CARTERSVILLE
CITY COUNCIL MEETING

Council Chambers, Third Floor of City Hall
Thursday, March 04, 2021 at 7:00 PM

AGENDA

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

CITY MANAGER:
Dan Porta

CITY ATTORNEY:
David Archer

CITY CLERK:
Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. February 18, 2021

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

2. AZ21-01: 24 Royal Lake Cove

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

SECOND READING OF ORDINANCES

4. Impound Fees

APPOINTMENT

5. Appointment of DDA Board Member

RESOLUTION

6. Resolution for Creation of Festival Zone

ENGINEERING SERVICES

7. Quiet Zone Consultant

CONTRACTS/AGREEMENTS

8. GA Power Encroachment Agreement Cassville-White Road SP-21-001

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

10. Advanced Metering Program Task Order 1.2A

BID AWARD/PURCHASES

11. Motorola Radio Quarterly Invoice

12. New World 2021 Maintenance

13. Goodyear Clubhouse Project Manager Agreement

14. Kenworth Road Tractor Repair

15. WPCP Secondary Screw Lift Pump Bearing Replacement

TABLED ITEMS

16. AZ20-04 175 E. Main St.

17. Z20-03 175 E. Main St.

ADJOURNMENT

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

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

CITY COUNCIL ITEM SUMMARY

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

City Council Meeting
10 N. Public Square
February 18, 2021
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

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

Mayor Santini closed Work Session at 6:26 P.M.

OPENING MEETING

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

Council Member Cooley remembers Bob Jones and held a moment of silence in honor of Mr. Jones.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Fox.

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 Keith Lovell, Assistant City Attorney.

Mayor Santini expressed the magnitude of the City's loss with the passing of our Water Department Head, Bob Jones. Furthermore, he stated that we, as a community, mourn the loss of our friend and co-worker.

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. February 4, 2021 Council Meeting Minutes

A motion to approve the February 4, 2021 Council Meeting Minutes was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0

COMMENDATION/RECOGNITION

2. Georgia Exceptional Main Street (GEMS) Designation

Lillie Read, Downtown Development Authority Director, stated in November of 2020, GA Main Street invited the DDA to apply for GEMS designation, which is the highest accreditation a Main Street program in Georgia can achieve. We submitted our application on January 15, gave a two-hour presentation to the state office on February 3, and received our designation on February 10. This designation is good for 3 years, at which point we will reapply as part of our annual accreditation. Fewer than 15% of GA Main Street communities have achieved this designation.

Jessica Reynolds, Georgia Department of Community Affairs, attended via Zoom to explain the prestige of the GEMS Award.

Dan Porta, City Manager, thanked Ms. Read for her hard work and constant dedication to the City of Cartersville and the Downtown Development Authority.

PUBLIC HEARING – 1ST READING OF ZONING/ANNEXATION REQUESTS

3. AZ21-01: 24 Royal Lake Cove

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

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

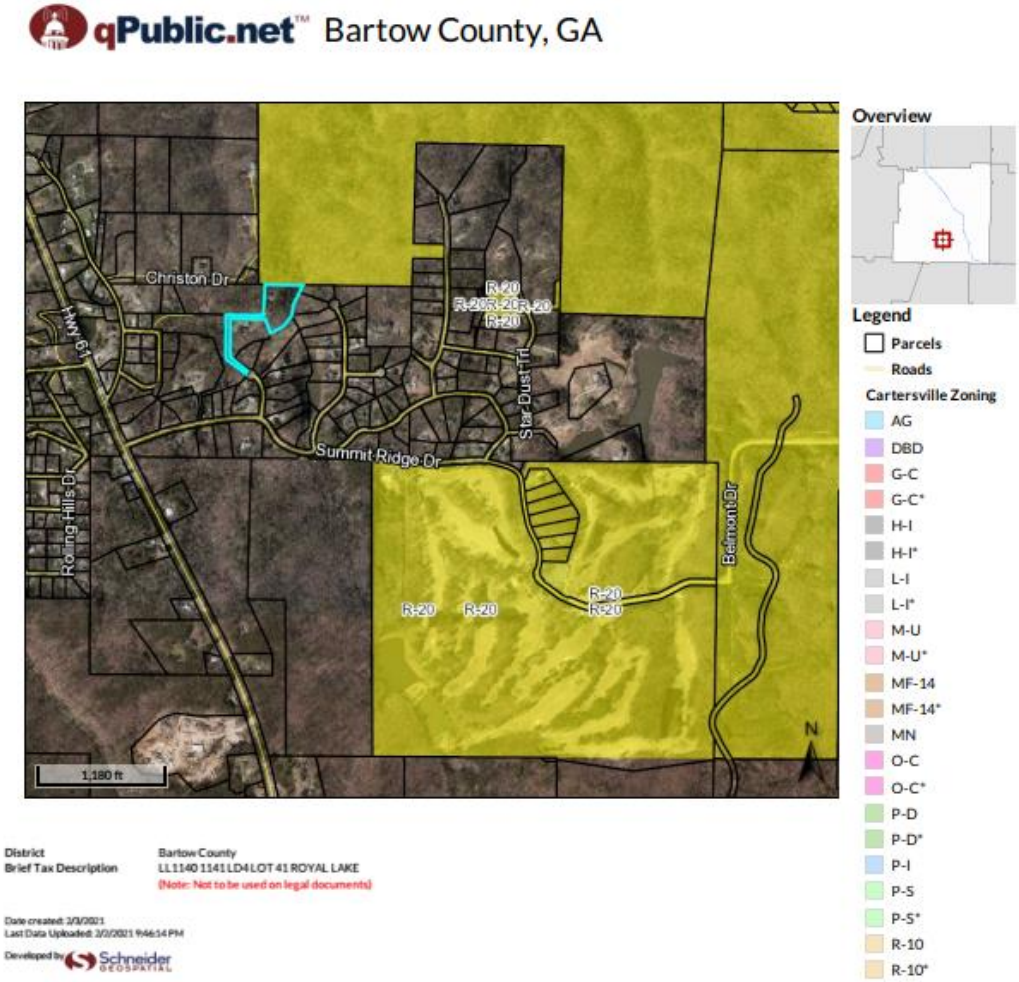
Chad Hullander, 6 Royal Lake Cove, came forward to speak for the rezoning. He stated that he would be willing to sign a waiver to release his rights to city services.

Mayor Santini asked Keith Lovell, Assistant City Attorney, if waivers were customary in cases like this. Mr. Lovell explained they are not customary. As property owners change, the validity of the waiver is easily fought to become null and void. In addition, all City residents are required to pay for trash services, which Mr. Hullander stated he did not need. If approved, Mr. Hullander would be charged for City garbage services whether they are utilized or not.

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

Mayor Santini opened the public hearing for the annexation portion of AZ21-01. With no one present to come forward, the public hearing was closed.

This is a first reading. No vote was made.



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

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

There are nine lots on Royal Lake Cove. Seven of nine lots are developed with single family homes. Three lots are owned by the applicant. All lots are currently in unincorporated Bartow County. The owner wishes to annex into the city for the school system. County water and Greystone Power currently serve the properties. Planning Commission recommended denial.

Public hearing open for the Zoning portion of AZ21-02. Mr. Hullander stated

that his remarks for AZ21-01 are the same for AZ21-02.

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

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

This was a first reading. No vote is required.

CONTRACTS/AGREEMENTS

5. Commercial Front Loader Lease

Tommy Sanders, Public Works Department Head, stated that Solid Waste would like to renew the lease agreement with RDK Truck Sales with financing provided by Leasing 2, Inc. This proposal would provide a new commercial front loader garbage truck on a 13-month lease term for $6,346.00 per month with a balloon payment option on the end. RDK guarantees buyback of the truck by paying the balloon payment if we decide not to purchase the truck.

The benefits of this proposal is we keep a truck that is less than one year old to reduce maintenance costs, reduce workload of garage, and reduce downtime. We are seeking permission for the Mayor to sign all related documents including but not limited to proposal, application, and agreement.

This is a budgeted item.

A motion was made to approve the Commercial Front Loader Lease by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

BID AWARD/PURCHASES

6. 2022 Aerial Tower Truck – 100 ft

Scott Carter, Fire Chief, stated that the request for approval to purchase a new 2022 Tower truck. This is a budgeted item. It was approved by our voters and will be funded through the 2020 S.P.L.O.S.T. As previously reported to Mayor and Council, National Fire Protection Standards (NFPA) state that an emergency Fire Apparatus has a specific life expectancy for safety. Our current 2004 model tower is increasingly becoming more expensive to keep up as a front-line emergency apparatus. Within the last two budget cycles, we have spent $66,340.83 in repairs. We have at least 12 occasions where the 2004 tower has been out of service and we have had to place our reserve on line for emergency service. That truck is a 1994 ladder and it simply will not hold up to an

increased work load. From your direction in the 2020 visioning session, we worked to design a new tower that will meet the needs of our citizen for decades. This design was priced through a bidding process using a purchasing consortium to insure competitive pricing. Attached you will find a purchasing Memo from Ten-8 fire apparatus. Please note that in this memo it references a price increase effective February 1, 2021 of 3%. We requested and received an extension until March 1, 2021. This has saved us an additional $40,304.19. We are respectfully requesting approval to pre-pay for this apparatus. By pre-paying, we will reduce the price by $50,951.00. We will have written performance and associated construction guarantees. Once the order is made, 13 to 15 months delivery time is expected. Approval was requested for the Mayor to sign all documents for this order and a purchase order be approved for $1,292,522.00.

A motion to approve the 2022 Aerial Tower Truck and to access S.P.L.O.S.T. funds was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0

7. Travelers Insurance & Vehicle Repair Invoices

Dan Porta, City Manager, stated a city vehicle was involved in an accident in November 2020 and we have received an invoice from Matthews Garage in the amount of $8,464.51. The city is responsible for $1,000 of this amount which is our deductible. Travelers Insurance has also submitted an invoice for the other party's vehicle damage ($10,906.32) and another accident ($323.50). The city is responsible for this total invoice amount of $11,229.82. These expenditures are budgeted in the Property and Casualty Insurance Fund and are recommended for your approval

A motion to approve the Travelers Insurance & Vehicle Repair Invoices was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

8. Sandblast, Prime & Paint for the Transco Delivery Point and Browns Farm Road

Michael Hill, Gas Department Head, stated both the Transco Delivery Point regulator station and the Browns Farm Road regulator station have to be sandblasted, primed and painted. We requested bids from three companies. Southeastern Natural Gas Services is the only company that provided us with a bid. We tried to follow up with the other companies to no avail. Southeastern Natural Gas Services has performed satisfactory work of a similar scope for us in the past. This bid includes sandblasting, priming, painting, all labor, equipment and materials. The total cost is $14,500.00 and this is a budgeted item.

A motion to approve the Sandblast, Prime & Paint for the Transco Delivery Point and Browns Farm Road Regulator Stations was made by Council Member

Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

9. Kenworth Road Tractor Repair

Mr. Porta stated the Water Pollution Control Plant utilizes a 1999 Kenworth road tractor to transport biosolids from the plant for final disposal to land application sites.

On 2/4/2021 it was discovered that engine coolant had leaked into the engine oil. After consultation with the City garage, the truck was towed to Taylor Truck & Equipment, Inc. for a diagnostic and repair estimate. It was determined to have a cracked cylinder head. The repair estimate for the cracked cylinder head is $9,474.44.

It was requested for approval for a not-to-exceed cost of $10,000, and will be paid from account # 505-3330-52-2360.

A motion to approve the Kenworth Road Tractor Repair was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

10. Directional Bore Cost

John Dooley, Assistant Electric Department Director, stated the Electric Department needs to hire a directional drilling contractor to bore across the parking lot at Aquafil. This will enable us to get a feed to a new transformer that will serve their upcoming expansion. The option would be to cut up their parking lot and dig a trench to install the underground primary. This takes a lot longer, costs more, and would be a huge inconvenience to the customer while the truck access and already insufficient employee parking would be blocked or limited, as well.

The Electric Department obtained a quote from their contractor, Southeastern Gas, to do the work. The amount is $8,290.00. They are requesting an approved cost not to exceed $8,800 in case there is an obstacle that requires them to take a slightly different path, and the length is increased slightly. This amount is budgeted.

A motion to approve the Directional Bore Cost was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0

ADDED ITEMS

A motion was made to add three items to the agenda by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0

11. West Avenue Estates Easement Agreement

Mr. Lovell stated this agreement between the City of Cartersville and Hugh and Angela McClain would allow access to the West Avenue Estates Easement to install Water services.

A motion was made to approve the Easement Agreement by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

12. Deed Dedication

Mr. Lovell stated this dedication is with Starlight Homes on Grassdale Road and recommends Council approval.

A motion was made to approve the Deed Dedication by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously.
Vote: 6-0

13. Ordinance Amendment: Impound Fees

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

Ordinance no. 07-21

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

1.

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

(a) *Return of animals-at-large.* If the name of the owner of an animal found at large is known or can be obtained with reasonable dispatch, and there are no other violations of this chapter, the animal control officer shall return the animal to the residential address of the owner. If there is no one present, the officer shall impound the animal and leave written notice of whom the owner must contact to reclaim the animal. The owner shall be cited for violation of this chapter.

(b) *Return of animals with violations.* If an animal is impounded for a violation, and the procedure for return is not otherwise specified in this chapter, or a hearing is not otherwise requested or required, the animal shall be returned once all fees for the violation and impoundment are paid, and the conditions necessitating the impoundment have been cured or corrected, if applicable.

(c) *Impoundment fees.* An owner reclaiming an impounded animal shall pay a fifty-dollar ($50.00) impoundment fee plus a fee of fifteen dollars ($15.00) for each day the animal is impounded as a boarding fee if impounded at the shelter or their shelter's then-current fees (or the actual costs of impoundment if impounded off-site), and the actual veterinary costs for care of the animal.

(d) *Second impoundment.* An owner reclaiming an impounded animal for a second impoundment within one (1) year shall pay a one-hundred-dollar ($100.00) impoundment fee, plus a fee of fifteen dollars ($15.00) for each day the animal is impounded as a boarding fee or the shelter's then-current fees (or the actual costs of impoundment if impounded off-site), plus any actual veterinary costs for care of the animal.

(e) *Third and subsequent impoundment.* An owner reclaiming an impounded animal for a third or subsequent impoundment within one (1) year shall pay a one hundred and fifty-dollar ($150.00) impoundment fee, plus a fee of fifteen dollars ($15.00) for each day the animal is impounded as a boarding fee or the shelter's then-current fees (or the actual costs of impoundment if impounded off-site), plus any actual veterinary costs for care of the animal.

2.

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

3.

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

BE IT AND IT IS HEREBY ORDAINED.

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

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

This is a first reading and no vote is required.

MONTHLY FINANCIAL REPORT

14. December 2020 Financial Report

Tom Rhinehart, Finance Director, came forward to explain the December 2020 Financial Report and to compare the numbers to December 2019.

TABLED ITEMS

1. AZ20-04 175 E. Main Street
2. Z20-03 175 E. Main Street

The two tabled items will remain tabled until the March 4, 2021 City Council Meeting.

A motion to adjourn the meeting was made by Council Member Cooley and needed no second. Motion carried unanimously. Vote: 6-0

Meeting Adjourned at 7:46PM

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ21-01: 24 Royal Lake Cove
DEPARTMENT SUMMARY RECOMMENDATION:	The applicant is requesting to be annexed into the City limits of Cartersville. This application is in association with annexation application AZ21-02 for properties located at 16,18 and 20 Royal Lake Cove. There are nine lots on Royal Lake Cove. Seven of nine lots are developed with single family homes. Two lots are owned by the applicant. All lots are currently in unincorporated Bartow County. County water and Greystone Power currently serve the property. Planning Commission recommended denial.
LEGAL:	N/A

ZONING & ANNEXATION SUMMARY

Petition Number(s): AZ21-01

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Lewis and Sanya Hauck

Representative: Chad Hullander

Location: 24 Royal Lake Cove

Total Acreage: 3.108 acres

LAND USE INFORMATION

Current Zoning: County R-1 (Residential)

Proposed Zoning: R-20 (Residential)

Proposed Use: Residential

Current Zoning of Adjacent Property:

North: City R-20 (Residential) and County R-1 (Residential)
South: County R-1 (Residential)
East: County R-1 (Residential)
West: County A-1 and R-1 (Residential)

For All Tracts:

District: 4th **Section**: 3rd **LL(S)**: 1140-1141

The Future Development Plan designates the subject property as: Neo-traditional Residential nearest city properties)

The Future Land Use Map designates adjacent or nearby city properties as: Low Density Residential (current County future land use map category)

ANALYSIS

City Departments Reviews

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: Cartersville Fire Department has the following concern for the annexation: A fire flow of the closest fire hydrant cannot be confirmed. CFD does not have records of the closest fire hydrant since it is a BCWD facility. I contacted BCFD to see if they have any records for the area and they did not. BCFD contacted BCWD to see if they had any records and they did not.

A flow test will be needed to confirm how much firefighting water is available before comments can be issued from Cartersville Fire Department. Cartersville Development Regulations Section 7.5-123 (2) (b) 5. States that a minimum water demand of 1000 GPM for 30 minutes at a minimum residual of 20 PSI is available for firefighting purposes.

Gas: Takes no exception.

Public Works: Public Works concurs with Mr. Olson's concern regarding the idea of providing city services to distant locations such the as the areas shown in annexation cases AZ21-01 and AZ21-02. Along with the public safety and school bus concern, there is a burden to supply solid waste services to these addresses, which are not close to other city customers. Our solid waste trucks would have to travel the routes described by Mr. Olson, one of which is still a private street. Service to just a few isolated customers such as this provides a strain to solid waste truck routes, timing, and additional wear and tear on vehicles.

In addition to the concern of city services being provided to the area, it should be noted that there is local floodplain on some of the properties in case AZ21-02. Therefore, our floodplain inventory will increase and will need to be updated to reflect this additional floodplain with our CRS (Community Rating System). Also, once annexed, all residential addresses would incur a monthly stormwater utility fee.

Water and Sewer: This property is located in the Bartow County Water Department's water service area. Contact the Bartow County Water Department for comments regarding water service to the property involved in this annexation request. Sewer service to this property is provided by septic tank.

Cartersville School District: After driving this area with our Director of Facilities, Maintenance, and Safety (who oversees Transportation), our concern is twofold: a) transportation and b) the continuation of requests. Currently, our bus that picks up in the Carter Grove subdivision turns around in the residential area of that subdivision. We do not drive down Summit Ridge Drive towards Highway 61 nor do we service that far down on Highway 61 (where Summit Ridge Drive connects with Highway 61). Also, will other properties begin to ask for annexation after this? If so, that is a concern for us because of the capacity issues at our schools. We are working on addressing these capacity issues at our schools, but we are still looking at approximately 2 years before the answer to these issues is completed.

Public Comments: None. As of 2-2-21.

Bartow County Comments: Plotting these annexations out on the map leads to a couple of concerns (see attached). First, Mr. and Ms. Hauck don't seem to be annexing their other property at 22 Royal Lake Cove and that basically leaves pretty much an unincorporated island. The driveway to the home they want to annex at 24 Royal Lake Cove doesn't appear to follow the property but crosses right through 22. That seems a public safety nightmare.

That's the other concern. This little pod of city will only be accessible with a long drive out Old Alabama and south on Hwy 61, or else coming through Carter Grove and the golf course. The City really want to start providing police service and school bus service way out here? It doesn't seem logical or coherent to start piecemeal annexing property out here. Once these go in, several of the homes on Royal Lake Drive would be contiguous and then we could start getting a gap-toothed neighborhood down here, with some in and some out of the city. I would think it would make more sense for the city to tell folks that they need to persuade the whole neighborhood (or at least use the 60% method to take the whole neighborhood). When I say "gap-toothed" I mean areas like Magnolia Drive or the Jones Mill/Grassdale Road neighborhoods. I would think we would want to get away from more of this.

