valley Rd. Ste 101/102

Mr. Hardegree gave an update on SU21-04 stating that it was recommended by Planning Commission and was approved by Council.

4. Z21-02: 1006/1008 N. Tennessee St.

Mr. Hardegree gave an update on Z21-02 stating that it was recommended by Planning Commission and was approved by Council.

DE-ANNEXATIONS

5. AZ21-06: 1405 and 1413 Hwy 113 Applicants: Benedikt/Ashlee Quosigk & Robert Millam

Mr. Hardegree gave an overview of the joint application and stated the property had be posted and properly advertised and all adjacent property owners had been notified. In addition, Mr. Hardegree stated these two properties were originally annexed into the city in the 1980's and now the applicants are wanting to de-annex from the city. In closing, Mr. Hardegree discussed staff comments and stated that there was no exception from staff or public comments of any kind. Applicant was present.

Board Member Pendley opened the public hearing and asked if the applicants would like to come forward to speak on behalf of the application, to which both applicants replied 'no'.

With no one to come forward to speak for or against the application, Board Member Pendley closed the public hearing.

Board Member Culverhouse made a motion to approve AZ21-06. Board Member Popham seconded the motion. Motion carried unanimously. Vote: 5-0

Board Member Pendley stated that this application would be heard by the Mayor and City Council at the next scheduled City Council Meeting with the first hearing on August 19, 2021 at 7:00 P.M. and the second reading on September 2, 2021 at 7:00 P.M.

SPECIAL USE PERMIT

6. SU21-05: 323 N. Tennessee St.

Applicant: Auto Cash – Cartersville LLC

Board Member Ross stated that the applicant did purchase some property from him and there are still dealings with applicant and felt it would be best to recuse himself from this application discussion and vote.

Mr. Hardegree gave an overview of the application and stated the property had be posted and properly advertised and all adjacent property owners had been notified. Applicant is wanting to expand business. Futhermore, Mr. Hardegree discussed staff comments and stated that there was no opposition from staff and no public comments were received. In closing, Mr. Hardegree wanted to state that a previously approved Special Use Permit did carry a condition that restricted outdoor storage and said condition would remain if the Board decided to approve this application. A representative of the applicant was present.

Board Member Pendley opened the public hearing.

Leslie Simmons, 22 Olive Vine Church Rd., came forward to speak for the application.

Board Member Smith asked if 'expanding the business' entailed an addition on the building to which Ms. Simmons replied that no addition would be made and that existing space would be utilized.

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

Board Member Culverhouse made a motion to approve SU21-05 with the existing condition of no outside storage and adding an additional condition for no automobile storage. Board Member Smith seconded the motion. Motion carried unanimously. Vote: 4-0

STAFF OR COMMITTEE COMMENTS

7. Appointment of Chair and Vice-Chair

Mr. Hardegree stated that on July 18, 2021, a resignation letter was received from Chairman Lamar Pinson stating his resignation would be effective immediately due to health concerns within his family that would require his full attention. A new chairman and vice-chairman would need to be appointed. In closing, Mr. Hardegree stated that currently, no vice-chairman existed.

Board Member Smith made a motion to appoint Board Member Lamar Pendley as the Chairman of the Planning Commission effective immediately. Board Member Popham seconded the motion. Motion carried unanimously. Vote: 5-0

Board Member Smith made a motion to appoint Board Member Greg Culverhouse as the Vice-Chairman of the Planning Commission effective immediately. Board Member Popham seconded the motion. Motion carried unanimously. Vote: 5-0

A motion was made to adjourn the meeting at 5:58 P.M. by Board Member Culverhouse and seconded by Board Member Smith. Motion carried unanimously. Vote: 5-0

Date Approved: September 7, 2021

/s/ _____
Lamar Pendley, Chairman



PLANNING COMMISSION ITEM SUMMARY

MEETING DATE:	September 7 th , 2021
SUBCATEGORY:	
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Update on Previous Cases
DEPARTMENT SUMMARY RECOMMENDATION:	AZ21-06 (De-annexation), 1405 and 1413 Hwy 113 SU21-05, 323 N. Tennessee St.
LEGAL:	N/A



PLANNING COMMISSION ITEM SUMMARY

MEETING DATE:	September 7 th , 2021
SUBCATEGORY:	Text Amendment
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T21-03.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests a text amendment to the permitted land uses of the Multiple Use Zoning District, Ord. Sec. 9.2.2, to add “Animal Clinic or Hospital” and “Kennel” with a special use permit.</p> <p>The text amendment request is in conjunction with Special Use Permit application, SU21-06.</p>
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor Santini & City Council
From: Randy Mannino and David Hardegree
Date: August 25, 2021
Re: *Text Amendment T21-03. Adding Animal Clinic or Hospital and Kennel as allowed uses in the M-U District with a special use permit*

Thomas B. Thompson, applicant, is proposing a revision to the Zoning Ordinance, *Section 9.2 Multiple Use (M-U) District*, to allow “Clinic or Hospital, Animal”, as well as “Kennels” as allowed uses in the M-U District with a special use permit. Animal clinics/hospitals are allowed by right in the Agricultural (AG), General Commercial (G-C), Light Industrial (L-I), Heavy Industrial (H-I) districts. Kennels are allowed by right in the Agricultural (AG) and General Commercial (G-C) districts. Allowing animal clinics/hospitals and kennels as special uses is likely a better option than allowing them by right in the Multiple Use (M-U) district because a special use application allows for more scrutiny and evaluation of individual requests.

The applicant has applied for a Special Use permit (SU21-06) in conjunction with this text amendment for an animal clinic with an indoor kennel.

The proposed ordinance changes are attached.

PROPOSED ZONING AMENDMENT (ADDED SECTION IN RED and UNDERLINED)

9.2.2. *Use regulations.* Within the M-U 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:

- Accessory apartments (SU).*
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive and light truck rental facility (allowed on properties fronting an arterial or major collector street only).
- Automotive specialty shops (allowed on properties fronting an arterial or major collector street only and shall be limited to four (4) bays).
- Barber shops.
- Beauty salons.
- Bed and breakfast inn (SU).*
- Brewpub.
- Catering, carry out, delivery.
- Clinics (excludes veterinary).
- Clinic or hospital, animal (SU).*
- Clubs or lodges (noncommercial) (SU).*
- Colleges and universities.
- Community center buildings.
- Condominiums.

- 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).
- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).*
- Dry cleaners.
- Duplex dwellings.
- Family day care.
- Financial establishments.
- Funeral homes (allowed on properties fronting an arterial or major collector street only) (crematories may be allowed in conjunction with a funeral home with approval of a special use).*
- Group homes (SU).*
- Guest house.
- Gymnasiums/health clubs.
- Home occupations.
- Homeless shelters (SU).*
- Hospices (SU).*
- Hotels (allowed on properties fronting an arterial or major collector street only).
- Institutions of higher learning including business colleges, music conservatories, and similar institutions.
- Kennels (SU).*
- Laboratories (medical and dental).
- Laundromats.

- Libraries.
- Medical offices (excludes veterinary).
- Microbreweries (SU).*
- Multifamily dwellings.
- Museums.
- Nursing home facilities.
- Offices, general.
- Parking lots.
- Parks, private.
- Patio homes.
- Pawn shops and/or title pawn (SU).*
- Pet grooming.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Printing establishments.
- Pubs and taverns.
- Public utility facilities.
- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).*
- Repair services, light (shoes, small appliances or similar).
- Restaurants (drive-thru restaurants as SU).*
- 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 seven (7) business suites and additionally, that detached, stand alone, retail package stores shall not be permitted).
- Retirement centers (SU).*
- Reupholstery shops.
- Schools, private (SU).*
- Service stations (allowed on properties fronting an arterial or major collector street only).

- Single-family attached dwellings.
- Single-family detached dwellings.
- Stadiums (allowed on properties fronting an arterial or major collector street only).
- Storage, warehouse (allowed on properties fronting an arterial or major collector street only).
- Theaters.
- Townhouses.
- Wholesale sales office.
- * Special use approval required.