REQUEST SUMMARY:

The applicant is requesting to be annexed into the City limits of Cartersville. This application is in association with annexation application AZ21-02 for properties located at 16,18 and 20 Royal Lake Cove.

There are nine lots on Royal Lake Cove. Seven of nine lots are developed with single family homes. Two lots are owned by the applicant. All lots are currently in unincorporated Bartow County. County water and Greystone Power currently serve the property.

STANDARDS FOR EXERCISE OF ZONING POWERS.

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

The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property

B. ***Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.***

T*he zoning proposal will create an isolated district unrelated to adjacent and nearby districts because of access to the area for sanitation, stormwater maintenance, emergency services and school bus transportation, if requested.*

C. ***Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.***

The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

D. ***Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.***

T*he property affected by the zoning proposal has a reasonable economic use as currently zoned.*

E. ***Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.***

The zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

F. ***Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan****.*

T*he zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan for both City and County land uses.*

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

The zoning proposal will not result in a use which will or could adversely affect the environment.

H. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**

If approved, several city and county departments will be negatively impacted including sanitation, stormwater maintenance, emergency services and the school district.

STAFF RECOMMENDATION: Staff recommends denial of this annexation based on the review comments from city and county departments**.**

PLANNING COMMISSION RECOMMENDATION:

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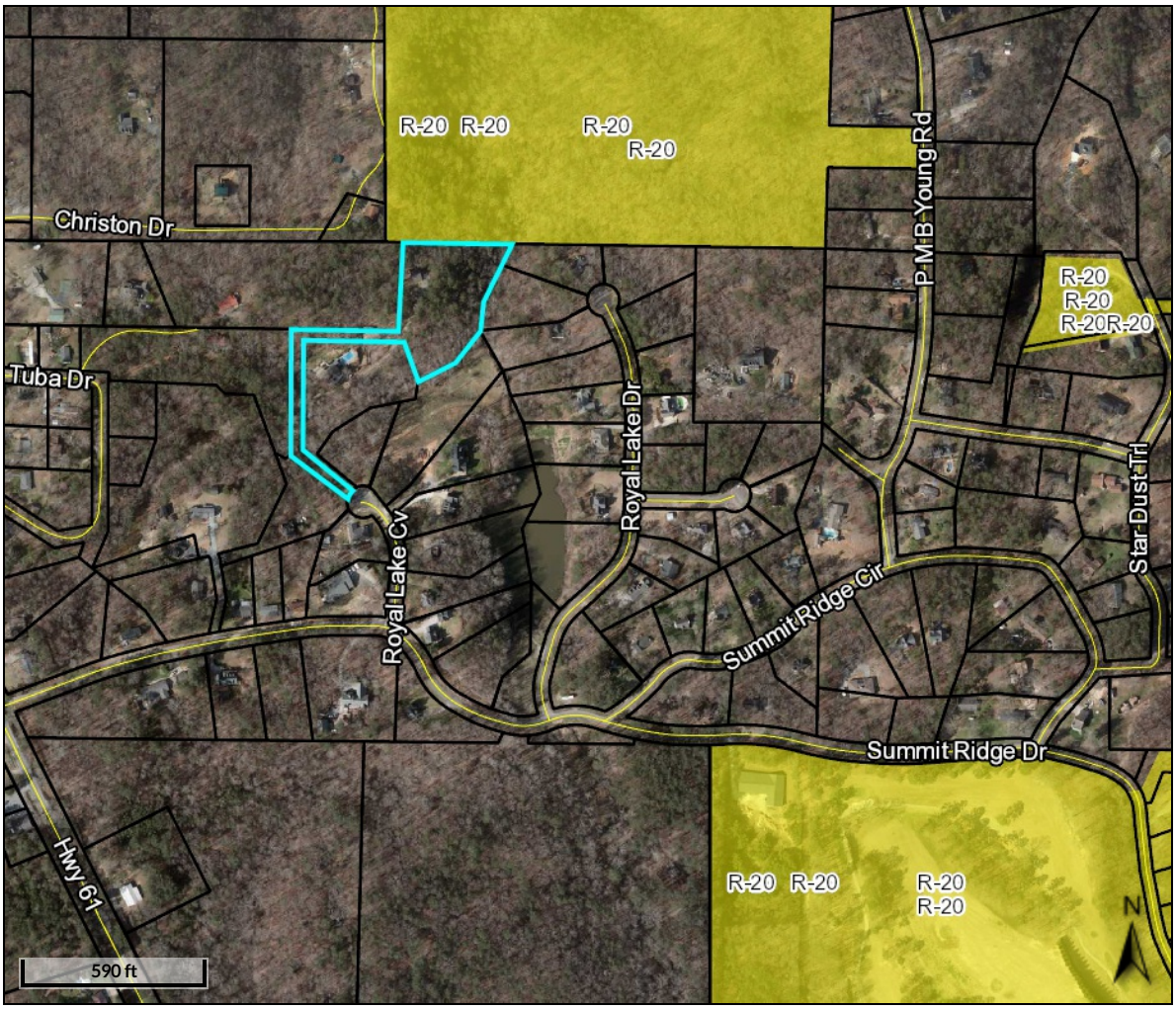
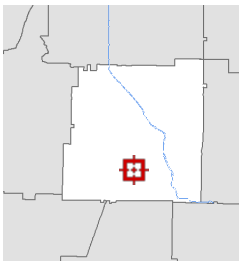


Overview



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*

District	Bartow County
Brief Tax Description	LL1140 1141 LD4 LOT 41 ROYAL LAKE
	(Note: Not to be used on legal documents)

Date created: 2/3/2021
Last Data Uploaded: 2/2/2021 9:46:14 PM

Developed by Schneider GEOSPATIAL

Parcel ID	0074A-0002-040	**Alternate ID**	19212	**Owner Address**	HAUCK LEWIS &
Sec/Twp/Rng	n/a	**Class**	Residential		HAUCK SANYA M
Property Address	24 ROYAL LAKE COVE	**Acreage**	n/a		24 ROYAL LAKE COVE SE
					CARTERSVILLE, GA 30120

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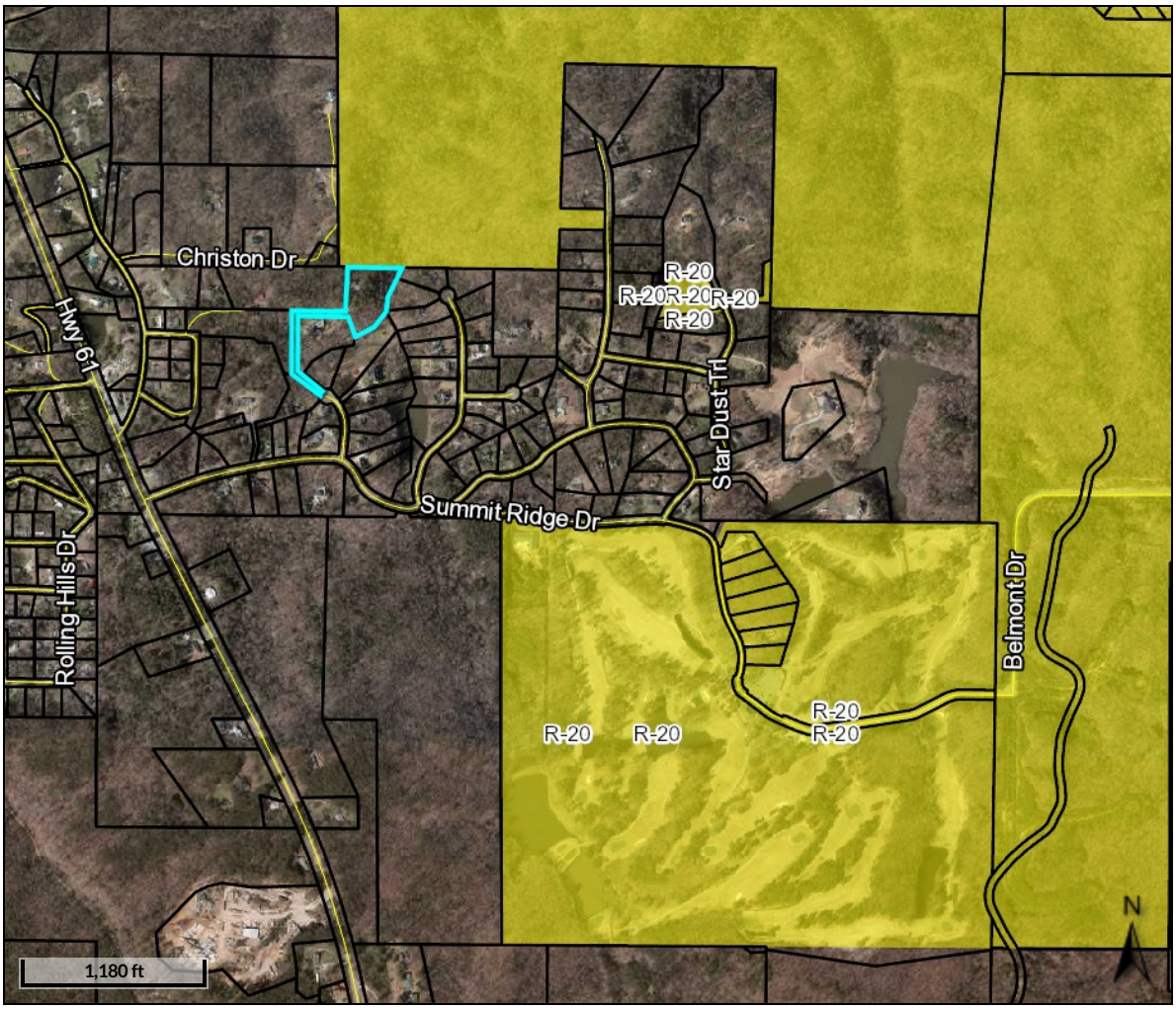
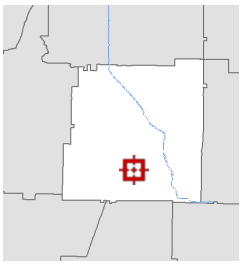


Overview



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
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- R-7
- R-7*
- R-D
- RA-12
- RA-12*

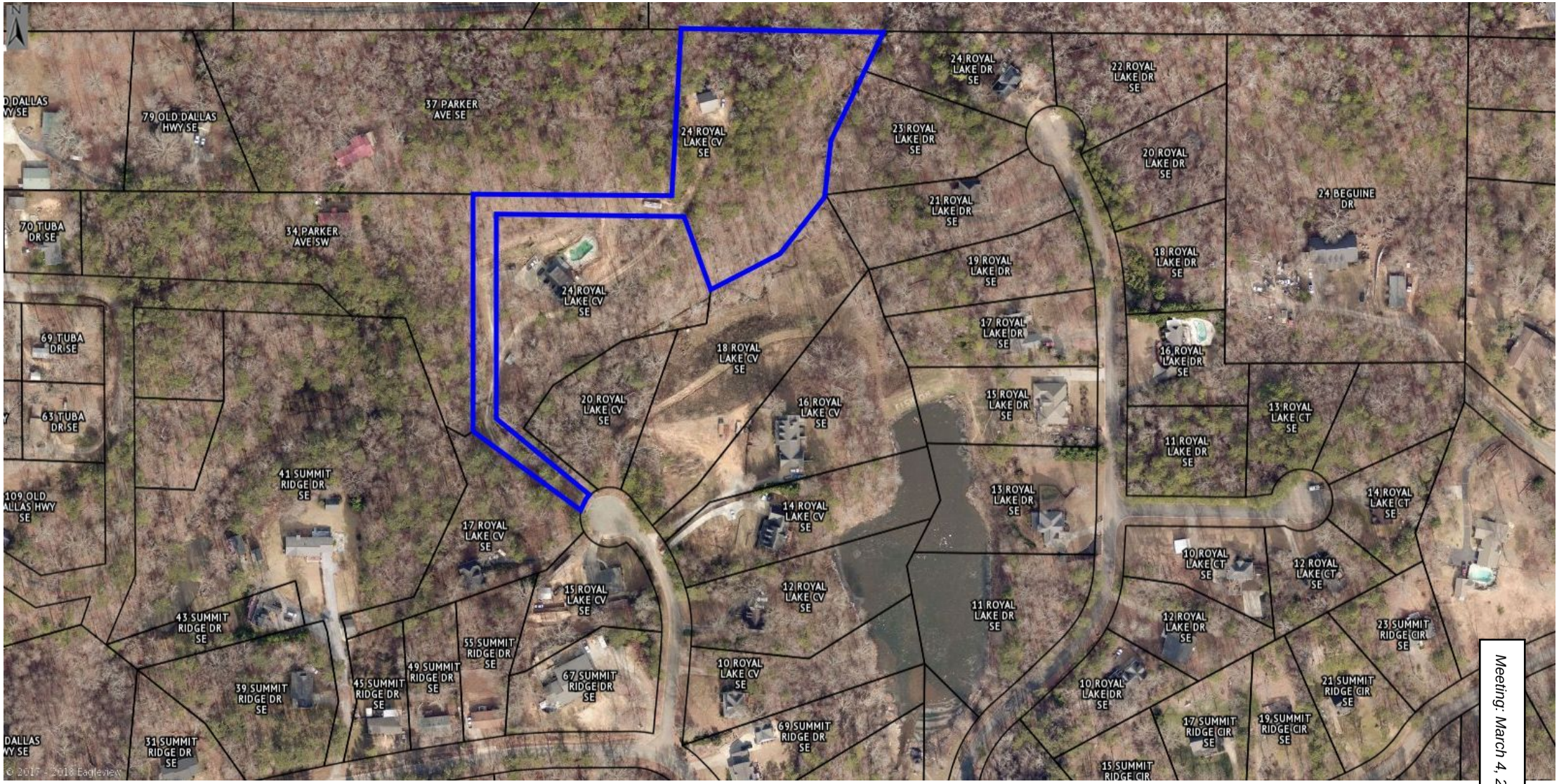
District	Bartow County
Brief Tax Description	LL 1140 1141 LD4 LOT 41 ROYAL LAKE
	(Note: Not to be used on legal documents)

Date created: 2/3/2021
Last Data Uploaded: 2/2/2021 9:46:14 PM

Developed by Schneider GEOSPATIAL

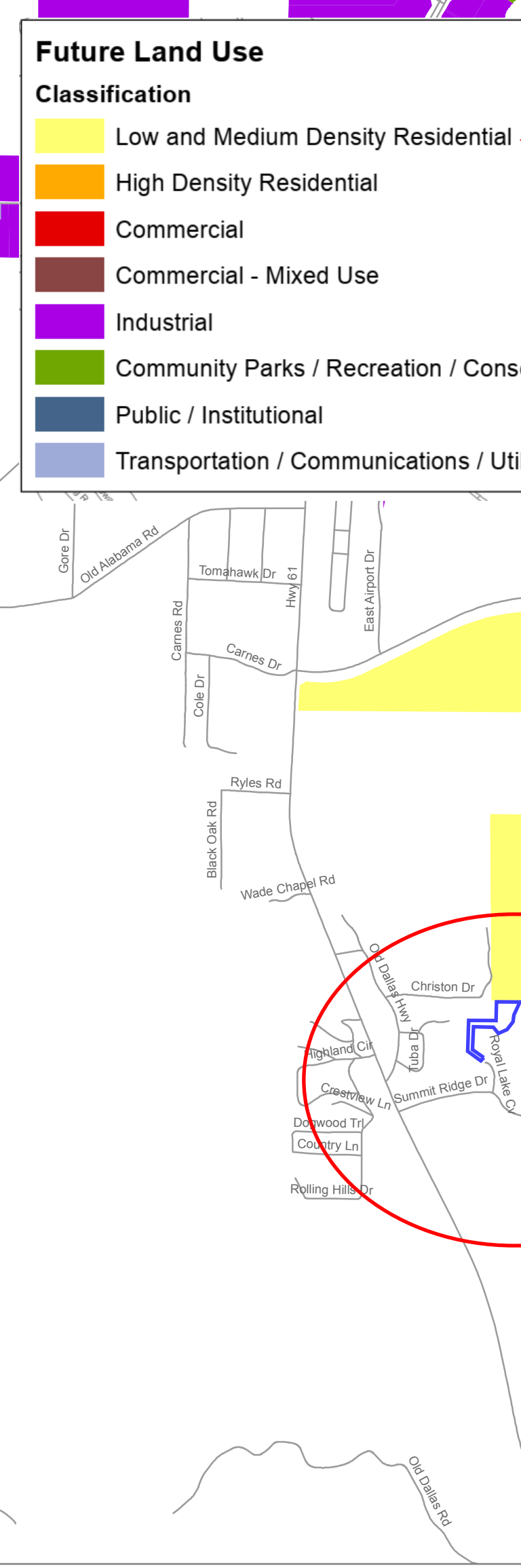
Parcel ID	0074A-0002-040	**Alternate ID**	19212	**Owner Address**	HAUCK LEWIS &
Sec/Twp/Rng	n/a	**Class**	Residential		HAUCK SANYA M
Property Address	24 ROYAL LAKE COVE	**Acreage**	n/a		24 ROYAL LAKE COVE SE
					CARTERSVILLE, GA 30120

AZ21-01 Aerial



Meeting: March 4, 2021 Item 2.