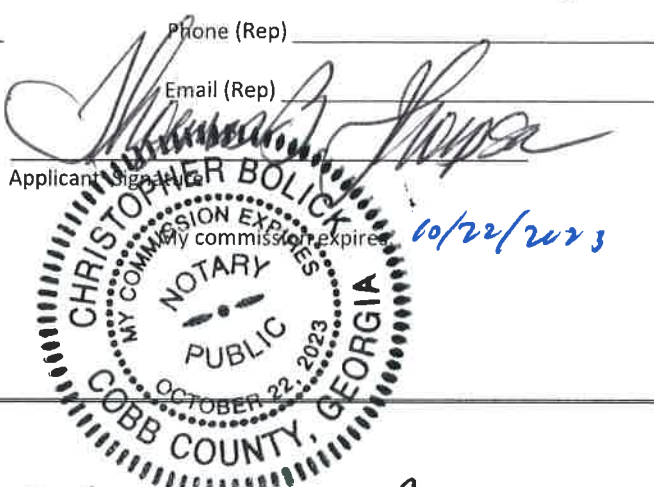
Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville

Case Number: 21-2 Item 3.
Date Received: 7-20-21

Public Hearing Dates:

Planning Commission 9/7/21 5:30pm 1st City Council 9/16/21 7:00pm 2nd City Council 10/7/21 7:00pm

APPLICANT INFORMATION

Applicant <u>Thomas B. Thompson</u> <small>(printed name)</small>	Office Phone <u>770-544-0580</u>
Address <u>3940 Paces Manor SE</u>	Mobile/ Other Phone * <u>404-660-0079</u>
City <u>Atlanta</u> State <u>GA</u> Zip <u>30339</u>	Email <u>tbtdevm@gmail.com</u>
Representative's printed name (If other than applicant) _____	Phone (Rep) _____
Representative Signature _____	Email (Rep) _____
Signed, sealed and delivered in presence of: <u>[Signature]</u>	Applicant Signature <u>[Signature]</u>
Notary Public _____	

1. Existing Text to be Amended:

Article IX, Section 9.2.2, Subsection A

Existing Text Reads as Follows: _____

A. Permitted Use. Structures and land may be used for only the following purposes: Accessory apartment (SU). * Amateur radio transmitter. Amenities.

2. Proposed Text:

Proposed Text Reads as Follows: Add - Animal clinic or hospital
Add - Kennel

(Continue on additional sheets as needed)

Application for Text Amendment(s)

To Zoning Ordinance

City of Cartersville

Case Number: TEL-03

Item 3.

Date Received: 7-20-21

3. Reason(s) for the Amendment Request: Reconfiguration for an animal hospital and an indoor only kennel.

(Continue on additional sheets as needed)

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

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

Requirements

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

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 26 – ZONING, ARTICLE IX – MULTIPLE USE DISTRICT, SECTION 9.2.2. – USE REGULATIONS is hereby amended by deleting the section in its entirety and replacing it as follows:

1.

Sec. 9.2.2. – Use Regulations

9.2.2. *Use regulations.* Within the M-U 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:

- Accessory apartments (SU).*
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive and light truck rental facility (allowed on properties fronting an arterial or major collector street only).
- Automotive specialty shops (allowed on properties fronting an arterial or major collector street only and shall be limited to four (4) bays).
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- Beauty salons.
- Bed and breakfast inn (SU).*
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- Catering, carry out, delivery.
- Clinics (excludes veterinary).
- Clinic or hospital, animal (SU).*
- Clubs or lodges (noncommercial) (SU).*
- Colleges and universities.
- Community center buildings.
- Condominiums.
- 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).

- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).*
- Dry cleaners.
- Duplex dwellings.
- Family day care.
- Financial establishments.
- Funeral homes (allowed on properties fronting an arterial or major collector street only) (crematories may be allowed in conjunction with a funeral home with approval of a special use).*
- Group homes (SU).*
- Guest house.
- Gymnasiums/health clubs.
- Home occupations.
- Homeless shelters (SU).*
- Hospices (SU).*
- Hotels (allowed on properties fronting an arterial or major collector street only).
- Institutions of higher learning including business colleges, music conservatories, and similar institutions.
- Kennels (SU).*
- Laboratories (medical and dental).
- Laundromats.
- Libraries.
- Medical offices (excludes veterinary).
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- Multifamily dwellings.
- Museums.
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- Offices, general.
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- Pet grooming.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Printing establishments.
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- Single-family attached dwellings.
- Single-family detached dwellings.
- Stadiums (allowed on properties fronting an arterial or major collector street only).
- Storage, warehouse (allowed on properties fronting an arterial or major collector street only).
- Theaters.
- Townhouses.
- Wholesale sales office.

* Special use approval required.

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

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



PLANNING COMMISSION ITEM SUMMARY

MEETING DATE:	September 7 th , 2021
SUBCATEGORY:	Special Use Permit
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU21-06. 314 E. Main St.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests a Special Use permit to allow an “Animal Clinic or Hospital” and “Kennel”, at 314 E. Main Street in Land Lot 456 of the 4th District, 3rd Section. The property is zoned M-U (Multiple Use) and contains approximately 2.32 acres. The SUP request is in conjunction with Text Amendment, T21-03.</p> <p>Staff does not oppose the request.</p>
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU21-06**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Thomas B. Thompson**

Representative: **Thomas B. Thompson**

Property Owner: **Truist Bank**

Property Location: **314 East Main Street**

Access to the Property: **East Main Street, Stonewall Street, and East Cherokee Avenue**

Site Characteristics:

Tract Size: Acres: **2.35 +/- acres** District: **4th** Section: **3rd** LL: **456**

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

1. LAND USE INFORMATION

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

Proposed Zoning: **M-U (Multiple Use)**

Proposed Use: **Animal Hospital & Indoor Kennel**

Current Zoning of Adjacent Property:

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

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

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

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

The Future Development Map designates the subject property as: **Transitional Use Area**

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

2. City Department Comments:

Electric: CES takes no exception to the special use permit #SU21-06. If they decide to make any electrical changes at any time, that will be handled with them directly at that time.

Fibercom: Takes no exception.

Fire: Takes no exception.

Gas: Takes no exception.

Public Works: Takes no exception.

Water and Sewer: This property is located in the City of Cartersville Water Department's water service area. The special use request for locating a "veterinarian clinic/ animal hospital" and "indoor kennel" will require the portion of the building being reconfigured for this practice to have separate plumbing from the other tenants of the building. Additionally the water meter serving the animal clinic portion will need to be upgraded with an RPZ backflow preventer.

This property is located in the City of Cartersville Water Department's sewer service area. The requested Special Use application will not affect sewer service to this site.

3. Public Comments:

8/27: Buddy Fitzgerald. Owner, 301 Cherokee Ave. Phone call. General Inquiry. Seemed opposed to kennel. Invited to attend public hearings or submit letter of opposition to the kennel.

8/30: Buddy Fitzgerald. Owner, 301 Cherokee Ave. P&D Office visit. Expressed opposition to kennel. Invited to attend public hearings or submit letter of opposition to the kennel.

9/1: Buddy Fitzgerald. Owner, 301 Cherokee Ave. P&D Office visit. Submitted letter of opposition to the proposed special use application. See attached.

4. Special Use Review

The property is located between East Main Street and East Cherokee, adjacent to and east of Stonewall Street. The applicant is requesting a special use permit for the building to be used as an animal hospital with an indoor kennel. This office use may be compatible with other commercial uses along East Main Street.

The two story primary building used to operate as a BB&T bank, currently Truist Bank. Truist Bank will sell the property to the applicant if the text amendment and special use permit are approved. State offices for Department of Revenue occupy the remaining single story wing to the east. No changes to the Dept. of Revenue offices are planned.

Parking should be sufficient. (79) spaces currently exist, including (2) ADA spaces. By ordinance for office/ professional use per Ord. Sec. 17.6.21, (53) spaces are required. (1 space/ 400sf). The building/s measures approx. 21,017sf with the 2nd floor and ATM office included.

Sufficient green space appears to exist for pet owners and clinic staff to walk the animals prior to office visits or during boarding. Regular maintenance of grass and mulch areas may be needed. Pet Poop stations with disposal bags should be made available.

This location is in the M-U (Multiple Use) zoning district. An animal hospital and indoor kennel requires a special use permit in the M-U district. A text amendment has been drafted in conjunction with this special use application. It will add animal hospitals/clinics and kennels to the allowed uses in the M-U zoning district.

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).

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 (Staff analysis)

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 adjoining streets.

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

How Standard #2 has / will be met: Parking will remain the same as current configuration on the lot

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: Standard office hours

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Outdoor lighting will remain the same as the current configuration on the lot

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via East Main Street and East Cherokee Avenue

Standard #7: Compatibility with surrounding land use.