12/26/2017 - 01/25/2018



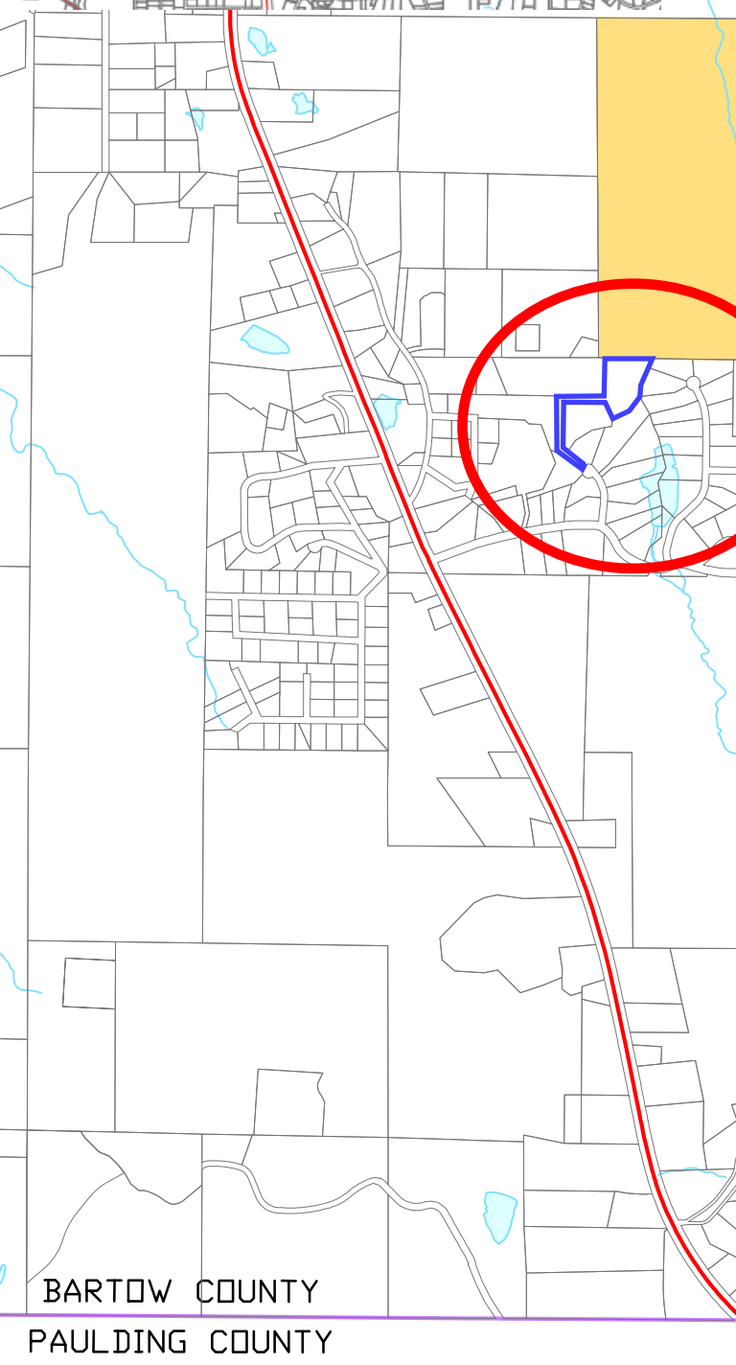
FUTURE LAND USE MAP 2017

CARTERSVILLE, GEORGIA

Future Development Map

Character Areas of the Future Development Map

- Civic Village
- Community Parks, Recreation, and Conservation
- Community Village Center
- Downtown Business District
- Highlands
- Highway Commercial
- Historic Neighborhood
  - Atco Mill Historic Village
  - Cherokee - Cassville Historic District
  - Olde Town Historic District
  - West End Historic District
- Main Street Overlay District
- Mining
- Mixed-Use Activity Center
- Neotraditional Neighborhood
- Neighborhood Living
- North Towne Revitalization Area
- Parkway Corridor
- Suburban Living
- Summer Hill
- Tellus Interchange Commercial
- Tennessee Street Corridor
- Transitional Use Area
- Workplace Center



Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ21-01
Date Received: 12-28-2020

Public Hearing Dates:

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

Applicant Lewis Hauck Sonya M Hauck (printed name) Office Phone

Address 24 Royal Lake Cove SE Mobile/ Other Phone 678 296 3207

City Cartersville State Ga Zip 30120 Email hauckserviceinc@aol.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: 1/23/23

Notary Public

SAMANTHA FINCHER NOTARY PUBLIC EXPIRES 01/23/23 BARTOW COUNTY, GEORGIA

* Titleholder Lewis Hauck Sonya M. Hauck (titleholder's printed name) Phone 678 296 3207 404 229 2208

Address 24 Royal Lake Cove S.E Cartersville, Ga 30120 Email hauckserviceinc@aol.com

Signature

Signed, sealed, delivered in presence of: My commission expires: 6-4-22

Notary Public

JULIA BEATTY MY COMMISSION EXPIRES NOTARY PUBLIC JUNE 04, 2022 BARTOW COUNTY, GEORGIA

Present Zoning District County Requested Zoning City Limits

Acreage 3.108 Land Lot(s) 1140 + 1141 District(s) Section(s)

Location of Property: 24 Royal Lake Cove SE Cartersville, Ga 30120
(street address, nearest intersections, etc.)

Reason for Rezoning Request:

(attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) # 0074A 0002 -040 Voting Ward(s) _____

Current Land Use Residential Current Zoning Residential

Proposed Land Use Residential Proposed Zoning Residential

Number of Dwelling Units 1 Number of Occupants 2

Owner Occupied? Yes ✓ No_____

Number of School-aged Children 0 Grade Level(s) of School-aged Children _____

School(s) to be attended: _____

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

Water: _____ City ✓ County ✓ Well/ Other

Sewer: _____ City _____ County ✓ Septic/ Other

Natural Gas: _____ City ✓ Other (List) Propane

Electricity: _____ City _____ GA Power ✓ Greystone

_____ Other (List) _____

CAMPAIGN DISCLOSURE REPORT FOR REZONING ACTIONS

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

Date of Application: December 2020

Date Two Years Prior to Application: December 2018

Date Five Years Prior to Application: December 2015

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

	YES	NO
Mayor: Matt Santini		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
Lamar Pinson		X
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.

Signature Date

Allen Leddias Houck

Print Name

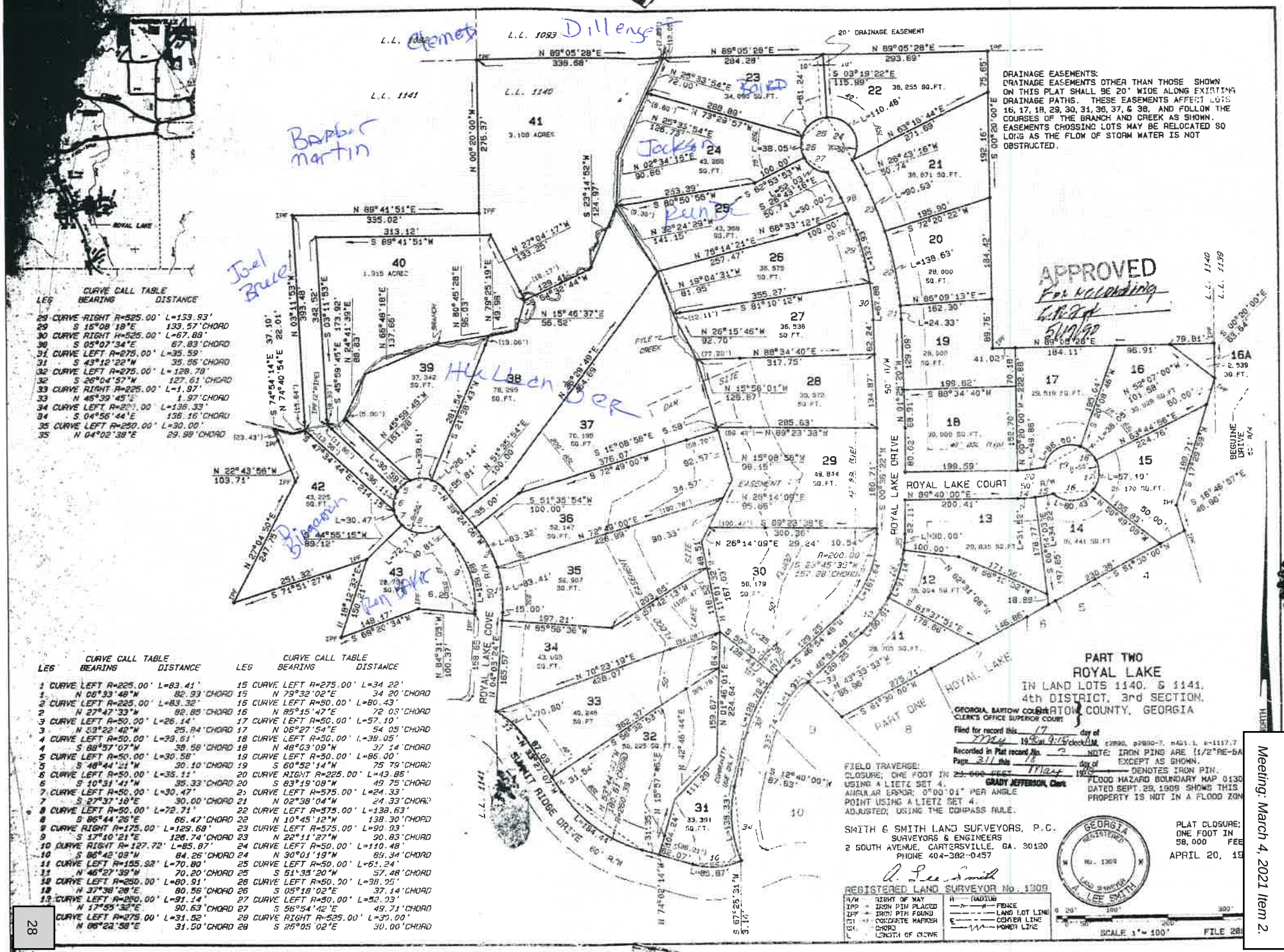
LIST OF ADJACENT PROPERTY OWNERS
(Not required if City mails public notices)

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

	NAME	ADDRESS
1.	Chad Hollander	16 Royal Lake Cove SE Cartersville Ga 30120
2.	Barbara Martin	37 Parker Ave Cartersville Ga 30120
3.	Joel Bruce	34 Parker Ave " " "
4.	David Bingeman	17 Royal Lake Cove SE " " "
5.	Ron Barker	15 " " " " " " "
6.	Dillenger Holding LP	Old Alabama Rd Cartersville.
7.	Leslie Baird	24 Royal Lake Dr. Cartersville Ga
8.	Darnell Jackson	23 Royal Lake Dr " "
9.	Fred + Diane Punde	21 " " " " "
10.	Shirley Clements	78 Christon Dr " "
11.		
12.		
13.		
14.		
15.		

Attach additional names if necessary.

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

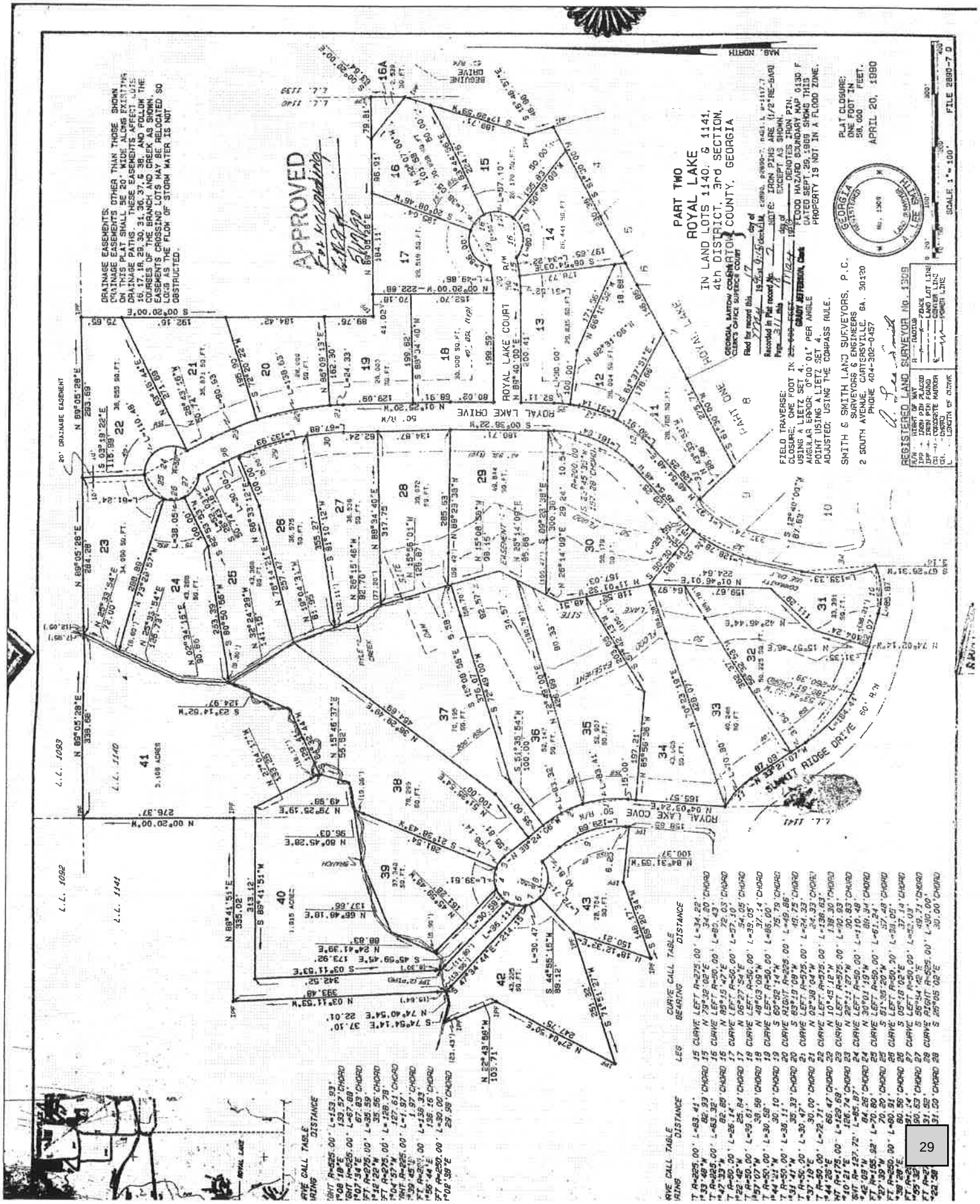


LEG	CURVE CALL TABLE BEARING	DISTANCE
29	CURVE RIGHT R=525.00'	L=133.93'
29	S 15°08'18"E	133.57'CHORD
30	CURVE RIGHT R=525.00'	L=67.88'
30	S 05°07'34"E	67.83'CHORD
31	CURVE LEFT R=275.00'	L=35.59'
31	S 43°12'22"W	35.56'CHORD
32	CURVE LEFT R=275.00'	L=128.78'
32	S 26°04'57"W	127.61'CHORD
33	CURVE RIGHT R=225.00'	L=1.97'
33	N 45°39'45"E	1.97'CHORD
34	CURVE LEFT R=200.00'	L=138.33'
34	S 04°56'44"E	136.16'CHORD
35	CURVE LEFT R=250.00'	L=30.00'
35	N 04°02'38"E	29.99'CHORD

LEG	CURVE CALL TABLE BEARING	DISTANCE
1	CURVE LEFT R=225.00'	L=83.41'
1	N 06°33'48"W	82.93'CHORD
2	CURVE LEFT R=225.00'	L=83.32'
2	N 27°47'33"W	82.85'CHORD
3	CURVE LEFT R=50.00'	L=26.14'
3	N 59°22'42"W	25.84'CHORD
4	CURVE LEFT R=50.00'	L=39.61'
4	S 88°57'07"W	38.58'CHORD
5	CURVE LEFT R=50.00'	L=30.58'
5	S 48°44'21"W	30.10'CHORD
6	CURVE LEFT R=50.00'	L=35.11'
6	S 10°31'41"W	35.33'CHORD
7	CURVE LEFT R=50.00'	L=30.47'
7	S 27°37'18"E	30.00'CHORD
8	CURVE LEFT R=50.00'	L=72.71'
8	S 86°44'26"E	66.47'CHORD
9	CURVE RIGHT R=175.00'	L=129.68'
9	S 17°10'21"E	126.74'CHORD
10	CURVE RIGHT R=127.72'	L=85.87'
10	S 86°42'09"W	84.26'CHORD
11	CURVE LEFT R=155.92'	L=70.80'
11	N 46°27'39"W	70.20'CHORD
12	CURVE LEFT R=250.00'	L=80.91'
12	N 37°38'28"E	80.56'CHORD
13	CURVE LEFT R=250.00'	L=91.14'
	N 17°55'32"E	90.63'CHORD
	CURVE LEFT R=275.00'	L=31.52'
	N 86°22'58"E	31.50'CHORD

LEG	CURVE CALL TABLE BEARING	DISTANCE
15	CURVE LEFT R=275.00'	L=34.22'
15	N 79°32'02"E	34.20'CHORD
16	CURVE LEFT R=50.00'	L=80.43'
16	N 85°15'47"E	72.03'CHORD
17	CURVE LEFT R=50.00'	L=57.10'
17	N 06°27'54"E	54.05'CHORD
18	CURVE LEFT R=50.00'	L=39.05'
18	N 48°03'09"W	37.14'CHORD
19	CURVE LEFT R=50.00'	L=86.00'
19	S 60°52'14"W	75.79'CHORD
20	CURVE RIGHT R=225.00'	L=43.85'
20	S 83°19'09"W	49.75'CHORD
21	CURVE LEFT R=575.00'	L=24.33'
21	N 02°38'04"W	24.33'CHORD
22	CURVE LEFT R=575.00'	L=138.63'
22	N 10°45'12"W	138.30'CHORD
23	CURVE LEFT R=575.00'	L=90.93'
23	N 22°11'27"W	90.83'CHORD
24	CURVE LEFT R=50.00'	L=110.48'
24	N 30°01'19"W	89.34'CHORD
25	CURVE LEFT R=50.00'	L=61.24'
25	S 51°33'20"W	57.48'CHORD
26	CURVE LEFT R=50.00'	L=38.05'
26	S 05°18'02"E	37.14'CHORD
27	CURVE LEFT R=50.00'	L=52.03'
27	S 56°54'42"E	49.71'CHORD
28	CURVE RIGHT R=525.00'	L=30.00'
28	S 26°05'02"E	30.00'CHORD

Meeting: March 4, 2021 Item 2.


PART TWO
ROYAL LAKE
IN LAND LOTS 1140, & 1141,
4th DISTRICT, 3rd SECTION,
BARTOW COUNTY, GEORGIA
APPROVED
ROYAL LAKE DRIVE
ROYAL LAKE COURT
ROYAL LAKE COVE
SUMMIT RIDGE DRIVE
PLAT CLOSURE:
ONE FOOT IN
58,000 FEET.
APRIL 20, 1990
SCALE 1" = 100'
FILE 2890-7 D
REGISTERED LAND SURVEYOR No. 1309
SMITH & SMITH LAND SURVEYORS, P.C.
SURVEYORS & ENGINEERS
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 404-302-0457
FIELD TRAVERSE:
CLOSURE: ONE FOOT IN
USING A LIETZ SET 4.
ANGULAR ERROR: 0°00'01" PER ANGLE
POINT USING A LIETZ SET 4.
ADJUSTED: USING THE COMPASS RULE.
DRAINAGE EASEMENTS:
DRAINAGE EASEMENTS OTHER THAN THOSE SHOWN ON THIS PLAT SHALL BE 20' WIDE ALONG EXISTING DRAINAGE PATHS. THESE EASEMENTS AFFECT LOTS 16, 17, 18, 29, 30, 31, 36, 37, & 38, AND FOLLOW THE COURSES OF THE BRANCH AND CREEK AS SHOWN. EASEMENTS CROSSING LOTS MAY BE RELOCATED SO LONG AS THE FLOW OF STORM WATER IS NOT OBSTRUCTED.
20' DRAINAGE EASEMENT
L.L. 1140
L.L. 1141
L.L. 1092
L.L. 1093
ROYAL LAKE

SURVEYOR'S CERTIFICATE

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

1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.

2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.

3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.

4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.