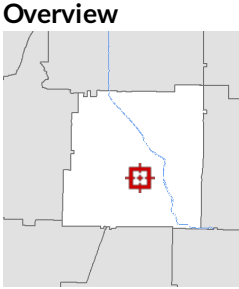
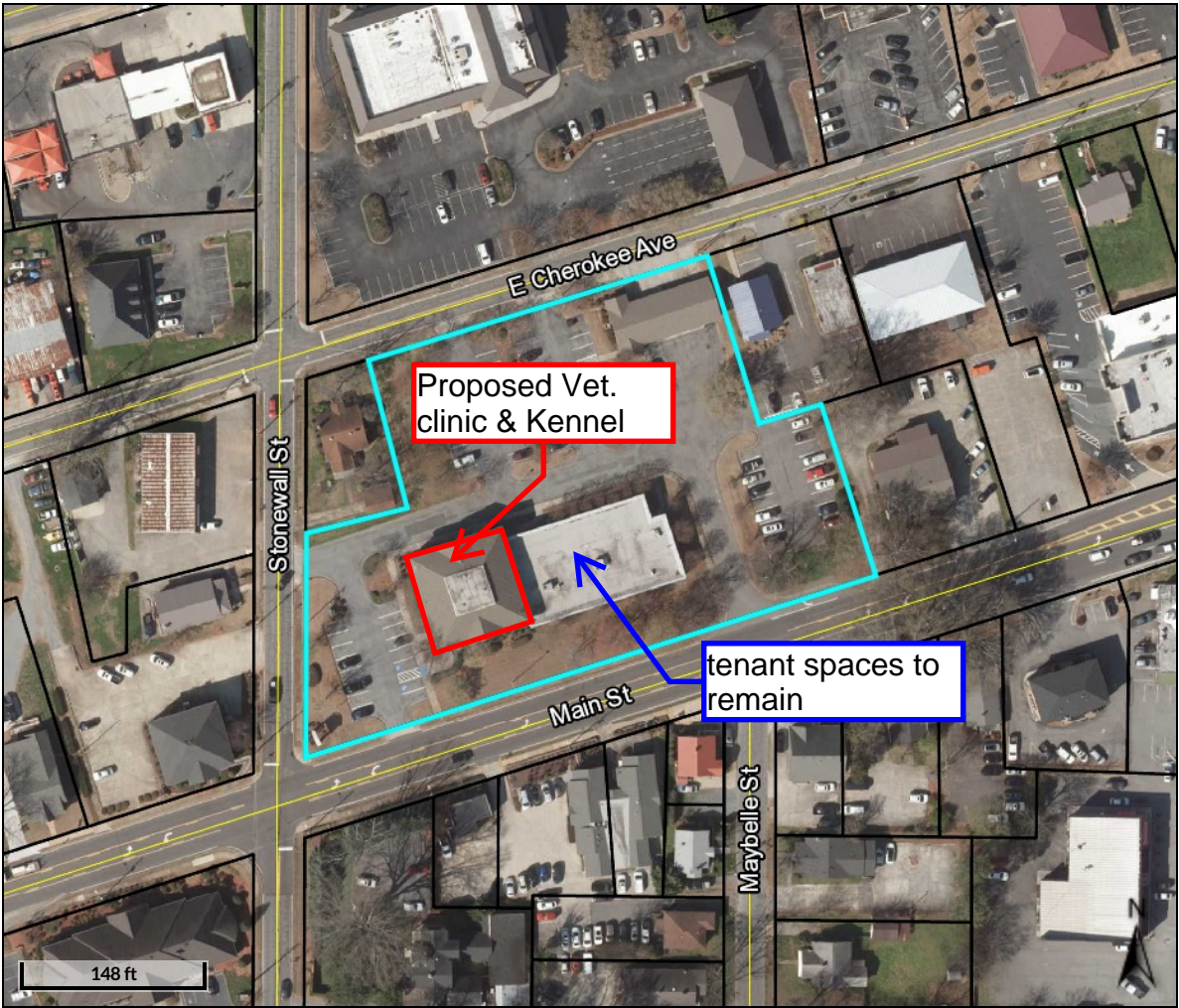
How Standard #7 has / will be met: The proposed use is expected to be compatible with adjacent land uses

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

None related to animal hospitals or indoor kennels.

8. **Staff Recommendation:** Staff does not oppose the request.

9. **Planning Commission Recommendation:**



- Legend**
-  Parcels
 -  Roads
 - Emerson Zoning**
 -  R - Residential
 -  RC - Residential Conservation
 -  C-1 - Neighborhood Retail Commercial
 -  C-2 - Community Retail Commercial
 -  MU - Mixed Use
 -  MU-2 - Mixed Use Lakepoint
 -  LI - Light Industrial
 -  HI - Heavy Industri

Parcel ID	C001-0015-015	Alternate ID	31912	Owner Address	FIRST NATIONAL BANK OF NORTH WEST GEORGIA C/O BB&T PROPERTY TAX DEPT P O BOX 167 WINSTON-SALEM, NC 27102-0167
Sec/Twp/Rng	n/a	Class	Commercial		
Property Address	314 E MAIN ST	Acreage	2.35		
District	Cartersville				
Brief Tax Description	BB&T LL 456 LD4 S3				

(Note: Not to be used on legal documents)

Date created: 8/5/2021
Last Data Uploaded: 8/4/2021 9:29:46 PM

Developed by 

Sept 1, 2021

Caity,

As I said, I will be out of town the week of Sept 6.

I am leaving you a copy of a letter stating why I object to this Special Use permit. I am also leaving a copy of the same letter for each member of the Planning Commission in an envelope with their name on it. Could see that each member gets their envelope before the meeting starts? Also, did you say that you or someone could read the letter publically in my absence? If not, I will have someone else represent me and read the letter.

Again, thanks for your help.

Buddy Fitzgerald (HJ)

229343004 bfitzgerald10@gmail.com

August 30, 2021

City of Cartersville Planning Commission Members

I will be out of town the week of September 6, and will not be able to attend your meeting on September 7 in reference to a Special Use permit to allow an “Animal Clinic or Hospital” and “Kennel” at 314 E. Main. I do plan on attending future meetings regarding this issue.

I trust that you will give due consideration to what I have presented in the enclosed letter. I thank you in advance for your time and consideration.

**HJ Fitzgerald
Cartersville, Ga.**

The City of Cartersville Planning Commission

August 30, 2021

I strongly oppose approving the application requesting a Special Use permit to allow an "Animal Clinic or Hospital" and "Kennel" to be located at 314 E Main Street. One of the best things going for Cartersville is the downtown; Cartersville is becoming known for its quaint downtown and draws many visitors to our city. All planning and development should be done in light of maintaining a prosperous downtown. In the coming months and years, the downtown area will have to expand to make room for more merchants and special events; in light of that, the 300 block of East Main and Cherokee is vital for such expansion; that area is the logical area for future development. As you know, businesses are currently in

the process of moving in that direction-just a half a block away from the BBT bank building. In my opinion, allowing an animal clinic or hospital and kennel in such a prime and critical location would be a great detriment to future enhancement of downtown Cartersville. I have been advised that the kennel would be an inside kennel, but that does not change the fact there would be an animal hospital on what is prime property for the future growth and expansion. Visitors come to downtown Cartersville to shop, to dine out, to be entertained and to enjoy a quaint downtown; an animal hospital is not in keeping with that reality. There is certainly a need for quality animal care, but locating it in the downtown area is not the place. I encourage you to think long term for the future development of the downtown area. I personally can envision the BBT bank building as a wonderful place for multiple shops and restaurants-and I'm sure that at some point, you will have developers wanting to do just that.

Sincerely,

HJ Fitzgerald
Cartersville, Ga.

Additional comments: If my research is correct, Mr. Thomas Thompson owns the Butler Creek Animal Hospital in Acworth, Ga. The following is in no way meant to be critical of Mr. Thompson; I am sure he provides a good service to his clients. In reviewing the website for the Butler Creek location, I found the following information that we should take note of. I will quote some comments I read. "Each guest is walked individually in our fenced yard twice a day. Additional playtime can be added to your pet's stay. Choose from extra walks, individual playtime, or Playcare." "We also provide boarding services for your exotic pets! We welcome reptiles, pocket pigs, birds, pigs, goats, and many more."

Even though it may be considered an inside kennel, it's clear that there will often be pets on the outside, and if I know dogs, that means barking. As good as a service this is, it is not suited for the Cartersville downtown area.

September 1, 2021

To: City of Cartersville Planning Commission

Reference Case #SU21-06 314 E. Main

I own the house at 301 E. Cherokee, which is directly behind the BBT Bank building; the property line is approx. 100 feet from the bank building itself and the house itself is approx. 75 yards from the bank building. Having a 'veterinarian hospital, clinic and kennel' adjoining this property would certainly be detrimental and would lower the value of the house and property, especially if they take the pets out at least twice day for walks, as we assume they will do, as that is what their other locations advertise-even though is advertised as an 'inside kennel.' The main grassy area of the bank property is right beside the house that I own, and I assume they would use this area to walk the pets. I hope that this Special Use permit would not be approved, but if it was, it would be specified that the grassy part of the property next to the house could not be used to walk the pets. This house at 310 E Cherokee is a classic house, built in the 1940's, and is a unique reminder of simpler times of the past. The house has been renovated inside and out.

Walking pets outside twice a day is great for the pets, but is not in the best interest for the merchants and business surrounding the bank. Using this prime 2.35 acres for anything other than an enhancement to downtown Cartersville would not be a good decision in my opinion.

Thank you for your consideration in this important matter.