5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

_____
Date

_____ (Seal)
Georgia Registered Land Surveyor

ZONING ADMINISTRATOR:

1. Case Number: AZ21-01

2. Yes X No _____

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

3. Survey attached?

2-1-21 (Included with application) David Hardegree

Date Zoning Administrator

24
CITY OF CARTERSVILLE
ANNEXATION/
ZONING NOTICE
CASE NO. AZ
APPLICATION HAS BEEN MADE FOR
ANNEXATION AND ZONING OF THIS
PROPERTY AS BARTOW CO.
PLANNING COMMISSION MEETING
AT 5:30 P.M. ON
CITY COUNCIL FIRST READING
AT 7:00 P.M. ON
CITY COUNCIL SECOND READING
AT 7:00 P.M. ON
HEARINGS TO BE HELD AT CITY HALL
10 NORTH PUBLIC SQUARE
FOR ADDITIONAL INFORMATION
CONTACT THE DEPARTMENT OF
DEVELOPMENT AT 387-5600

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ21-02: 16, 18 & 20 Royal Lake Cove
DEPARTMENT SUMMARY RECOMMENDATION:	The applicant is requesting his three properties, 16, 18 and 20 Royal Lake Cove, be annexed into the City limits of Cartersville. This is contingent upon the annexation approval of AZ21-01, 24 Royal Lake Cove. There are nine lots on Royal Lake Cove. Seven of nine lots are developed with single family homes. Three lots are owned by the applicant. All lots are currently in unincorporated Bartow County. The owner wishes to annex into the city for the school system. County water and Greystone Power currently serve the properties. Planning Commission recommended denial.
LEGAL:	N/A

ZONING & ANNEXATION SUMMARY

Petition Number(s): AZ21-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Chad Hullander**
Representative: **Chad Hullander**

Location: **16, 18 & 20 Royal Lake Cove**

Total Acreage: **4.28 acres**

LAND USE INFORMATION

Current Zoning: County R-1 (Residential)

Proposed Zoning: R-20 (Residential)

Proposed Use: Residential

Current Zoning of Adjacent Property:

North: County R-1 (Residential)
South: County R-1 (Residential)
East: County R-1 (Residential)
West: County R-1 (Residential)

For All Tracts:

District: 4th **Section**: 3rd **LL(S)**: 1140-1141

The Future Development Plan designates the subject property as: Neo-traditional Residential (nearest city properties)

The Future Land Use Map designates adjacent or nearby city properties as: Low Density Residential (current County future land use map category)

ANALYSIS

City Departments Reviews

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: Cartersville Fire Department has the following concern for the annexation: A fire flow of the closest fire hydrant cannot be confirmed. CFD does not have records of the closest fire hydrant since it is a BCWD facility. I contacted BCFD to see if they have any records for the area and they did not. BCFD contacted BCWD to see if they had any records and they did not.

A flow test will be needed to confirm how much firefighting water is available before comments can be issued from Cartersville Fire Department. Cartersville Development Regulations Section 7.5-123 (2) (b) 5. States that a minimum water demand of 1000 GPM for 30 minutes at a minimum residual of 20 PSI is available for firefighting purposes.

Gas: Takes no exception.

Public Works: Public Works concurs with Mr. Olson's concern regarding the idea of providing city services to distant locations such the as the areas shown in annexation cases AZ21-01 and AZ21-02. Along with the public safety and school bus concern, there is a burden to supply solid waste services to these addresses, which are not close to other city customers. Our solid waste trucks would have to travel the routes described by Mr. Olson, one of which is still a private street. Service to just a few isolated customers such as this provides a strain to solid waste truck routes, timing, and additional wear and tear on vehicles.

In addition to the concern of city services being provided to the area, it should be noted that there is local floodplain on some of the properties in case AZ21-02. Therefore, our floodplain inventory will increase and will need to be updated to reflect this additional floodplain with our CRS (Community Rating System). Also, once annexed, all residential addresses would incur a monthly stormwater utility fee.

Water and Sewer: This property is located in the Bartow County Water Department's water service area. Contact the Bartow County Water Department for comments regarding water service to the property involved in this annexation request. Sewer service to this property is provided by septic tank.

Cartersville School District: After driving this area with our Director of Facilities, Maintenance, and Safety (who oversees Transportation), our concern is twofold: a) transportation and b) the continuation of requests. Currently, our bus that picks up in the Carter Grove subdivision turns around in the residential area of that subdivision. We do not drive down Summit Ridge Drive towards Highway 61 nor do we service that far down on Highway 61 (where Summit Ridge Drive connects with Highway 61). Also, will other properties begin to ask for annexation after this? If so, that is a concern for us because of the capacity issues at our schools. We are working on addressing these capacity issues at our schools, but we are still looking at approximately 2 years before the answer to these issues is completed.

Public Comments: None as of Feb. 2nd.

Bartow County Comments: Plotting these annexations out on the map leads to a couple of concerns (see attached). First, Mr. and Ms. Hauck don't seem to be annexing their other property at 22 Royal Lake Cove and that basically leaves pretty much an unincorporated island. The driveway to the home they want to annex at 24 Royal Lake Cove doesn't appear to follow the property but crosses right through 22. That seems a public safety nightmare.

That's the other concern. This little pod of city will only be accessible with a long drive out Old Alabama and south on Hwy 61, or else coming through Carter Grove and the golf course. The City really want to start providing police service and school bus service way out here? It doesn't seem logical or coherent to start piecemeal annexing property out here. Once these go in, several of the homes on Royal Lake Drive would be contiguous and then we could start getting a gap-toothed neighborhood down here, with some in and some out of the city. I would think it would make more sense for the city to tell folks that they need to persuade the whole neighborhood (or at least use the 60% method to take the whole neighborhood). When I say "gap-toothed" I mean areas like Magnolia Drive or the Jones Mill/Grassdale Road neighborhoods. I would think we would want to get away from more of this.

REQUEST SUMMARY:

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

There are nine lots on Royal Lake Cove. Seven of nine lots are developed with single family homes. Three lots are owned by the applicant. All lots are currently in unincorporated Bartow County. The owner wishes to annex into the city for the school system. County water and Greystone Power currently serve the properties.

STANDARDS FOR EXERCISE OF ZONING POWERS.

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

The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property

B. ***Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.***

T*he zoning proposal will create an isolated district unrelated to adjacent and nearby districts because of access to the area for sanitation, stormwater maintenance, emergency services and school bus transportation.*

C. ***Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.***

The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

D. ***Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.***

T*he property affected by the zoning proposal has a reasonable economic use as currently zoned.*

E. ***Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.***

The zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

F. ***Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan****.*

T*he zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan for both City and County land uses.*

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

The zoning proposal will not result in a use which will or could adversely affect the environment.

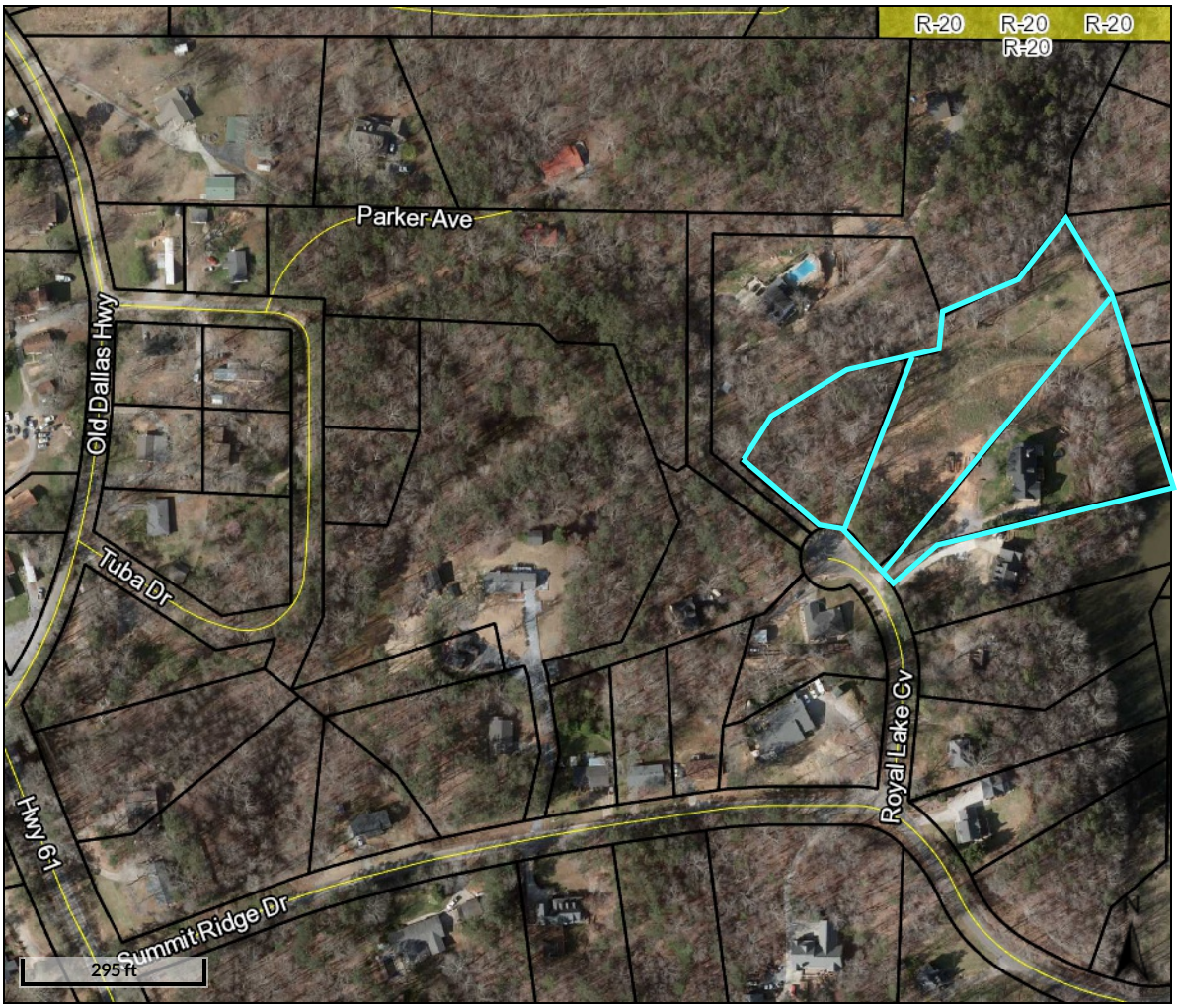
H. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**

If approved, several city and county departments will be negatively impacted including sanitation, stormwater maintenance, emergency services and the school district.

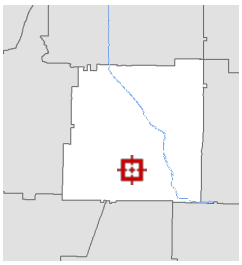
STAFF RECOMMENDATION: Staff recommends denial of this annexation based on the review comments from city and county departments**.**

PLANNING COMMISSION RECOMMENDATION:

qPublic.net™ Bartow County, GA



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*

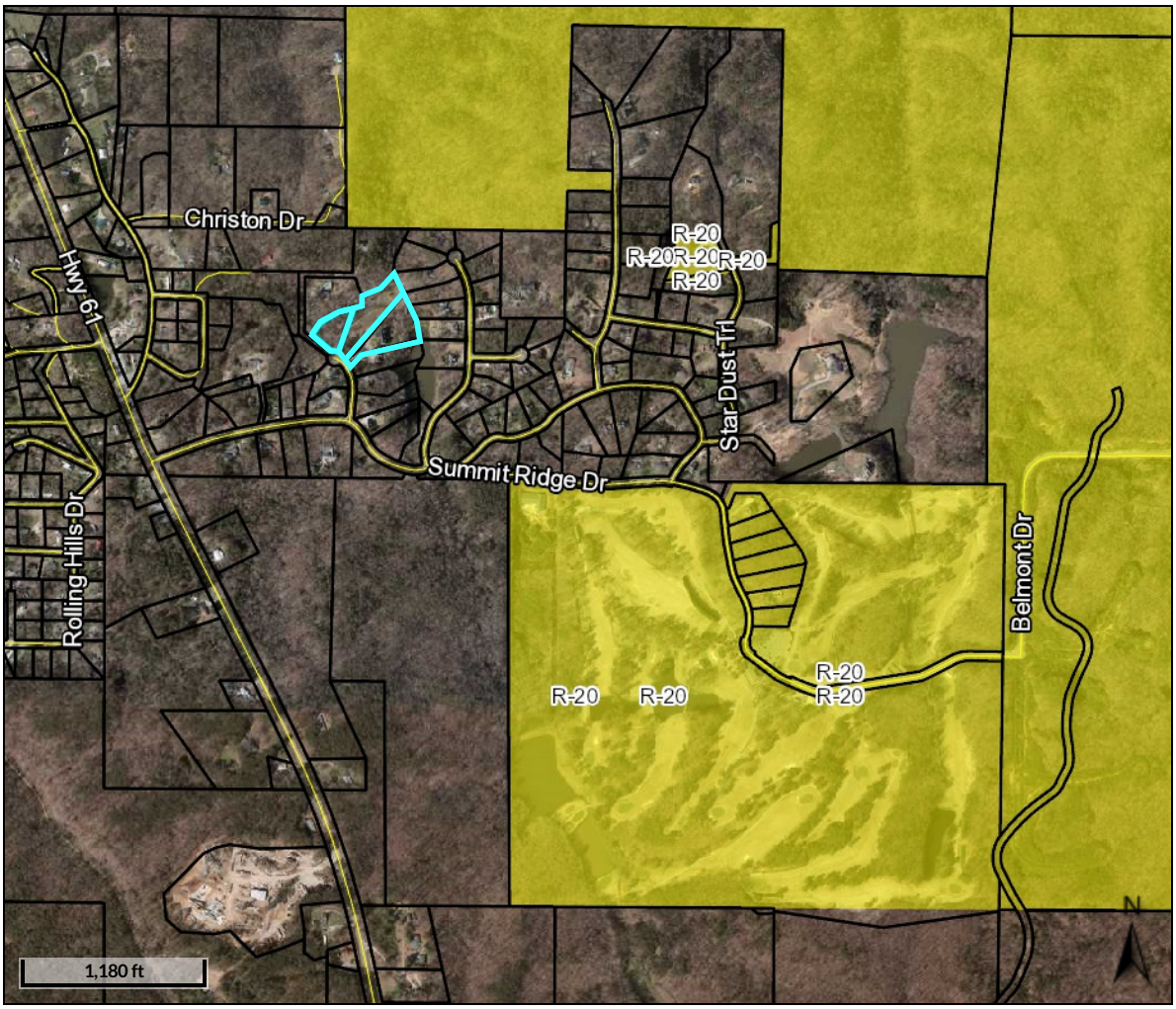
Brief Tax Description LL 1165 1212 LD 4
(Note: Not to be used on legal documents)

Date created: 2/2/2021
Last Data Uploaded: 2/1/2021 10:05:16 PM

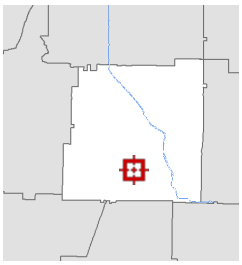
Developed by Schneider GEOSPATIAL

Parcel ID	0054-1165-001	**Alternate ID**	10080	**Owner Address**	HIGHLANDS PAVILION LLC THE
Sec/Twp/Rng	n/a	**Class**	Agricultural		126 ENTERPRISE PATH STE 208
Property Address	SUMMIT RIDGE DR	**Acreage**	55.16		HIRAM, GA 30141
District	Bartow County				

qPublic.net™ Bartow County, GA



Overview



Legend

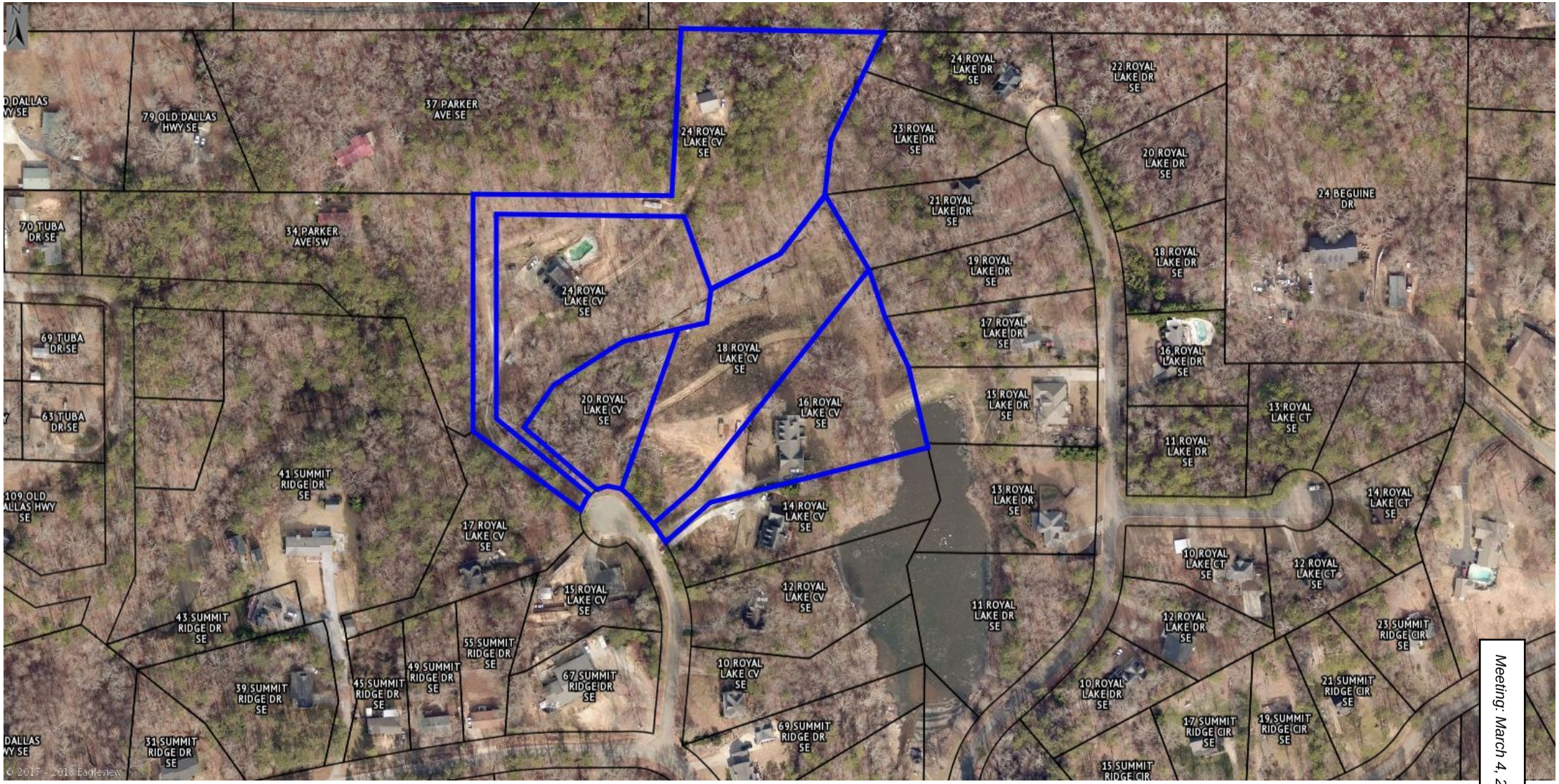
- Parcels
- Roads

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*

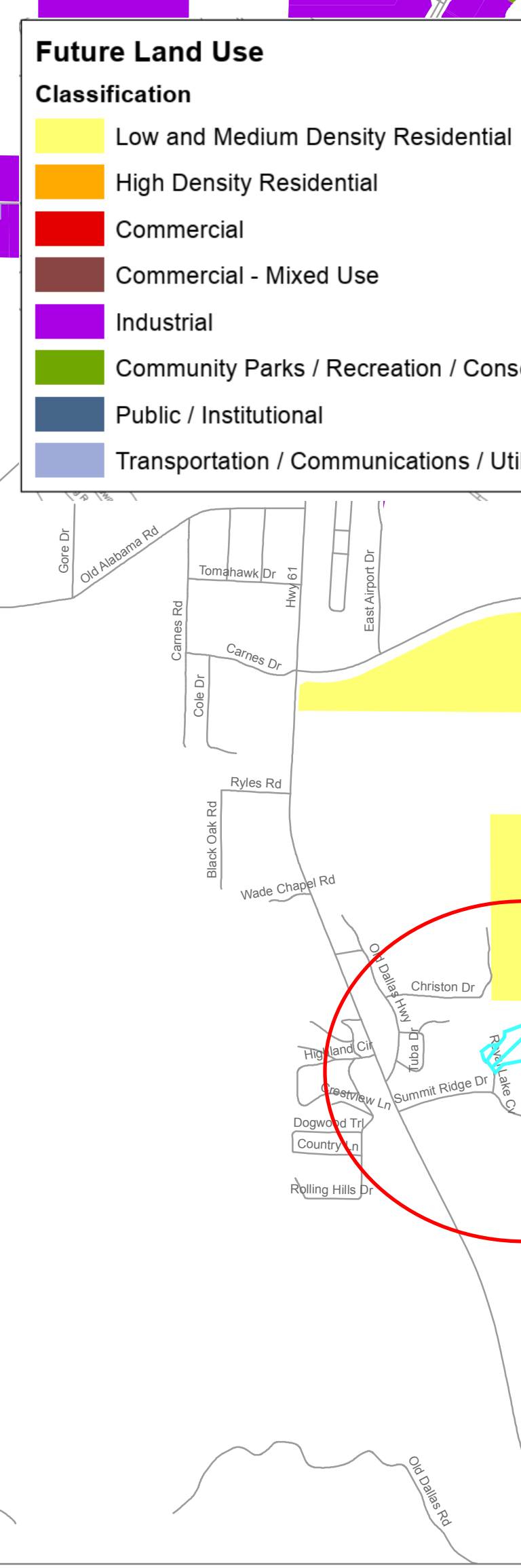
Parcel ID	0074A-0002-038	**Alternate ID**	19210	**Owner Address**	HULLANDER CHAD M
Sec/Twp/Rng	n/a	**Class**	Residential		16 ROYAL LAKE COVE SE
Property Address	20 ROYAL LAKE COVE SE	**Acreage**	0.85		CARTERSVILLE, GA 30121
District	Bartow County				

AZ21-02 AERIAL



Meeting: March 4, 2021 Item 3.

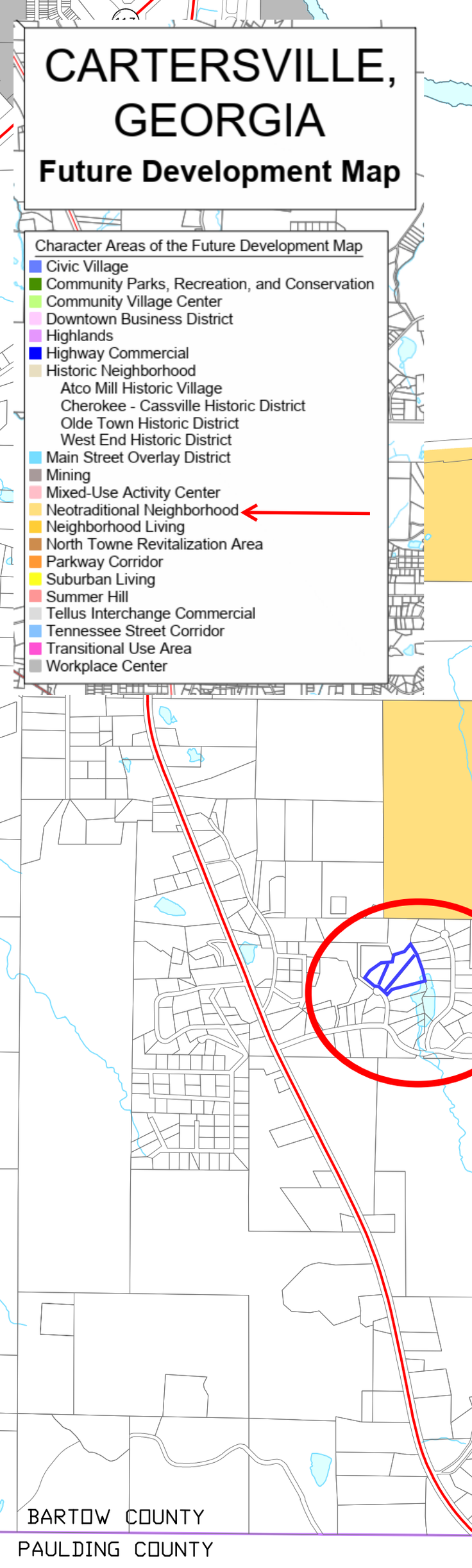
12/26/2017 - 01/25/2018



FUTURE LAND USE MAP 2017

CARTERSVILLE, GEORGIA

Future Development Map



Application for Annexation/ Zoning
City of Cartersville

Case Number: A21-01
Date Received: 12-28-2020

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

Applicant Chad Hullander (printed name) Office Phone
Address 16 Royal Lake Cove Mobile/ Other Phone 404-579-8324
City Cartersville State GA Zip 30120 Email Chullander@outlook.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: 1/23/23

Samantha Fincher
Notary Public

SAMANTHA FINCHER NOTARY PUBLIC EXPIRES 01/23/23 BARTOW COUNTY, GEORGIA

* Titleholder Chad Hullander (titleholder's printed name) Phone 404-579-8324
Address 16 Royal Lake Cove Email Chullander@outlook.com
Signature

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

Samantha Fincher
Notary Public

SAMANTHA FINCHER NOTARY PUBLIC EXPIRES 01/23/23 BARTOW COUNTY, GEORGIA

Present Zoning District County Requested Zoning City limits - R20
Acreage 4.28 Land Lot(s) District(s) Section(s)
Location of Property: 16, 18 & 20 Royal Lake Cove Cartersville, GA 30120
(street address, nearest intersections, etc.)
Reason for Rezoning Request: owned a business in city limits for 10 years, board posistions, schools, property values, etc
(attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) # 0074A-0002-036 Voting Ward(s) _____

0074A-0002-037 0074A-0002-038

Current Land Use Single family Res Current Zoning _____

Proposed Land Use Single family Res Proposed Zoning R20

Number of Dwelling Units 1 Number of Occupants 4

Owner Occupied? Yes X No _____

Number of School-aged Children 2 Grade Level(s) of School-aged Children 5th & 7th

School(s) to be attended: CMS - 7th grader Already attends CMS

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

Water: _____ City X County _____ Well/ Other

Sewer: _____ City _____ County X Septic/ Other

Natural Gas: _____ City X Other (List) No gas

Electricity: _____ City _____ GA Power X Greystone

_____ Other (List) _____

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: November 2020

Date Two Years Prior to Application: November 2018

Date Five Years Prior to Application: November 2015

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

	YES	NO
Mayor: Matt Santini		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
Lamar Pinson		X
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.

Signature Date

Chad Hullander

Print Name

SURVEYOR'S CERTIFICATE

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

1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.

2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.

3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.

4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.

5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

_____
Date

_____ (Seal)
Georgia Registered Land Surveyor

ZONING ADMINISTRATOR:

1. Case Number: AZ21-02

2. Yes X No _____

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

3. Survey attached?

2-1-21 (Included with application) David Hardegree

Date Zoning Administrator

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

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

	NAME	ADDRESS
1.	Ron Baker	15 Royal Lake Cove
2.	David Bingamin	17 Royal Lake Cove
3.	Lewis Hauck	22 Royal Lake Cove
4.	Suzanne Hatfield	15 Royal Lake Drive
5.	Joesph Bisaha	17 Royal Lake Drive
6.	Fred Runde	21 Royal Lake Drive
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional names if necessary.

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

CITY OF CARTERSVILLE
ANNEXATION/
ZONING NOTICE
CASE NO. AZ
AZ21-02
16,18+20 Royal Lake Cove
APPLICATION HAS BEEN MADE FOR
ANNEXATION AND ZONING OF THIS
PROPERTY AS.
PLANNING COMMISSION MEETING
AT 5:30 P.M. ON 2/9/2021
CITY COUNCIL FIRST READING
AT 7:00 P.M. ON 2/18/2021
CITY COUNCIL SECOND READING
AT 7:00 PM ON 3/4/2021
HEARINGS TO BE HELD AT CITY HALL
10 NORTH PUBLIC SQUARE.
FOR ADDITIONAL INFORMATION
CONTACT THE DEPARTMENT OF
DEVELOPMENT AT 387-5600
16

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Impound Fees
DEPARTMENT SUMMARY RECOMMENDATION:	This Ordinance Amendment will increase the City's Animal Impound Fees to reflect Bartow County fees. This fee change is expected to go into effect on March 10th.
LEGAL:	Updates were written by Keith Lovell.

Ordinance no. 07-21

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

1.

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

(a) *Return of animals-at-large.* If the name of the owner of an animal found at large is known or can be obtained with reasonable dispatch, and there are no other violations of this chapter, the animal control officer shall return the animal to the residential address of the owner. If there is no one present, the officer shall impound the animal and leave written notice of whom the owner must contact to reclaim the animal. The owner shall be cited for violation of this chapter.

(b) *Return of animals with violations.* If an animal is impounded for a violation, and the procedure for return is not otherwise specified in this chapter, or a hearing is not otherwise requested or required, the animal shall be returned once all fees for the violation and impoundment are paid, and the conditions necessitating the impoundment have been cured or corrected, if applicable.

(c) *Impoundment fees.* An owner reclaiming an impounded animal shall pay a fifty-dollar ($50.00) impoundment fee plus a fee of fifteen dollars ($15.00) for each day the animal is impounded as a boarding fee if impounded at the shelter or their shelter's then-current fees (or the actual costs of impoundment if impounded off-site), and the actual veterinary costs for care of the animal.

(d) *Second impoundment.* An owner reclaiming an impounded animal for a second impoundment within one (1) year shall pay a one-hundred-dollar ($100.00) impoundment fee, plus a fee of fifteen dollars ($15.00) for each day the animal is impounded as a boarding fee or the shelter's then-current fees (or the actual costs of impoundment if impounded off-site), plus any actual veterinary costs for care of the animal.

(e) *Third and subsequent impoundment.* An owner reclaiming an impounded animal for a third or subsequent impoundment within one (1) year shall pay a one hundred and fifty-dollar ($150.00) impoundment fee, plus a fee of fifteen dollars ($15.00) for each day the animal is impounded as a boarding fee or the shelter's then-current fees (or the actual costs of impoundment if impounded off-site), plus any actual veterinary costs for care of the animal.

2.

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

3.

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

BE IT AND IT IS HEREBY ORDAINED.

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

_____
MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 04, 2021
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Appointment of DDA Board Member
DEPARTMENT SUMMARY RECOMMENDATION:	Staff recommends for appointment to the DDA board: Justin Owen: term ends 2-18-2023 (Justin is filling the remainder of Barry Henderson's term after Barry's resignation from the board to pursue Art in Bartow.)
LEGAL:	N/A

Cartersville
Downtown Development Authority
a main street community

Downtown Development Authority (DDA) Board Member Application

Thank you for your interest in serving on the Board of Directors for Cartersville Downtown Development Authority (DDA) and Main Street Program. Please take the time to read this application thoroughly, as it has important information for you to consider before applying.

Being a board member is a wonderful way to serve your community. It is not an easy job, but the work is definitely important, interesting, and fulfilling. If you are selected to serve on the board, it is expected that you will attend one monthly board meeting (typically, 90 minutes), as well as dedicate 10-15 hours per month for conducting DDA business, which includes serving as an active member on at least one task force committee.

Board members should be prepared to attend at least 25% of all DDA sponsored events, and any other efforts or meetings regarding downtown as needed. Within their first year board members must also commit to completing 8-hours of State mandated training on Downtown Development Authorities. All approved or mandated travel, training, and education expenses will be covered at no cost to the individual board member. As part of the Main Street Program board members are expected to obtain 8 hours of training per year.

Board members should have a somewhat flexible work schedule, as most DDA meetings and trainings occur during normal business hours. Every effort will be made to alleviate inconveniences to the extent possible but, as a working board, most business (outside of special events) does occur during work hours.

If you are unable to devote the necessary time, energy, and enthusiasm to the responsibilities of the position, please do not apply for board membership. If you are unable to commit to Board service at this time, there are still *many other ways* in which you can contribute towards the success of downtown. The DDA coordinates numerous special projects and committee activities, all of which are driven by citizen involvement.

The powers of the Downtown Development Authority were established by special State legislation. The DDA is an independent authority established for the purpose of planning, organizing, and financing projects that will revitalize and redevelop Cartersville's downtown business district. According to Georgia's State Law, a Director on the Board of the DDA must meet the following criteria:

1) You must be a taxpayer residing in the city limits of Cartersville, ***or***
2) You must be a taxpayer residing in Bartow, or a neighboring county, ***and*** an owner/operator of a business located within the downtown district.

If you do not meet these criteria, state law will not allow you to be a member of the DDA board. Failure to uphold the responsibilities of the position may result in an administrative review and/or recommendation for removal from the board.

Program Overview:

The DDA's revitalization strategies are modeled after the national Main Street Program's Four Point Approach. Downtown Cartersville is a certified Main Street Community and the DDA administers this program on behalf of the city.

The DDA itself is composed of a seven (7) member Board of Directors, one (1) full time manager, and two (2) part time program assistants. Board members are appointed by the Cartersville City Council, to serve as advocates and advisors on issues related to economic growth and development in downtown, and the DDA manager implements board recommendations as a function of the organization's daily activities.

Nationally, the Main Street Program provides a comprehensive approach to the economic revitalization of historic downtown districts, which communities then implement on the local level. While the program does focus on the preservation of historic commercial buildings, it is as much about preserving a strong sense of community as it is about preserving buildings.

The DDA manager helps synchronize efforts in all major program areas (Outreach, Promotion, Design, and Economic Development) by working with volunteers and partner organizations to generate broad-based community support and engagement for downtown as a whole. Brief descriptions of program areas are as follows:

Outreach: Outreach involves building a downtown support network that is well represented by business and property owners, bankers, citizens, public officials, and other local economic development organizations. Engaging stakeholders and generating volunteer support is central to this endeavor because strong organization provides the stability needed to build and maintain long-term development efforts.

Promotion: Promotion focuses on improving awareness about downtown. Street festivals, parades, retail events, and marketing campaigns are some of the ways the DDA tries to generate excitement about the district. Promotion involves creating and marketing an enticing image to residents and visitors so that downtown benefits by association.

Design: Design is meant to enhance the visual appeal of the district. Building rehabilitation, street and alley clean-up, signage, landscaping, and lighting are all ways to improve the physical image of downtown. Design improvements result in a reinvestment of public and private dollars as the area is increasingly seen as a quality place to invest, shop, work, walk, and live.

Economic Restructuring: Economic restructuring involves analyzing current market forces to develop long-term strategies for maintaining downtown vitality. Offering investment incentives, recruiting new businesses, and improving the competitiveness of traditional merchants and small businesses are examples of economic restructuring activities.

Each board member is required to serve as either chair of one of the aforementioned committees, or on the executive committee of the board (Chair, Vice Chair or Secretary).

DDA Board Member Application

1. Name: Justin Owen

2. Address: 101 West Main Street

Cartersville, GA 30120

3. Phone: (Day) _____ (Evening) _____ (Cell) 678-986-6443

4. Email: jo@owensecurity.com

5. Resident of: (Cartersville) Yes (Bartow County) _____ (Other) _____

6. Duration of residency: 5+ years

7. Are you the owner or representative of a licensed downtown business? Yes

8. Name of business: Owen Security & 101 on Main

9. Address of business: 101 West Main Street, Cartersville, 30120

10. How long has the business been licensed? 4 years

11. Where are you currently employed? Owen Security

12. What is your current position? Owner

13. How long have you been with this company? 10+ years

Either in the space below, or on an attachment, please list any special skills or experience that you feel would strengthen the Downtown Development Authority. (*Professional experience, previous board experience, volunteerism, personality characteristics, et cetera may all be considered.)*

Downtown business for over 4 years and property owner for over 2 years.
Completed $1.2 million renovation at 101 West Main Street in 2020, which added downtown residential and returned a vacant building back to service.
Experience with business development and interested in economic development.
Would like to assist the DDA with promoting development incentives like tax credits and revolving loans.
Ongoing sponsor of events like the Downtown Pub Crawl. Former stage sponsor of Bluegrass Festival.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Resolution for Creation of Festival Zone
DEPARTMENT SUMMARY RECOMMENDATION:	This is to request the creation of a festival zone for an event held by Trey Benham with The Circle of Advancement on Saturday, April 24. The event will be held in Friendship Plaza and will not require any street or parking closures. Staff recommends approval of this request.
LEGAL:	N/A

Resolution No. -_____

of the

City of Cartersville, Georgia

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

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

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

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

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

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

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

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

ADOPTED this the 4th day of March 2021.

/s/_____
Matt Santini
Mayor

ATTEST:

/s/_____
Julia Drake
City Clerk

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Quiet Zone Consultant
DEPARTMENT SUMMARY RECOMMENDATION:	This consultant services agreement is for Atlas to advise and assist the City in the implementation of a Quiet Zone (QZ) for downtown. The cost for these services is $9,850. We are seeking permission for the Mayor to sign all related documents. This item is budgeted and will be funded from 2020 SPLOST.
LEGAL:	Agreement is being reviewed by legal and signing will be contingent on the final legal recommendation.

2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

February 26, 2021

Thomas W. Sanders, Jr., P.E., PTOE
Public Works Director
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

Subject: Proposal to Advise City Implementation of a Quiet Zone

Dear Mr. Sanders:

Atlas Technical Consultants is pleased to provide the proposal along with the scope of services, deliverables, fee, and project schedule for implementation of a Quiet Zone at the Carter Street, Cherokee Street, Main Street, West Avenue, and Leake Street crossings in Cartersville.

Atlas recommends all five of the proposed QZ crossings be equipped with Supplemental Safety Measure (SSM) four quadrant (4Q) gates. (Use of the alternative SSM, a center barrier adjacent to a crossing in lieu of 4Q gates, would require right in-right out with respect to streets paralleling railroad or businesses adjacent to crossings.) Importantly, a QZ with 4Q gates at all QZ crossings is not subject to being terminated by FRA due to crossing crash experience.

This proposal is based on Atlas advising and assisting the City with implementation of a QZ with 4Q gates at all five QZ crossings and where CSX Transportation would perform all of the construction to implement the QZ, except signing and marking to be performed by the City.

Please review the attached agreement that includes Exhibit "A" – Scope of Services, and Exhibit "B" – Cost. If you find this proposal acceptable, please sign and return at your earliest convenience. Thank you for this opportunity. If you have any questions, please call L.N. Manchi at 404-931-3791 or Dave Bearse at 770-263-5945.

Sincerely,

Todd I. Long, PE, PTOE
Southeast Region – GA Division Lead

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, between the **City of Cartersville,** a Georgia municipality with offices at 330 S. Erwin St, Cartersville, GA 30120 (hereinafter referred to as "CITY"), and **Atlas Technical Consultants LLC** with its local place of business located at 2450 Commerce Avenue, Suite 100, Duluth, Georgia 30096 (hereinafter referred to as "ATLAS").

WITNESSETH:

WHEREAS, CITY requires certain services and ATLAS possesses knowledge, experience and technical resources to provide such services.

WHEREAS, CITY desires to contract with ATLAS and ATLAS desires to accept and perform such services;

NOW THEREFORE, CITY and ATLAS, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services**. ATLAS hereby agrees to provide certain Services as defined and set forth in Exhibit "A" Scope of Services, which is attached hereto and incorporated herein by reference.

2. **Compensation**. In consideration of the Services to be rendered by ATLAS under this Agreement, CITY agrees to pay ATLAS in accordance with the labor categories and fees defined and set forth in Exhibit "B" Cost, which is attached hereto and incorporated herein by reference.