HJ Fitzgerald

Application for Special Use
City of Cartersville

Case Number: SU21-06
Date Received: 7-20-21

Public Hearing Dates:

Planning Commission 9/17/21 5:30pm 1st City Council 9/16/21 7:00pm 2nd City Council 10/7/21 7:00pm

Applicant Thomas B. Thompson Office Phone 770-544-0580
(printed name)
 Address 3940 Paces Manor SE Mobile/ Other Phone *404-660-0079
 City Atlanta State GA Zip 30339 Email tbtcdvm@gmail.com
 Phone (Rep) _____
 Representative's printed name (if other than applicant) _____ Email (Rep) _____
 Representative Signature _____
 Signed, sealed and delivered in presence of _____ My commission expires: 10/22/2023
 Notary Public _____



* Titleholder _____ Phone _____
(titleholder's printed name)
 Address _____ Email _____
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
 Notary Public _____

Present Zoning District MU
 Acreage 2.324 Land Lot(s) 456 District(s) 4th Section(s) 3rd
 Location of Property: 314 East Main St. Cartersville, GA 30120
(street address, nearest intersections, etc.)
 Reason for Special Use Request: Reconfigure for use as an animal hospital and indoor kennel
(attach additional statement as necessary)

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

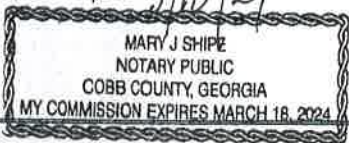
Application for Special Use
City of Cartersville

Case Number: SU 21-06
Date Received: 7-20-21

Public Hearing Dates:

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

Applicant Thomas B. Thompson Office Phone 770-544-0580
(printed name)
Address 3940 Paces Manor SE Mobile/ Other Phone *404-660-0079
City Atlanta State GA Zip 30339 Email tbedvm@gmail.com
Representative's printed name (if other than applicant) _____ Phone (Rep) _____
Email (Rep) _____
Representative Signature _____ Applicant Signature _____
Signed, sealed and delivered in presence of: _____ My commission expires: _____
Notary Public _____

* Titleholder Truist Bank Phone 404-813-2027
(titleholder's printed name)
Address 40 Corporate Red E St Email alan.mcnaabb@truist.com
303 Peachtree Center Ave.
Atlanta, GA 30303
Signature _____
Signed/sealed, delivered in presence of: _____ My commission expires: 3/18/24
Notary Public Mary J Shipe


Present Zoning District MU
Acreage 2.324 Land Lot(s) 456 District(s) 4th Section(s) 3rd
Location of Property: 314 East Main St. Cartersville, GA 30120
(street address, nearest intersections, etc.)
Reason for Special Use Request: Reconfigure for use as an animal hospital
and indoor kennel
(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: 7-19-2021

Date Two Years Prior to Application: 7-19-2019

Date Five Years Prior to Application: 7-19-2016

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

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

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

Thomas B. Thompson 7-19-21

Signature Date

Thomas B. Thompson

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: Animal hospital and indoor kennel

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

How Standard #1 has / will be met:

I expect no significant change to traffic flow.
I anticipate 10-12 client visits per hour in 3-5 years.

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

How Standard #2 has / will be met:

There are 67 existing parking spaces located in 3 separate lots to the north, east and west of building.

Standard #3: Protective screening.

How Standard #3 has / will be met:

None required.

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

How Standard #4 has / will be met:

Hours of operation - Monday - Friday 8AM to 6PM
Saturday 8AM to 4PM

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

No changes to existing.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

No changes to existing.

Standard #7: Compatibility with surrounding land use.

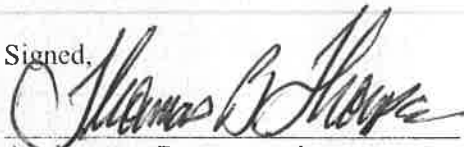
How Standard #7 has / will be met:

No compatability issues anticipated.

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

Not applicable

Signed.



Applicant or Representative

7-19-21

Date

Legend of Symbols & Abbreviations

1	Block	1	Water
2	Street	2	Drainage
3	Lot	3	Electric
4	Lot	4	Gas
5	Lot	5	Water
6	Lot	6	Sanitary
7	Lot	7	Storm
8	Lot	8	Water
9	Lot	9	Sanitary
10	Lot	10	Storm
11	Lot	11	Water
12	Lot	12	Sanitary
13	Lot	13	Storm
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16	Lot	16	Storm
17	Lot	17	Water
18	Lot	18	Sanitary
19	Lot	19	Storm
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40	Lot	40	Storm
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42	Lot	42	Sanitary
43	Lot	43	Storm
44	Lot	44	Water
45	Lot	45	Sanitary
46	Lot	46	Storm
47	Lot	47	Water
48	Lot	48	Sanitary
49	Lot	49	Storm
50	Lot	50	Water

Miscellaneous Notes

- MAN1 This block was platted in 1911 and is shown on the plat as being subdivided into lots.
- MAN2 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN3 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN4 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN5 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN6 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN7 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN8 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN9 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN10 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN11 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN12 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.
- MAN13 This plat was first recorded in 1911 and is shown on the plat as being subdivided into lots.

Statement of Encumbrances

- 1. There is no mortgage or other lien on this property.
- 2. There is no judgment or other lien on this property.
- 3. There is no other lien on this property.

Moreland Altabelli Associates, Inc.
 2775 Peachtree Road, N.W.
 Atlanta, Georgia 30307
 770-262-8845

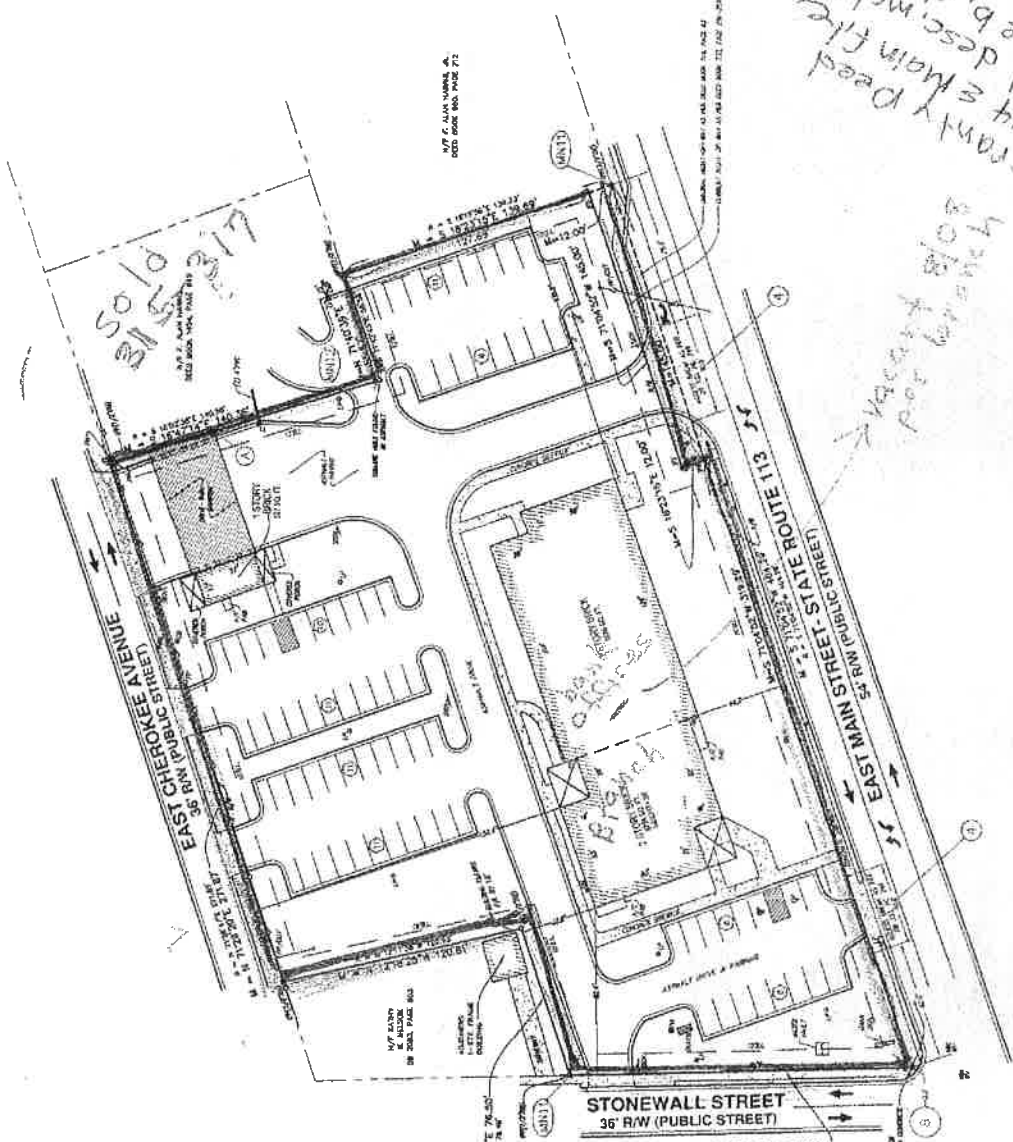


TOTAL AREA
 101,243 SQ. FT.
 2.324 ACRES

Book & Clark's National Surveyors Network
 National Coordinators of ALTA/ACSM Land Title Surveys
 517 North Center-Market Road
 Akron, Ohio 44333
 Phone: (800) 527-2222 ext. 200
 Fax: (330) 475-2005
 www.bookandclark.com