3. **Payment for Services**. CITY agrees to pay invoices within thirty (30) days of receipt. Interest at the rate of one and one-half percent (1.5%) per month shall be payable on any amounts which are due but unpaid after thirty (30) days after receipt of such invoice. ATLAS reserves the right to suspend the performance of Services, or to immediately terminate this Agreement in the event any invoice remains unpaid for sixty (60) days. In the event it is necessary for ATLAS to utilize the services of an attorney for the collection of unpaid amounts, CITY agrees to pay ATLAS's reasonable attorney's fees directly attributable to such collection efforts.

4. **Limitation of Liability**. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate of ATLAS and ATLAS's officers, directors, partners, employees, agents and subconsultants, and any of them, to CITY and anyone claiming by, through or under CITY, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ATLAS or ATLAS's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total actual compensation received by ATLAS pursuant to this Agreement, or the total amount of $10,000.00, whichever is greater.

5. **Standard of Care.** Services provided by ATLAS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. **Delays.** ATLAS agrees to make good faith efforts to comply with reasonable schedule requirements requested by CITY. Notwithstanding the foregoing, ATLAS shall not be responsible for delays caused by factors beyond ATLAS's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of CITY to furnish timely information or approve or disapprove of ATLAS's services or instrumentalities of service, or delays caused by faulty performance by CITY or by contractors of any level.

7. **Indemnification**. ATLAS agrees to indemnify and hold CITY harmless from and against suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of ATLAS, its officers, agents and employees.

8. **Independent Contractor Status.** It is understood and agreed between the parties hereto that ATLAS (including any agents, employees, subcontractors, successors and assigns of ATLAS), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of CITY. ATLAS acknowledges responsibility for all federal, state, and local requirements for employers which apply to ATLAS.

9. **Records.** ATLAS shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers, relative thereto, available to CITY and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and all other pending matters are closed.

10. **Jurisdiction and Venue.** CITY and ATLAS stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of ATLAS out of which this Agreement arises.

11. **Employment.** CITY warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither CITY nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of ATLAS.

12. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of CITY and ATLAS and their respective successors and assigns. ATLAS shall have the right to assign this Agreement without CITY'S prior written consent in the event ATLAS shall hereafter affect a corporate reorganization, consolidate with, or merge into, any entity that controls, is controlled by, or is in common control with the ATLAS.

13. **Entire Agreement**. This Agreement constitutes the entire agreement between CITY and ATLAS with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between CITY and ATLAS respecting the subject matter hereof. All individuals executing this Agreement on behalf of CITY hereby expressly warrant that they are specifically authorized to execute same on behalf of CITY.

14. **Amendment of Agreement**. This Agreement may be altered or amended only by written instrument signed by CITY and ATLAS.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CITY:

CITY OF CARTERSVILLE	**ATLAS TECHNICAL CONSULTANTS LLC**
By: _____	By:_____
Title: _____	Title:_____
Date: _____	Date:_____

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services: Advice and Assist City in the Implementation of a Quiet Zone (QZ) at the Carter Street, Cherokee Street, Main Street, West Avenue, and Leake Street Crossings:

1. Atlas will obtain all necessary data required to update USDOT crossing inventory and update crossing inventory accordingly.
2. Atlas will assist City in contacting the Federal Railroad Administration (FRA) to initiate the QZ implementation process.
3. Atlas will complete CSX Transportation (CSXT) QZ data form. (City to submit form and $6,000 fee to CSXT.)
4. Atlas will schedule and attend Diagnostic Review of crossings (FRA, CSXT, GDOT, City)
5. Atlas will prepare Notice of Intent (NOI) and NOI distribution list. (City to handle distribution.)
6. Atlas will review and as necessary respond to comments to NOI (60 day comment period).
7. Atlas on behalf of City will request Preliminary Engineering (PE) estimate and agreement from CSXT. (City to submit executed PE agreement and deposit in the amount of CSXT's PE estimate to CSXT. Atlas rudimentary estimate of the CSXT PE estimate is $150,000. City is refunded difference if CSXT's actual PE expenses are lower, or make additional payment if expenses are higher.)
8. Atlas will review CSXT design, CSXT Force Account Estimate (FAE), and Force Account Agreement (FAA), and communicate any concerns to CSXT. (FAE is CSXT's estimate of its expense to perform the work. City to execute FAA and submit to CSXT.)
9. Atlas to prepare signing and marking plans for City. (City to arrange for execution of work that will be very minor in character.)
10. Atlas to keep abreast of and inform City of CSXT construction schedule and work.
11. Atlas to prepare Notice of Establishment (NOE) and NOE distribution list. (City to handle distribution.)
12. Atlas to revise USDOT crossing inventory upon implementation of QZ.

Deliverables:

a. Initial updated USDOT crossing inventory forms
b. Completed CSXT QZ data form
c. Diagnostic Review notes
d. Notice of Intent and distribution list
e. Responses to NOI
f. Notice of Establishment and distribution list
g. Updated USDOT forms after QZ establishment

SCOPE OF SERVICES - SCHEDULE

Time to complete (months)	**Scope Steps**	**Activity**
2.5	1-3	Initiate QZ Implementation (based on one month each City to transmit and CSXT to process $6,000 fee)
4	4-6	Schedule and complete Diagnostic Review, and NOI including 60 day comment
2.5	7	Preliminary Engineering Agreement (based on two weeks CSXT to prepare PE estimate, one month City to submit executed agreement and PE deposit to CSXT, and one month for CSXT to execute agreement)
5	(CSXT)	CSXT completes PE and submits crossing signal design and FAE
2	8	City and CSXT execute Construction Agreement (one month each)
4	9	CSXT orders material and shop-wires equipment enclosures, and schedules construction force
6	9-10	CSXT Construction, and City signing and marking
1	11-12	NOE and QZ implementation complete

Most of the time to complete is for City and CSXT activities beyond Atlas' control. Time estimates for City and CSXT estimates based on Atlas' experience.

EXHIBIT "B"

COST

Tasks	Personnel	Hours	Rate	Cost
Initiate Process	Sr Transportation Engr	6	$140	$840
	Transportation Engr I	2	$100	$200
Diagnostic Review	Sr Transportation Engr	10	$140	$1,400
	Transportation Engr II	5	$125	$625
Notice of Intent	Sr Transportation Engr	6	$140	$840
Preliminary Engineering	Sr Transportation Engr	20	$140	$2,800
Construction	Sr Transportation Engr	5	$140	$700
Notice of Establishment	Sr Transportation Engr	6	$140	$840
	Transportation Engr I	2	$100	$200
Project Mgmt/QC	Traffic Dept Mgr	4	$200	$800
Direct Cost Traffic Count				$500
Direct Cost (Mileage)				$105
Total QZ Implementation Assistance				$9,850

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	GA Power Encroachment Agreement Cassville-White Road SP-21-001
DEPARTMENT SUMMARY RECOMMENDATION:	This is the Encroachment Agreement between the City and Georgia Power Company prepared by Georgia Power Company giving rights to the Gas System to construct the proposed natural gas facilities for this project within Georgia Power Company's existing easements and right-of-ways. This has been reviewed and approved by the City Attorney's office. I recommend the City enter this Agreement with Georgia Power and execute this Agreement.
LEGAL:	This was approved by the City Attorney's office.

Memorandum .....

To: Michael Hill, System Director

Cc: Michael Dickson, Assistant Director

From: Brian Friery, Gas System Engineer

Date: February 23, 2021

RE: Georgia Power Company Encroachment Agreement
Natural Gas Main Extension
Cassville-White Road-Core5 Cass White Industrial
Cartersville Project No. SP-21-001

As you know, the construction route of the above referenced project encroaches within existing easements and right-of-ways owned by Georgia Power Company. Attached, therefore, is an Encroachment Agreement between the City and Georgia Power Company prepared by Georgia Power Company giving rights to the Gas System to construct the proposed natural gas facilities for this project within Georgia Power Company's existing easements and right-of-ways.

Since this Agreement is a standard form of Georgia Power Company and the Agreement has been reviewed and approved by the City Attorney's office, I recommend the City enter this Agreement with Georgia Power Company and execute this Agreement.

City of Cartersville
GAS SYSTEM
P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # _____
APPLICATION # **165967**

SUBJECT: **CARTERSVILLE #11- CARTERSVILLE #14 TRANSMISSION LINE RIGHT-OF-WAY**

The **GEORGIA POWER COMPANY**, hereinafter called the "Power Company," hereby consents for **CITY OF CARTERSVILLE GAS SYSTEM**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way varying in width from 100 feet to 50 feet in width and extending in part through Land Lot(s) 155**, 5th** District, of Bartow County, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as **Exhibit A**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **gas lines (service line, line extension, and associated approvements and easements),** at the locations and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on the subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.

2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").

3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.

4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.

5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30, et. seq. (HIGH-VOLTAGE SAFETY ACT), and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.

6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.

7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's representative in Rome, Georgia, Phone: (706) 236-1121, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

8. To the extent permitted by applicable law the Undersigned agrees to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or dam

property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorneys' fees, costs of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than $2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. *A planted low growing tree* is defined as a tree which grows no more than fifteen (15) feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the 31st of March, 2021, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20___.

UNDERSIGNED

WITNESS: _____

NOTARY PUBLIC: _____

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20___.

GEORGIA POWER COMPANY

WITNESS: _____

NOTARY PUBLIC: _____

BY: _____

NAME: David Henson

TITLE: Area Transmission Maintenance Supervisor

EXHIBIT A
TO ENCROACHMENT AGREEMENT FOR EASEMENT

Power Company Initials: _____

Undersigned Initials: _____

GA POWER ENCROACHMENT EXHIBIT

FOR

CORE5 CASS WHITE
INDUSTRIAL

Project Location
800 Cass White Road
Land Lot 155
of the 5th District, 3rd Section
Bartow County,
City of Cartersville, Georgia

Prepared by:

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

114 Old Mill Road
Cartersville, Ga 30120

Job #20099
Georgia Power
EV Number: 165967
Applicant: David Nelson
Drawing Scale: 1 inch= 40 ft
Drawing Date: 1/20/21
Engineer: Missael Gonzalez

**Grading shall be performed exactly as shown on Core5 Cass White Industrial dated November 11th, 2020, last revised January 13, 2021, prepared by Southland Engineering, Sheet C401, incorporated by reference hereto, a copy of which is on file with Georgia Power*.

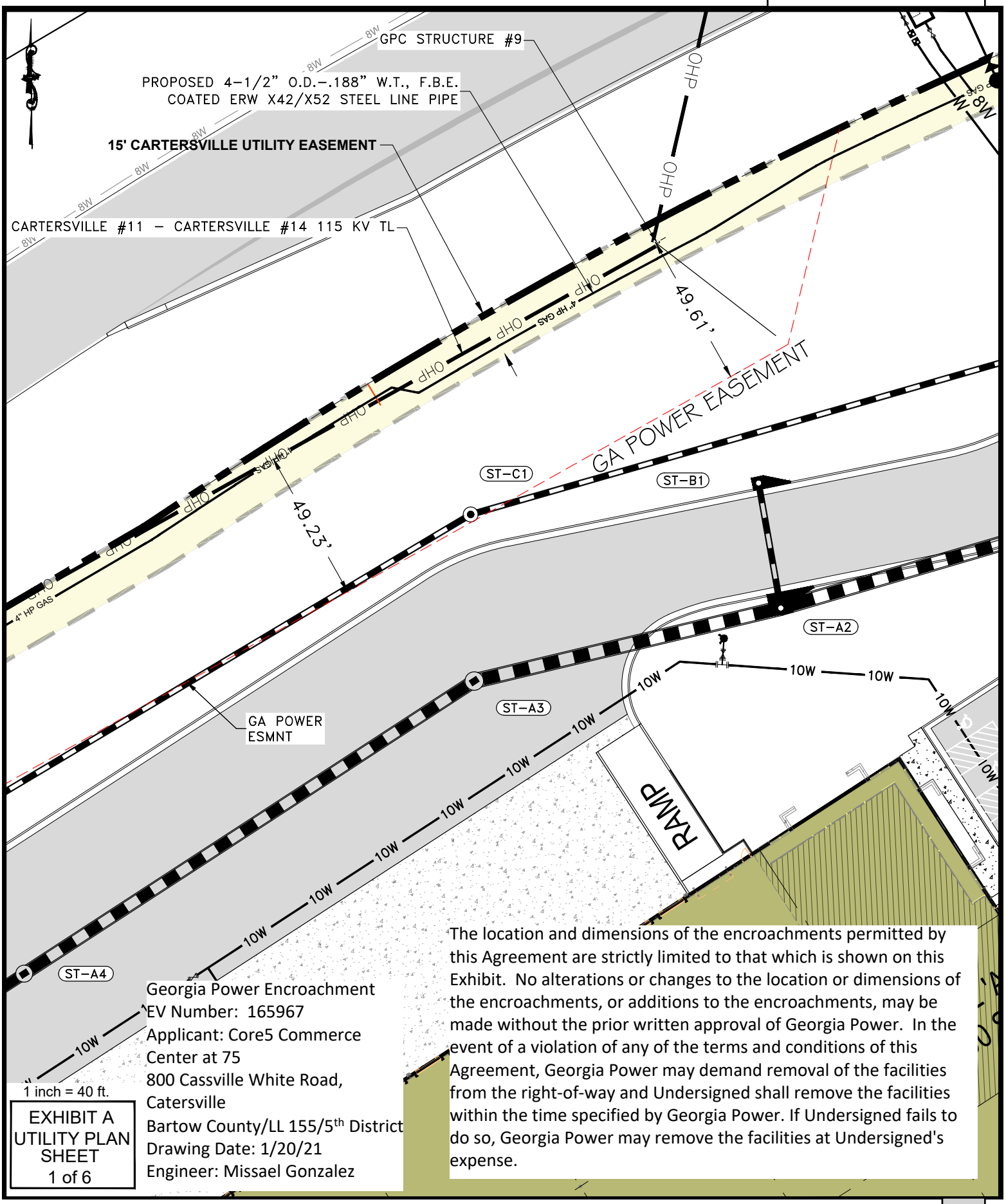
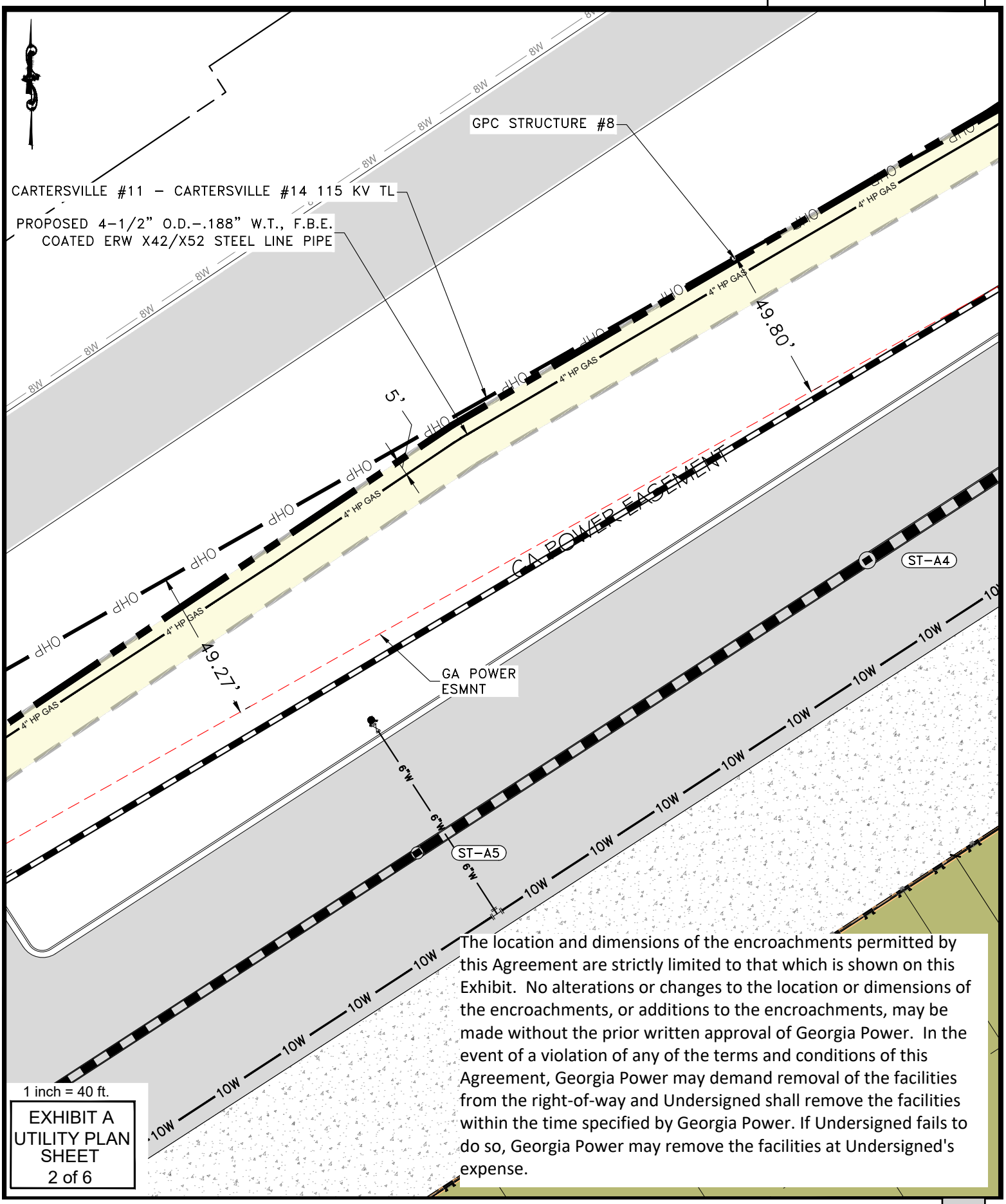


EXHIBIT A
UTILITY PLAN
SHEET
1 of 6

Georgia Power Encroachment
EV Number: 165967
Applicant: Core5 Commerce Center at 75
800 Cassville White Road, Catersville
Bartow County/LL 155/5th District
Drawing Date: 1/20/21
Engineer: Missael Gonzalez

The location and dimensions of the encroachments permitted by this Agreement are strictly limited to that which is shown on this Exhibit. No alterations or changes to the location or dimensions of the encroachments, or additions to the encroachments, may be made without the prior written approval of Georgia Power. In the event of a violation of any of the terms and conditions of this Agreement, Georgia Power may demand removal of the facilities from the right-of-way and Undersigned shall remove the facilities within the time specified by Georgia Power. If Undersigned fails to do so, Georgia Power may remove the facilities at Undersigned's expense.



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1 inch = 40 ft.