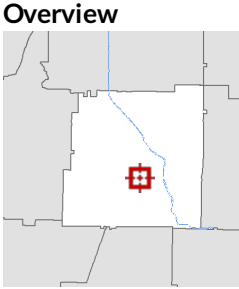
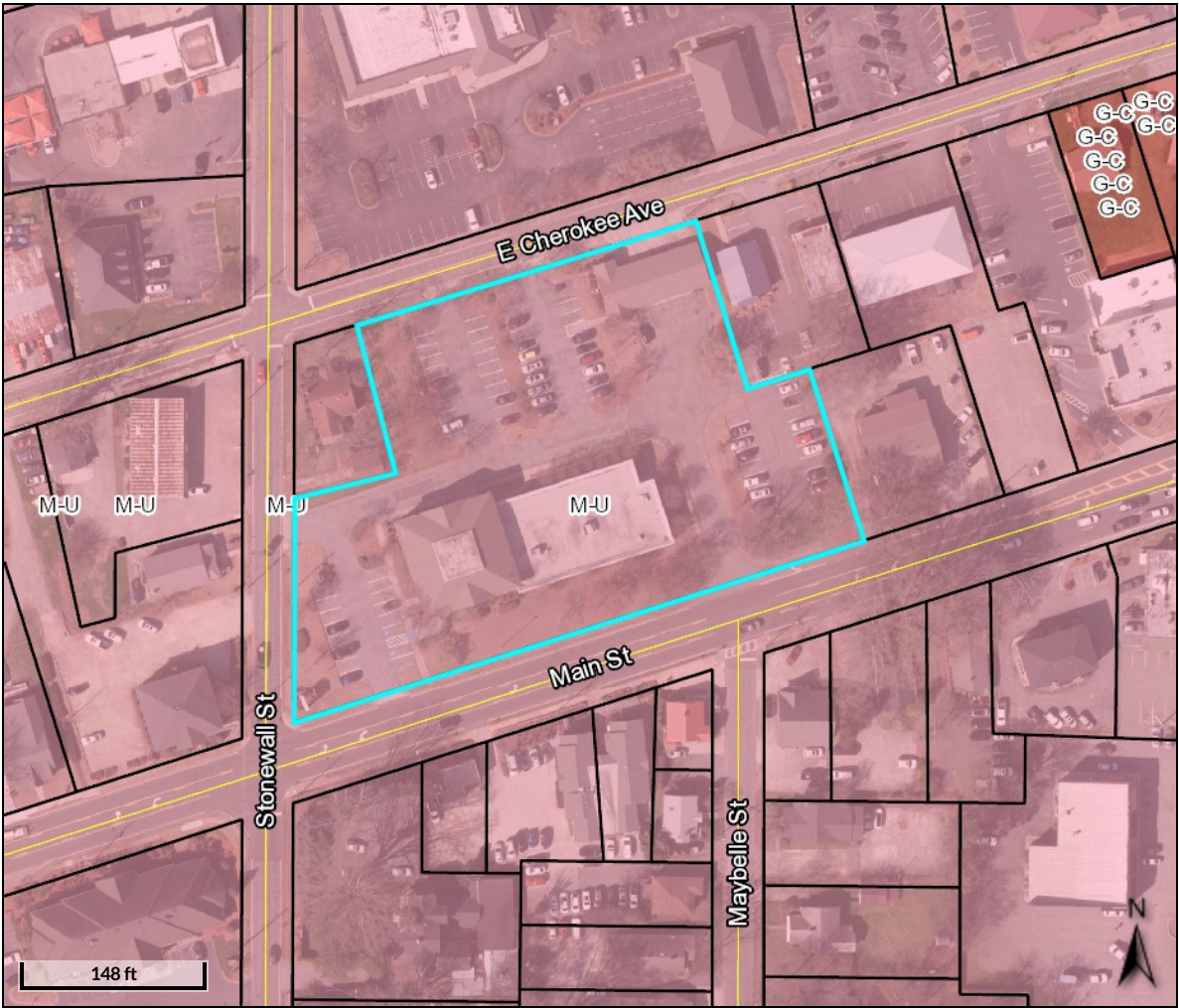
DATE SURVEYED
 10/1/01
 SHEET 1 of 2




































PLAT NOTES
 1. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE ALTA/ACSM STANDARD PRACTICE AND THE ALTA/ACSM STANDARD SPECIFICATIONS FOR SURVEYS.
 2. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE ALTA/ACSM STANDARD PRACTICE AND THE ALTA/ACSM STANDARD SPECIFICATIONS FOR SURVEYS.
 3. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE ALTA/ACSM STANDARD PRACTICE AND THE ALTA/ACSM STANDARD SPECIFICATIONS FOR SURVEYS.
 4. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE ALTA/ACSM STANDARD PRACTICE AND THE ALTA/ACSM STANDARD SPECIFICATIONS FOR SURVEYS.
 5. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE ALTA/ACSM STANDARD PRACTICE AND THE ALTA/ACSM STANDARD SPECIFICATIONS FOR SURVEYS.

Exhibit A





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

Parcel ID C001-0015-015
 Sec/Twp/Rng n/a
 Property Address 314 E MAIN ST

Alternate ID 31912
 Class Commercial
 Acreage 2.35

Owner Address FIRST NATIONAL BANK OF NORTH
 WEST GEORGIA
 C/O BB&T PROPERTY TAX DEPT
 P O BOX 167

Images Taken
8/18/2021

Item 4.









PLANNING COMMISSION ITEM SUMMARY

MEETING DATE:	September 7 th , 2021
SUBCATEGORY:	Special Use Permit
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU21-07. 402 MLK Jr. Dr.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests a Special Use permit to allow a Religious Institution (Church), at 402 MLK Jr. Dr. in Land Lot 337 of the 4th District, 3rd Section. The property is zoned M-U (Multiple Use) and contains approximately 1.6 acres.</p> <p>Staff recommends approval.</p>
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU21-07**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Nelcy Montoya**

Representative: **Nelcy Montoya**

Property Owner: **Tilley Properties**

Property Location: **402 MLK Drive**

Access to the Property: **MLK Drive**

Site Characteristics:

Tract Size: Acres: **1.6 +/- acres** District: **4th** Section: **3rd** LL: **387**

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

1. LAND USE INFORMATION

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

Proposed Zoning: **M-U (Multiple Use)**

Proposed Use: Religious Institution (**Church**).

Current Zoning of Adjacent Property:

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

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

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

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

The Future Development Map designates the subject property as: **Transitional Use Area**

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

2. City Department Comments:

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: Takes no exception.

Gas: Takes no exception.

Public Works: Takes no exception.

Water and Sewer: Takes no exception.

3. Public Comments:

No public comments received by Planning and Development as of 8-25-21.

4. Special Use Review

The property is located between Ford Street and Roosevelt Street, north of Martin Luther King Jr. Drive. There are three buildings on this parcel. This building is located at the southwest corner of the property. The applicant is requesting a special use permit for the building to be used as a small church. This use may be compatible with other uses along Martin Luther King Jr. Drive, as there is an existing church approximately two blocks east of this property that is also in the multiple use district.

This location is in the M-U (Multiple Use) zoning district. A religious institution requires a special use permit in the M-U district.

Parking should be sufficient. (53) spaces currently exist, including approximately (5) ADA spaces. Per Sec. 17.6.2, religious institutions must have one (1) space per four (4) fixed seats in the largest assembly room or area, or one (1) space for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room. The building is approximately 1842 SF and would require a minimum of approximately (37) spaces.

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).

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 (Staff analysis)

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 adjoining streets.

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

How Standard #2 has / will be met: Parking will remain the same as current configuration on the lot

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: Standard daytime hours including Sundays and occasional evenings.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Outdoor lighting will remain the same as the current configuration on the lot

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Martin Luther King Jr. Drive

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: The proposed use is expected to be compatible with adjacent land uses

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

16.4.12. Religious Institution.

B. *Standards:*

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with [section 4.17](#) of this chapter.

How standard has/ will be met: The property is located more than fifteen feet from a property located within a residential district. Martin Luther King Jr. Drive acts as a buffer between the two properties to the south.

2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed.

How standard has/ will be met: There will be no cemetery on the property.