EXHIBIT A
UTILITY PLAN
SHEET
2 of 6

Georgia Power Encroachment
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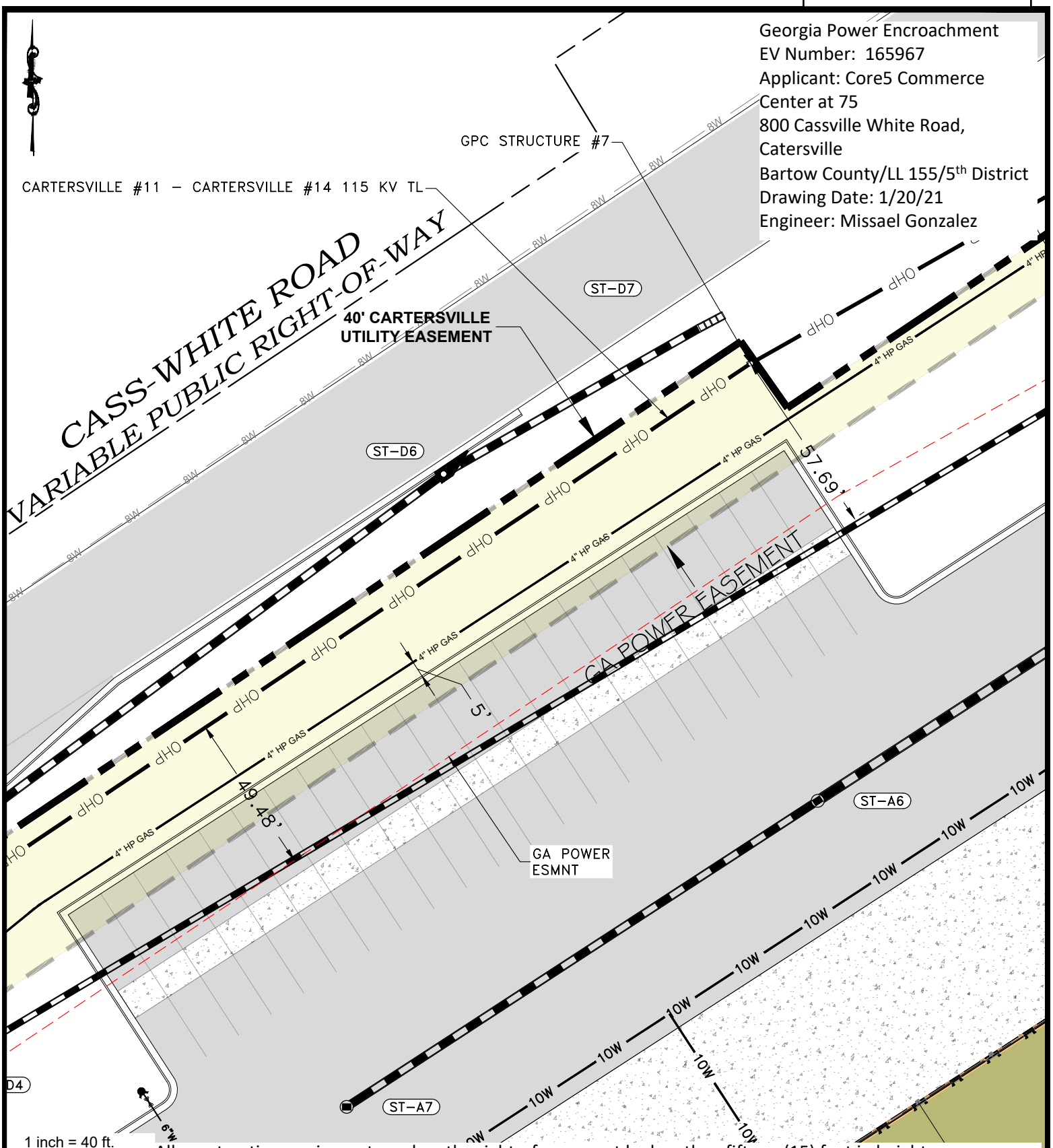

1 inch = 40 ft.

EXHIBIT A
UTILITY PLAN
SHEET
3 of 6

All construction equipment used on the right-of-way must be less than fifteen (15) feet in height.
Clearance of 10' should be maintained from conductors during construction at all times
Ingress and egress for operating and maintenance purposes should be available at all times.
Grading activities that result in standing water or create erosion around any Company facilities are prohibited.

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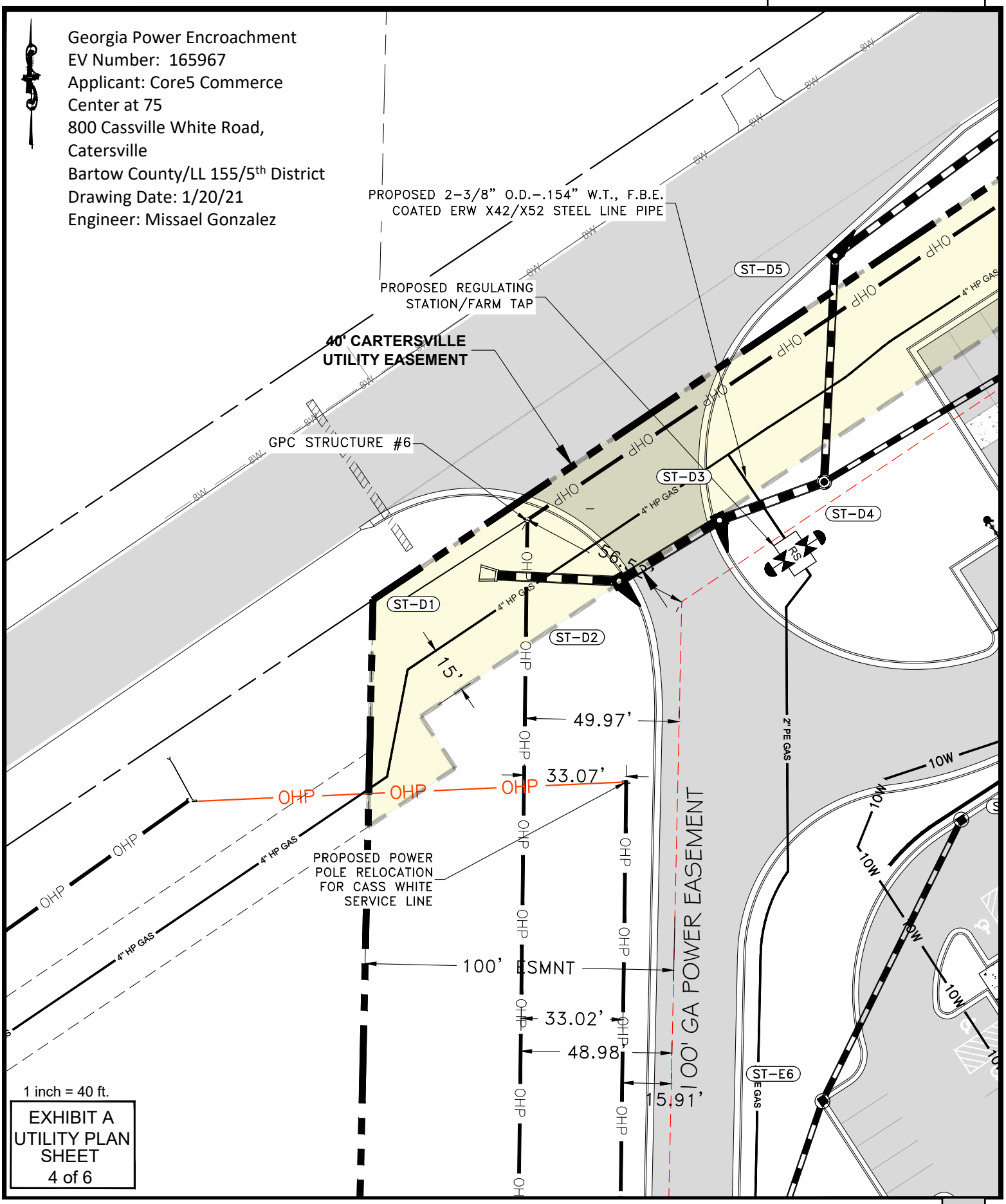
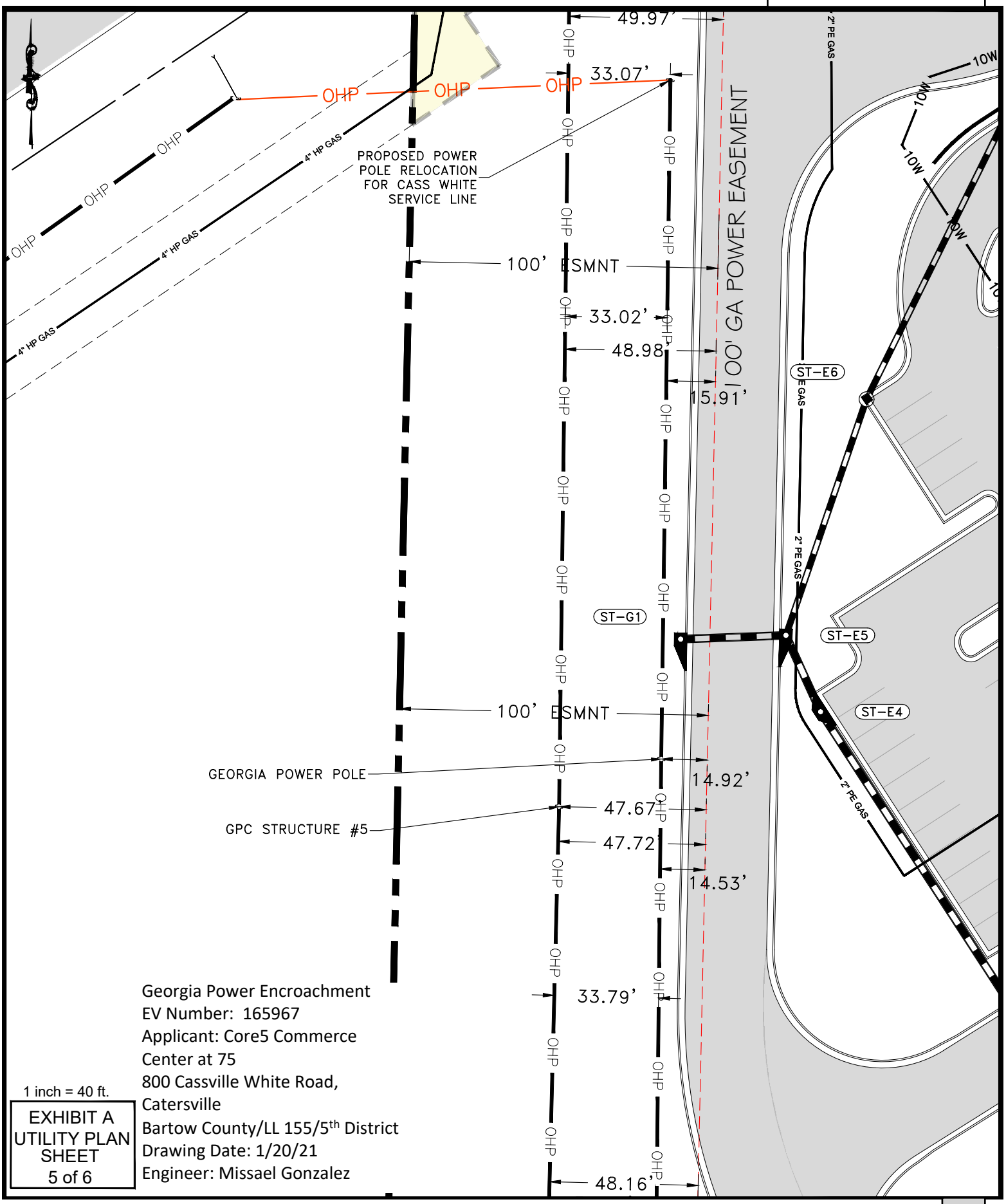


EXHIBIT A
UTILITY PLAN
SHEET
4 of 6



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Drawing Date: 1/20/21
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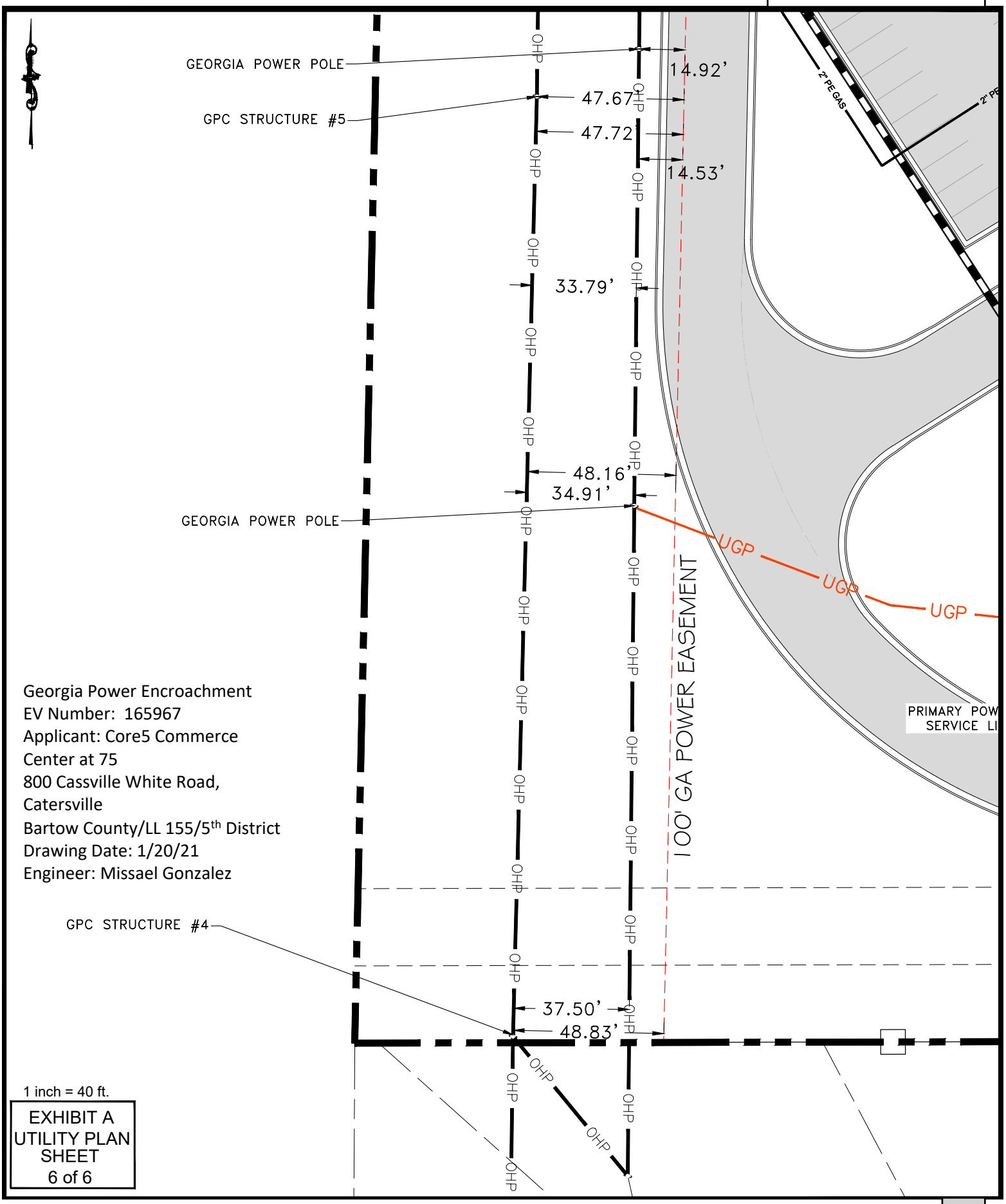
EXHIBIT A
UTILITY PLAN
SHEET
5 of 6



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EV Number: 165967
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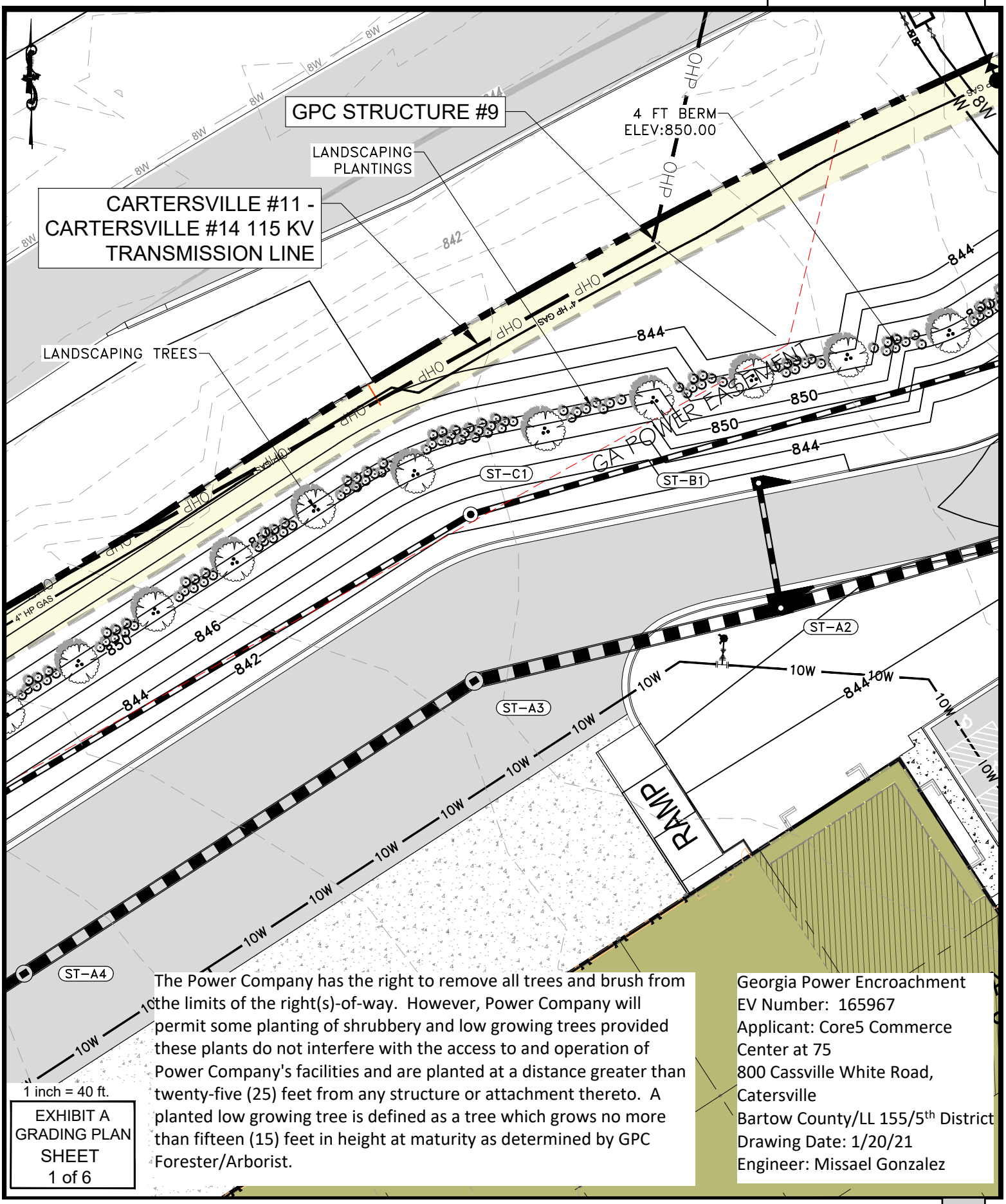
EXHIBIT A
UTILITY PLAN
SHEET
6 of 6



The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and low growing trees provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A planted low growing tree is defined as a tree which grows no more than fifteen (15) feet in height at maturity as determined by GPC Forester/Arborist.

1 inch = 40 ft.