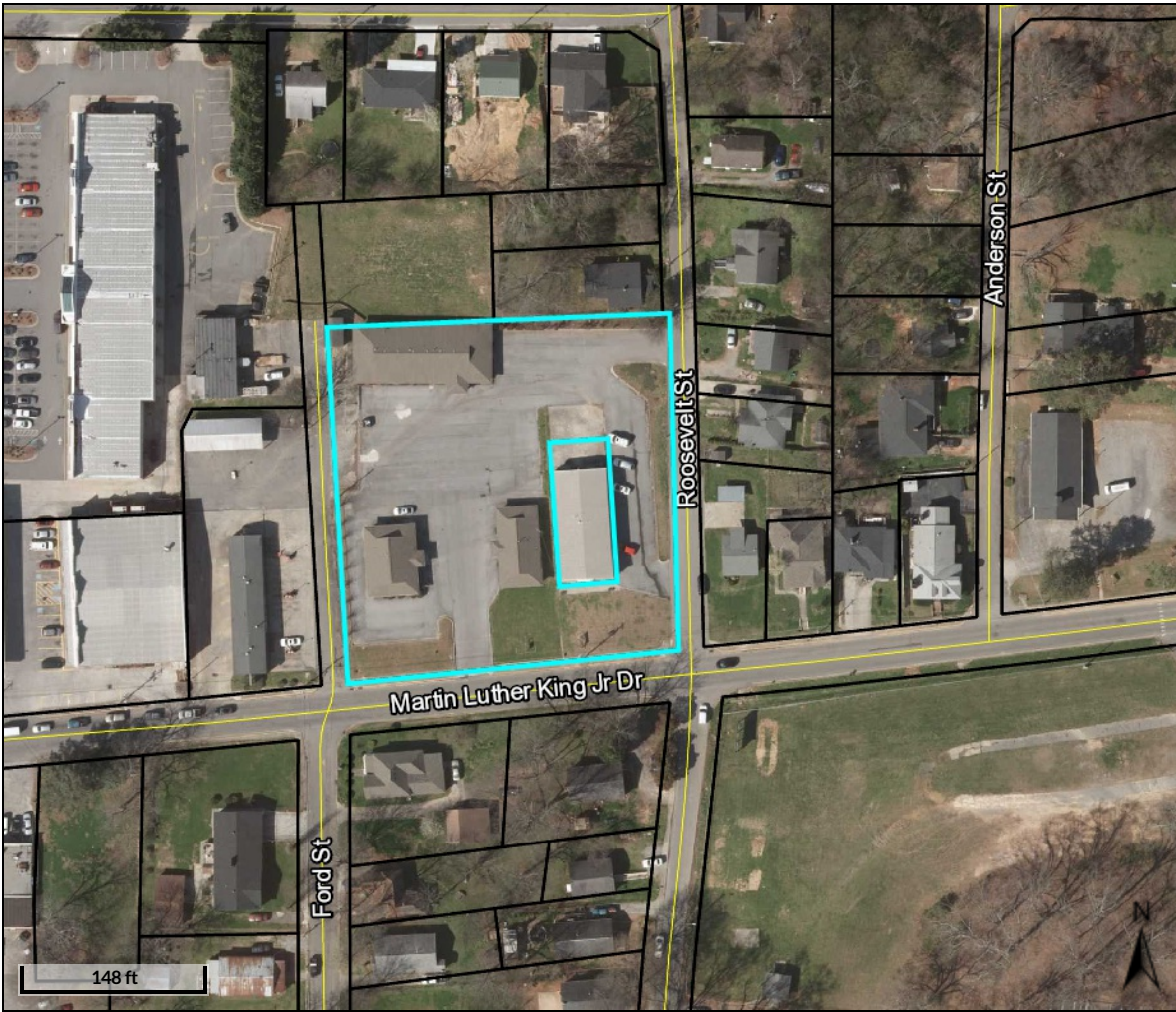
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent

noise. All measurements shall be taken at property lines. It is the intent of this section to regulate noise in a manner to prohibit it from exceeding levels of sound that could become a nuisance to adjacent property under Georgia law.

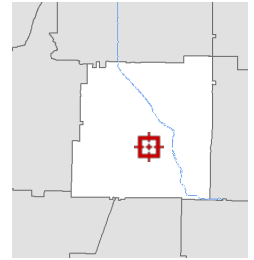
How standard has/ will be met: The decibel level shall not exceed seventy decibels.

8. **Staff Recommendation:** Staff recommends approval.

9. **Planning Commission Recommendation:**



Overview



Legend

-  Parcels
-  Roads

Parcel ID	C009-0006-007	Alternate ID	33231	Owner Address	TILLEY PROPERTIES INC
Sec/Twp/Rng	n/a	Class	Commercial		917 N TENNESSEE ST
Property Address	406 MARTIN LUTHER KING DR	Acreage	1.6		CARTERSVILLE, GA 30120-240
District	Cartersville				
Brief Tax Description	LL337 D4 LOTS 11-18 AND 24-25 WW PHILLIPS SUR				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 9/1/2021
 Last Data Uploaded: 8/31/2021 10:18:11 PM

Developed by 

Application for Special Use
City of Cartersville

Case Number: SU21-07
Date Received: 2-22-21

Item 5.

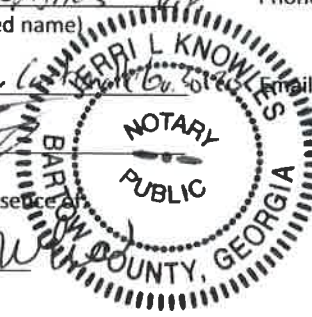
Public Hearing Dates:

Planning Commission 9/7/21 5:30pm 1st City Council 9/16/21 7:00pm at 9am 2nd City Council 10/7/21 7:00pm

Applicant NELCY MONTOYA Office Phone _____
 (printed name)
 Address 402 MLK drive Mobile/ Other Phone 678-683-0788
 City Cartersville State GA Zip 30120 Email nelcymontoya@ymail.com
 Representative's printed name (if other than applicant) _____
 Phone (Rep) _____
 Email (Rep) _____
 Representative Signature _____
 Applicant Signature Nelcy Montoya
 Signed, sealed and delivered in presence of: _____
Nancy B. Pollak My commission expires 22/22
 Notary Public



* Titleholder Tilley Properties ^{by LUTUS} Phone 770-386-0040
 (titleholder's printed name)
 Address 917 N. Tann St. Cartersville, GA Email guytattebellsouth.net
 Signature [Signature]
 Signed, sealed, delivered in presence of _____
Ferri L Knowles My commission expires: 02/28/22
 Notary Public



Present Zoning District M-U (multiple use) C009-0006-007
 Acreage 1.64- Land Lot(s) 337 District(s) 4th Section(s) 3rd
 Location of Property: (400) MLK @ Foto St.
 (street address, nearest intersections, etc.)
 * Reason for Special Use Request: A small church

 (attach additional statement as necessary)

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

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

How Standard #4 has / will be met: We will meet:
Wednesdays 7pm-10pm Fridays 7pm-10pm
Sundays 9am-12pm Sundays 1pm-4pm

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:
there are 2 existing outdoor lamps

Standard #6: Ingress and egress to the property.

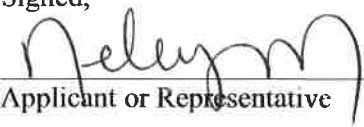
How Standard #6 has / will be met:
An existing building with driveway
access to MLK

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:
We're a small church and do not expect
any conflicts

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

Per 16.4.12 not applicable at this time

Signed,

Applicant or Representative

Date

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:

There will be minimal impact to traffic
we're a small church that will only meet
3 times a week.

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

How Standard #2 has / will be met:

Parking is available
handicap

Standard #3: Protective screening.

How Standard #3 has / will be met:

Existing building Non-needed

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: 7/22/21

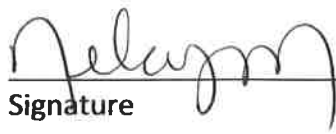
Date Two Years Prior to Application: 7/22/19

Date Five Years Prior to Application: 7/22/16

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

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

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


Signature _____ Date _____

NELCY MONTOYA
Print Name

10.4.12. *Religious institution.*

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

Item 5.

B. *Standards:*

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

LEASE

THIS LEASE, made and entered into in duplicate by and between Tilley Properties, Inc., a Georgia Corporation, of 917 North Tennessee Street, Cartersville, Georgia 30120, hereinafter called the Lessor, and the Nelsy Montoya, an individual, whose address is 4681 Logan Way, Acwoth, Georgia 30101, hereinafter called Lessee.

WITNESSETH:

The Lessor, for and in consideration of \$1 00 paid and of the covenants hereinafter contained and made on the part of the Lessee, hereby does demise and lease to the Lessee and Lessee does lease from the Lessor the "Premises", and improvements thereon known as 402 Martin Luther King, Jr. Drive, Cartersville, Georgia, as shown on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same for a "Term" of two (2) years which shall commence the first day of August, 2021 and ending on the thirty-first day of July 2023. Rental payments for the first year of the term shall be ONE THOUSAND TWO HUNDRED AND NO/100 (\$1,200.00) Dollars per month, due and payable in advance on the first day of every month. First and last month's rent due upon the execution of this lease.

In consideration of said demise and of the covenants and agreements contained hereinafter, it is covenanted and agreed by the parties hereto and shall be applicable during the term of this Lease or any extension or renewal thereof, and are mutually agreed upon and are as follows:

1. Throughout the term of this Lease, Lessee shall pay the rent provided for herein together with utilities, including electricity, gas, water, telephone service, garbage and refuse removal and other utility charges relating to the Premises and to the Leased Building. It shall be the responsibility of the Lessee to assure that all utilities are properly metered.

2. Lessee covenants and agrees that it will comply with all laws, ordinances, rules and regulations and requirements of any governmental authority respecting the conduct of its business upon the Premises. Lessee shall use the Premises for Church Services. Lessee shall pay all taxes levied upon the personal property of the Lessee situated upon the Premises and shall pay all other governmental fees and charges applicable by reason of Lessee's use and occupancy of said Premises. Lessor shall pay when due all ad valorem taxes levied against the demised real estate and improvements situated thereon.

3. Lessee agrees to pay Lessor rental promptly on the first day of each month in advance. The prompt payment of rent and faithful observance of the terms and conditions of this Lease by the parties are the conditions upon which this Lease is made and accepted. Lessee agrees to pay 10% of the monthly rental as additional rental if payment is not received by Lessor by the 5th of the month. A failure on the part of the Lessee to comply with this material term of said Lease shall at the option of the Lessor work as a forfeiture of this contract and thereupon the Lessor, its agents or attorneys shall have the right to possession of said Premises and agrees that upon a violation of said material

term of this Lease, said Lessor, its agents or attorney, may immediately re-center said Premises and immediately dispossess Lessee.

4. If the Lessee shall abandon or vacate said Premises before the end of the Term of this Lease, or if Lessee shall allow the rent to be in arrears more than five (5) days after receipt of written notice of such fact, and has not cured such default within said five (5) days, or if Lessee shall remain in default under any other condition of this Lease for a period of ten (10) days after written notice from Lessor, and has not cured in a reasonable manner within said ten (10) days, the Lessor may, at its option, forthwith cancel this Lease and have immediate possession of the Premises. Lessee shall at all times have under this Lease the right to quiet enjoyment and possession of the Premises. If this Lease is enforced or rent or additional rent collected by and through an Attorney at Law, then Lessee agrees to pay all suit fees.

All rights and remedies of Lessor under this Lease shall be cumulative and none shall exclude any other right or remedy of law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

5. If the Lessee shall become insolvent, or if bankruptcy proceedings shall be begun by or against the Lessee before the end of said Term, the Lessor, subject to Lessee's rights under the Bankruptcy Code, is hereby irrevocable authorized, at its option to forthwith cancel this Lease as and for default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of this occupancy with their fiduciary capacity without affecting Lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have the right title or interest in or to the above-described property by virtue of this contract.

6. If at any time after the execution of this Lease, it shall become necessary for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving same, deposited in registered or certified United States Mail, return receipt request, postage paid, addressed to the Lessor or Lessee at the address heretofore set forth any notice so mailed shall be deemed to have been given as of the time the same is received by the recipient party.

7. Lessee agrees to maintain in full force during the term hereof a policy of public liability insurance. Such policy shall be non-cancellable with respect to Lessor and Lessor's said designees except upon thirty (30) days written notice to Lessor. A duplicate thereof shall be delivered to Lessor annually. The minimum limits of (\$500,000.00) for injury (or death) to any one person, (\$500,000.00) to more than one person, and (\$500,000.00) for property damage or a (\$1,000,000.00) combined single limit. Lessor is to be named as an additional insured. The parties agree that Lessee is to maintain its own insurance on its fixtures and equipment and save harmless Lessor from and against any and all claims, suits, actions, damages and causes of action, arising during the term of this Lease, or any extension hereof, for any personal injury, loss of life or damage to property sustained in or about the lease premises or any action or omission of any party for whom Lessee is legally responsible. Lessee expressly covenants not to sue Lessor for any such loss, cost or damage or any reason whatsoever. All personal property placed upon the Premises shall be at the risk of the Lessee, and Lessor shall not be liable for damages to said personal property resulting from any cause.

8. The Lessor shall also pay for fire and extended coverage hazards insurance covering the structure located on the Premises as its interest may appear. In the event of a fire or other damage or destruction to the structure on the Premises, Lessee shall immediately give notice to Lessor who shall thereupon cause the damage to be repaired immediately; rent for the Premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of Lessee's business. If the repairs cannot be made within sixty (60) days of such partial damage or destruction, Lessor has the option to make them within a reasonable amount of time; either party hereto has the option to terminate this Lease. No rent, however, shall be paid by Lessee where the Building is damaged, destroyed or otherwise unfit for occupancy. Lessee warrants that it will, at its own expense, comply with any and all governmental fire codes, including but not limited to providing the required number of fire extinguishers and charging them on a timely annual basis.

9. Lessee agrees not to assign this Lease or sublease the lease premises without first obtaining Lessor's written consent.

10. The Lessor, or its designated agent(s), shall have the right with reasonable advance notice to Lessee, to enter said premises during reasonable hours to examine the same or in consultation with lessee to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof.

11. Lessee shall maintain the property and the improvements situated thereon. Lessee agrees, during the term of this Lease to maintain and keep the exterior of the building situated upon the leased Premises and the Lessee shall at its own expense provide such maintenance and make all repairs to the Premises including the interior of said buildings, plumbing, heating and electrical systems, not to exceed \$300.00 per repair. Lessor is responsible for all repairs in excess of \$300.00. However, all repairs in excess of \$300.00 have to be approved in writing by the Lessor. Lessee shall maintain the outside of the building and the grounds surrounding same including but not limited to landscape maintenance. Lessee shall be responsible for all repairs to any

installations or improvements made by Lessee. Lessor shall not be required to repair any damage done or waste committed upon said Premises by the Lessee, its agents or invitees or guests. Lessee shall strictly prohibit loitering. All persons are strictly prohibited from staying overnight in the building or on the premises. Lessee agrees at the end of the term of this Lease to deliver up the demised premises in good order and condition, natural wear and tear under normal conditions and damage by fire not be result of Lessee's negligence, gross negligence or willful misconduct is accepted by the Lessor, additions and improvements, except trade and removal fixtures, put in at the expense of the Lessee, which Lessor acknowledges Lessee may have to do from time to time, shall be the property of the Lessor and shall remain upon and be surrendered with the leased premises as part thereof in their then current condition unless otherwise directed Lessor.

12. Lessee shall have the right at any time to remove any and all fixtures and other personal property belonging to Lessee. If, in removing any such personal property, the Premises is damaged, it shall be an obligation of the Lessee to promptly repair such damage. Any such fixtures or personal property left in the Premises at the termination of this Lease, from whatever cause, are surrendered by Lessee, and Lessor may dispose of the property in any manner it sees fit at Lessee's sole expense.

13. Upon the expiration of the Term or any extended term hereof or earlier termination of this Lease as to all of the Premises, the Lessee shall peaceably and quietly leave, yield up or surrender to Lessor possession of the Premises and additions made by the Lessee, together with all improvements thereon, free from occupants. If Lessee is in possession of the Premises after the termination of the Lease, with Lessor's acquiescence, Lessee shall be a tenant at will upon the same terms and conditions of the then expired term. Lessee shall vacate the Premises upon a thirty (30) day written notice from Lessor and this Lease shall not otherwise renew by operation of law.

14. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose herein leased, be condemned by a legally constituted authority for any public authorities, and rental shall be accounted for as between Lessor and Lessee as of said date. Such termination, however, shall be without prejudice to the right of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor.

15. Lessor warrants that this leasehold is good and marketable free and clear of all liens and encumbrances, and based upon a good and marketable fee title and free and clear record title.

16. Beth L. Tilley is a licensed Real Estate Broker in the State of Georgia and is a party to this Lease agreement. No other agent or broker is involved in this transaction and in no event shall Lessor be liable for any other agent or brokerage commission, charge or fee.

17. Lessor may card the premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease. Lessor may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Lessor under the terms hereof.

18. Lessee shall have the right to install and maintain, and from time to time change the appearance of exterior signage on the Premises provided the same does not interfere with the structural integrity of the Premises. Lessee shall comply with all governmental regulations relating thereto.

19. Lessee covenants and agrees, at its sole cost and expense, to indemnify, defend and hold Lessor harmless, from and against all liens, loss, cost damage or liability caused by the release of hazardous materials, the violation of any environmental laws, or any remediation made necessary by Lessee's use and occupancy of the Premises. This indemnity shall survive the termination of this lease. As used in this Lease, the term "Hazardous Materials, means any hazardous or toxic substances, materials or wastes, including but not limited to, those substances, materials and wastes list in the United States Department of Transportation Hazardous Materials Table (49 DFR 172.101) or by the environmental Protection Agency as hazardous substances (40 DFFR Part 302); Hazardous Chemicals as defined in the OSHA Hazard Communication Standard; Hazardous Substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. &2601-2671; and amendments to all such laws and regulations thereto, or such substances, materials and wastes which are to become regulated under any applicable local, state or federal law.

20. If Lessee shall fail to make any payment to any third party or perform any act on Lessee's part required to be made or performed as provided in this Lease, Lessor may, but shall not be

obligated to, pay any such imposition, effect any insurance coverage and pay premiums, make such other payments, or perform any such act on the part of Lessee required to be made and performed as provided in this Lease, and Lessor shall be entitled to reimbursement therefore by Lessee as additional rent. Provided, however, that none of the above shall be paid or performed by Lessor without written notice having been submitted to Lessee, and Lessee, within ten (10) days of receipt hereof, shall not have commenced to perform or pay, as the case may be, such obligation.

21. The failure of either party to this Lease to insist upon the performance of any of the terms and conditions of this Lease, or the waiver of any breach of any of the terms and conditions of this Lease, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect if no such forbearance or waiver had occurred.

22. This Lease is governed by the laws of the State of Georgia.

23. This Lease shall create the relationship of Lessor and Lessee between the parties hereto; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.

24. "Lessor" as used in this Lease shall include the first party, its heirs, representatives, assigns and successors in title to Premises. "Lessee" shall include the second party, its heirs, representatives, assigns and successors. "Lessor" and "Lessee" include male, female, singular, plural, corporation, partnership or individual, as may fit the particular parties.

This lease contains the entire agreement of the parties and no representation, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have set their hand and affixed their seals, induplicate, this the 21 day of July, 2021.

Signed, sealed and delivered in the presence of:

[Handwritten Signature]
Witness

[Handwritten Signature]
Notary Public Commission Expiration: 

LESSOR:
TILLEY PROPERTIES, INC. (Seal)

[Handwritten Signature]
Beth L. Tilley, President

Signed, sealed and delivered in the presence of:

[Handwritten Signature]
Witness

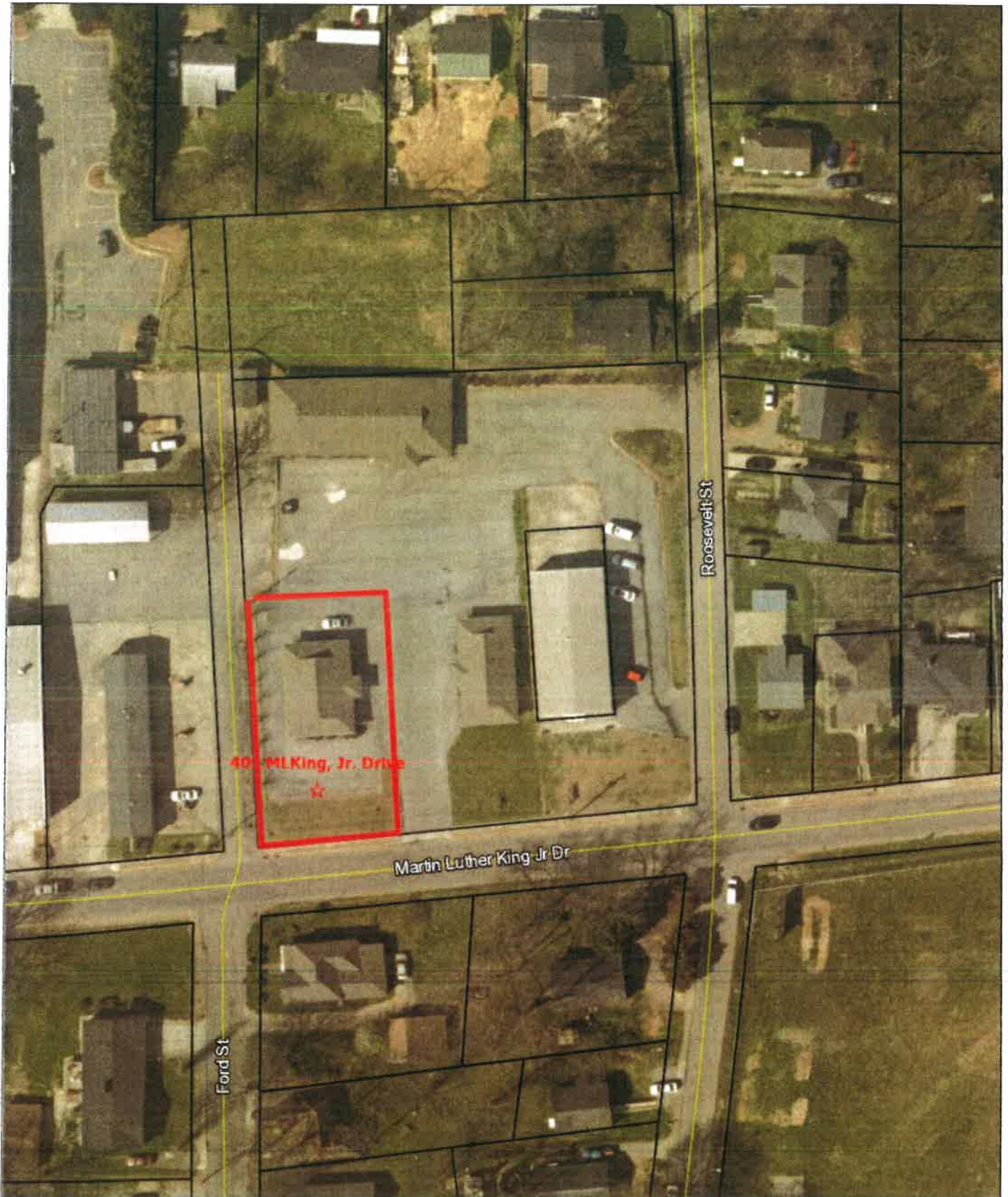
[Handwritten Signature]
Notary Public Commission Expiration: 

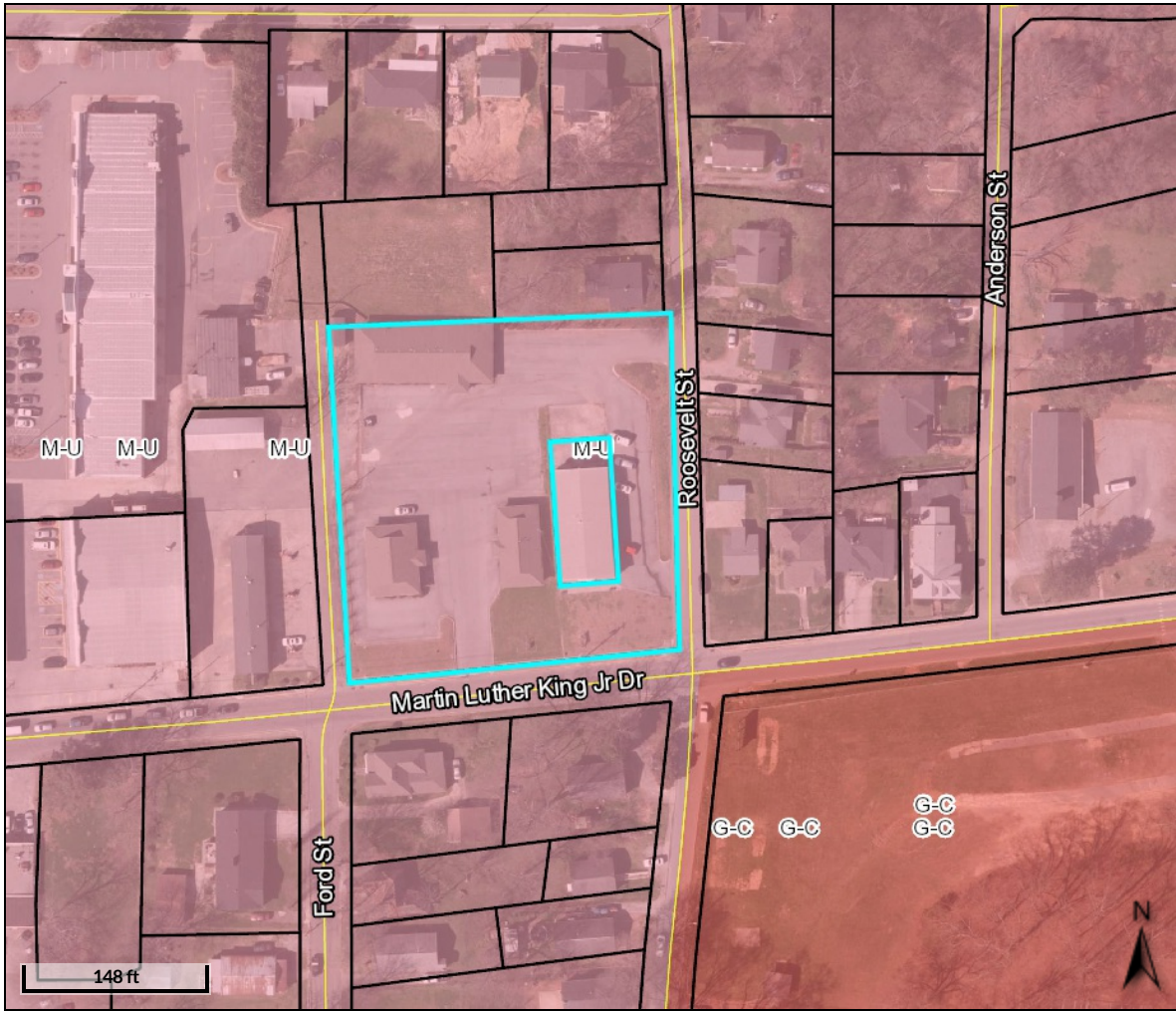
LESSEE: *[Handwritten Signature]*

NELSY C. MONTOYA

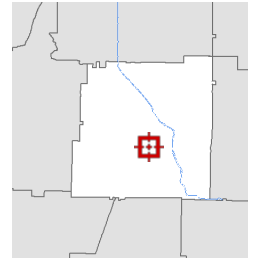
EXHIBIT "A"

402 Martin Luther King, Jr. Drive, Cartersville, Georgia





Overview



Legend

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

Parcel ID C009-0006-007
 Sec/Twp/Rng n/a
 Property Address 406 MARTIN LUTHER KING DR
 District Cartersville

Alternate ID 33231
 Class Commercial
 Acreage 1.6

Owner Address TILLEY PROPERTIES INC
 917 N TENNESSEE ST
 CARTERSVILLE, GA 30120-240

Images taken
8/18/2021

Item 5.