EXHIBIT A
GRADING PLAN
SHEET
1 of 6

Georgia Power Encroachment
EV Number: 165967
Applicant: Core5 Commerce Center at 75
800 Cassville White Road, Catersville
Bartow County/LL 155/5th District
Drawing Date: 1/20/21
Engineer: Missael Gonzalez

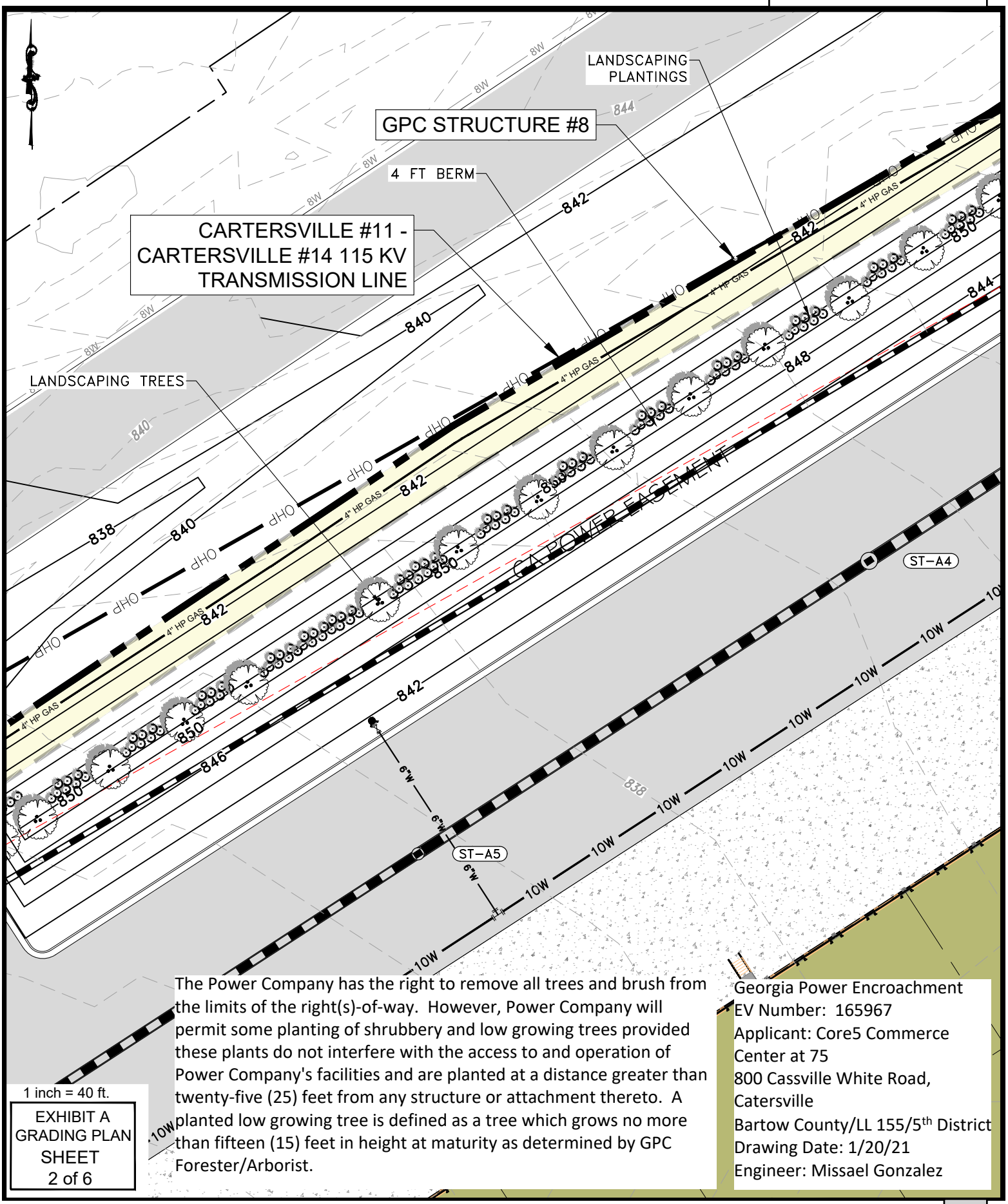


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EXHIBIT A
GRADING PLAN
SHEET
2 of 6

Georgia Power Encroachment
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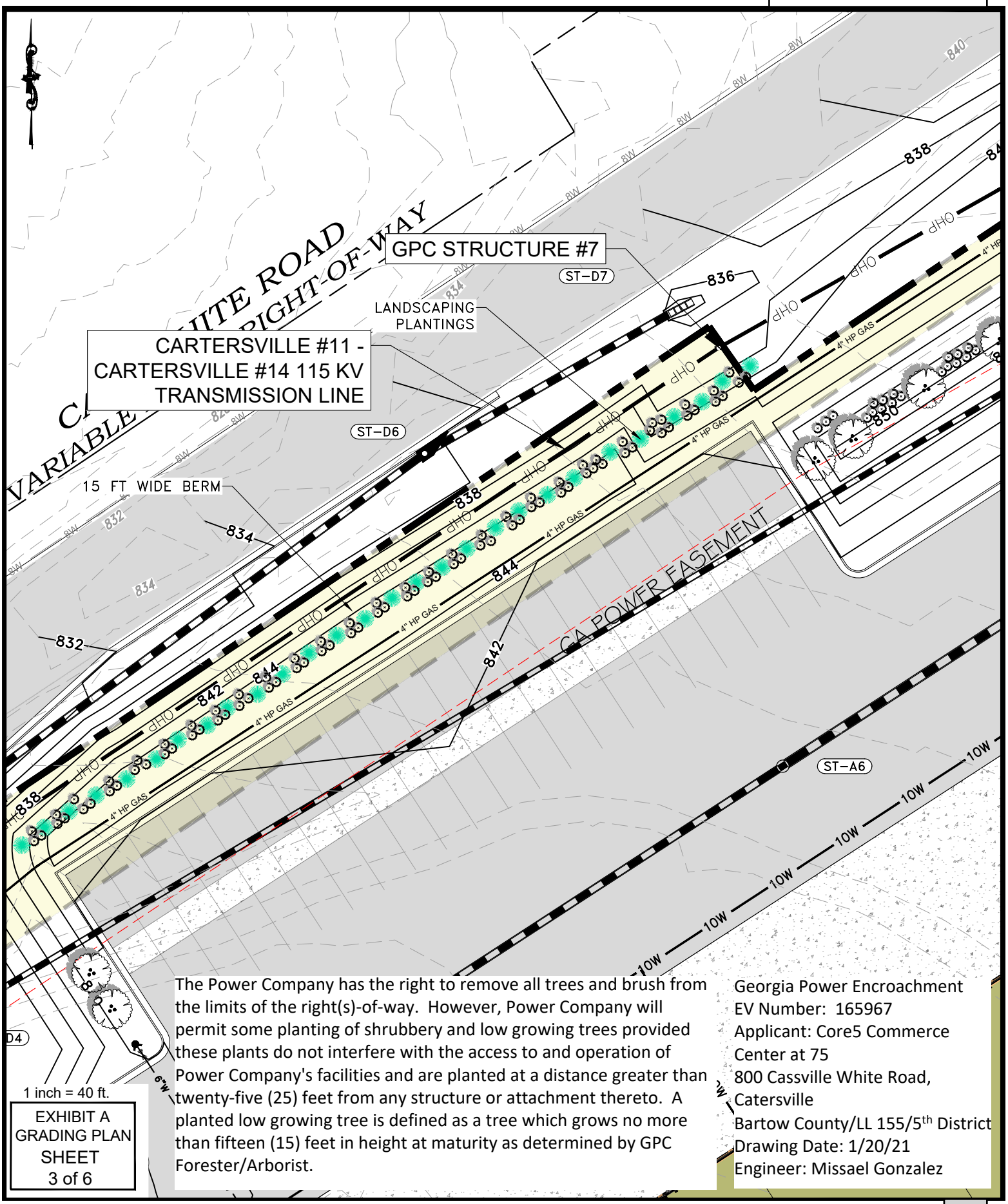

EXHIBIT A
GRADING PLAN
SHEET
3 of 6

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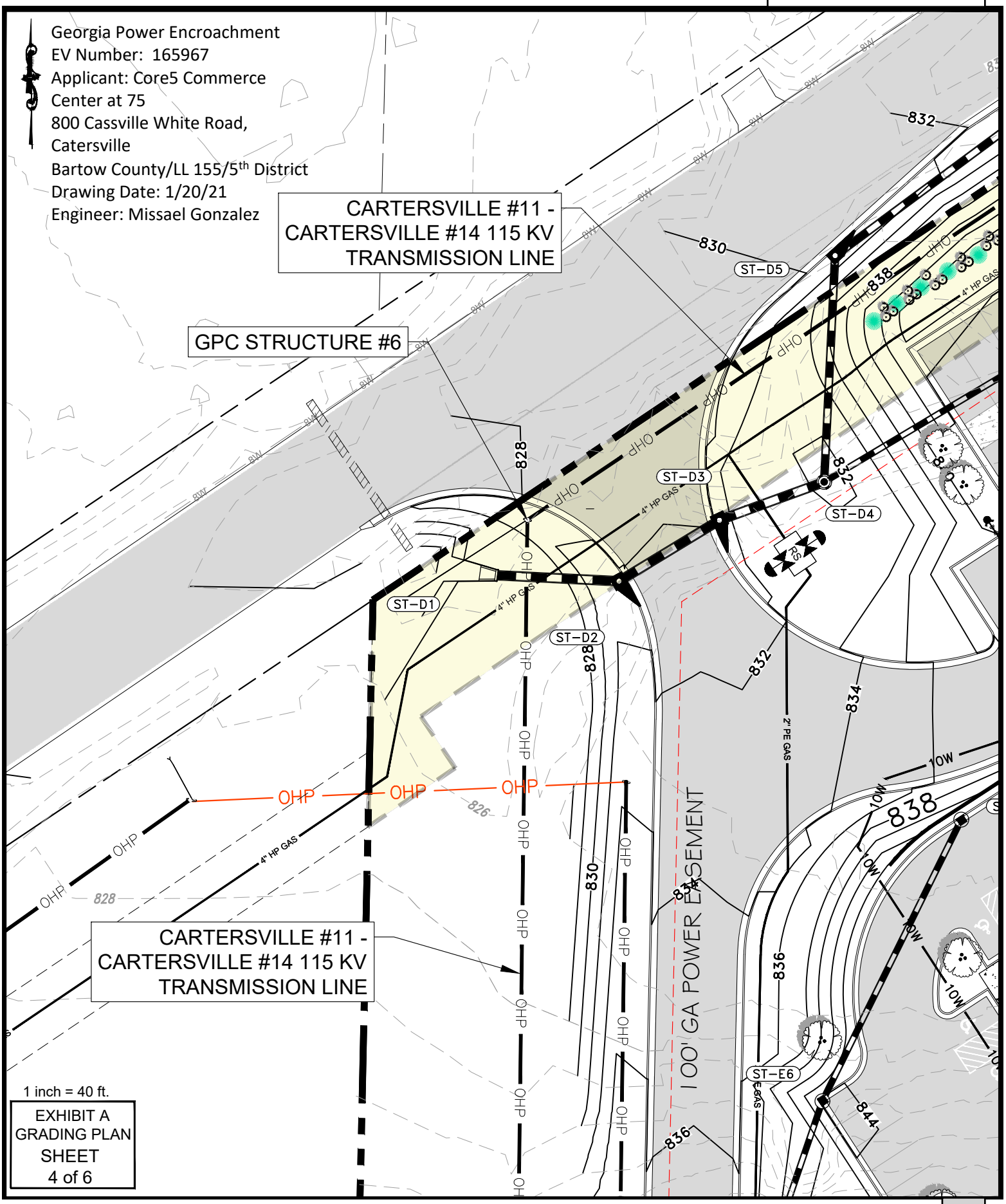

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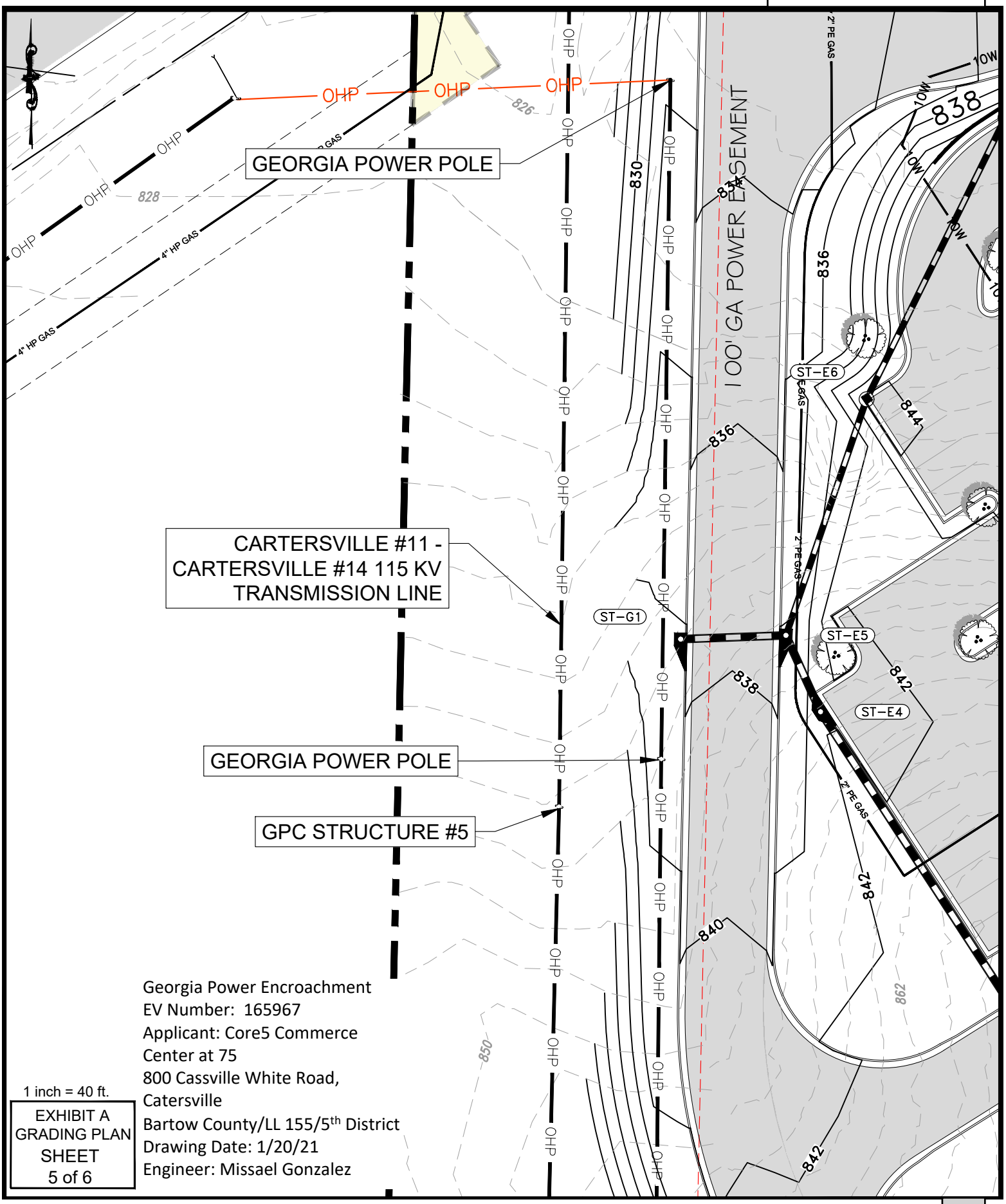
EXHIBIT A
GRADING PLAN
SHEET
4 of 6



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Bartow County/LL 155/5th District
Drawing Date: 1/20/21
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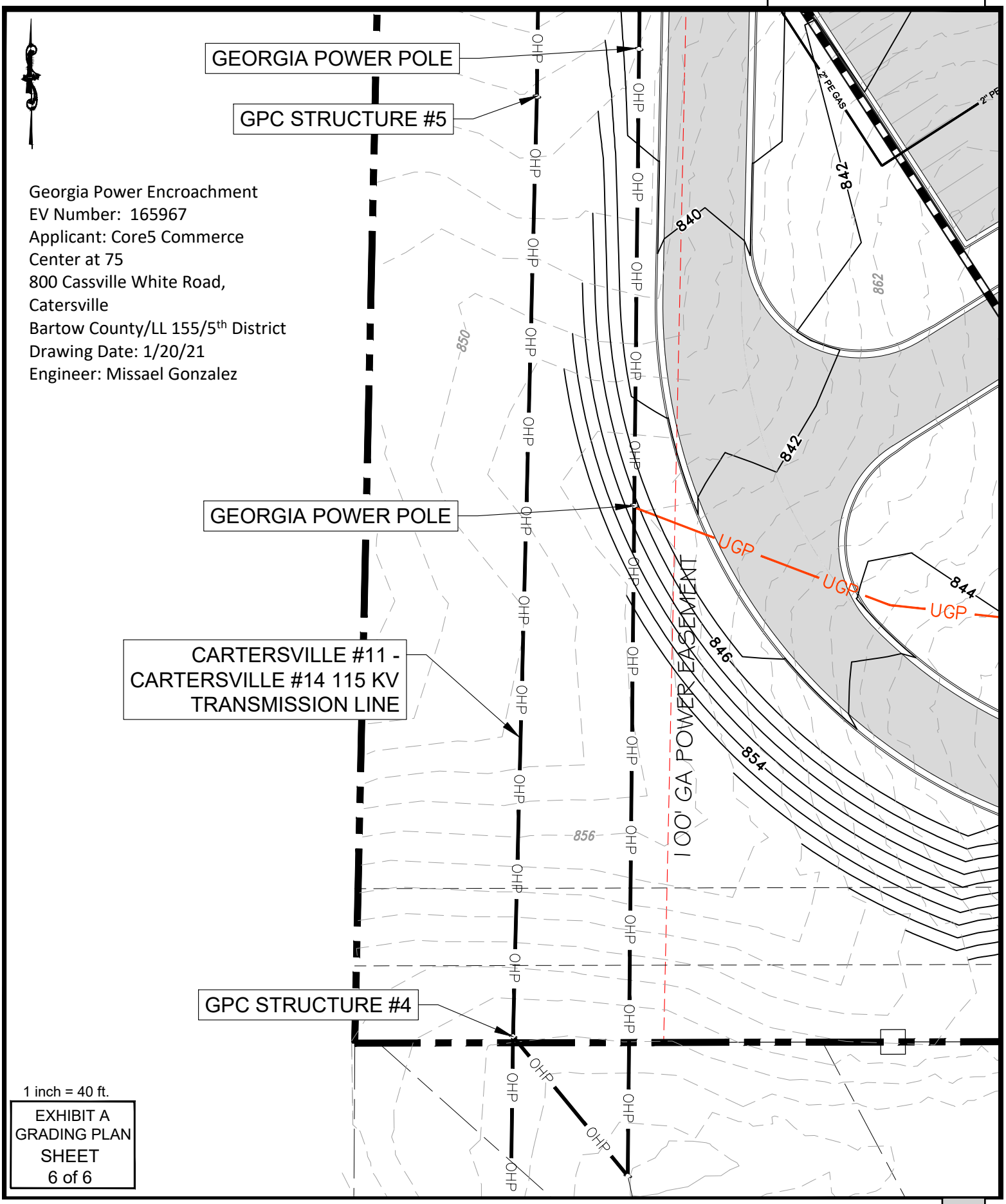
EXHIBIT A
GRADING PLAN
SHEET
5 of 6



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Drawing Date: 1/20/21
Engineer: Missael Gonzalez

1 inch = 40 ft.

EXHIBIT A
GRADING PLAN
SHEET
6 of 6

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	GA Power Encroachment Agreement Carson Loop SP-21-002
DEPARTMENT SUMMARY RECOMMENDATION:	This is the Encroachment Agreement between the City and Georgia Power Company prepared by Georgia Power Company giving rights to the Gas System to construct the proposed natural gas facilities for this project within Georgia Power Company's existing easements and right-of-ways. This has been reviewed and approved by the City Attorney's office. I recommend the City enter this Agreement with Georgia Power and execute this Agreement.
LEGAL:	This was approved by the City Attorney's office.

Memorandum .....

To: Michael Hill, System Director

Cc: Michael Dickson, Assistant Director

From: Brian Friery, Gas System Engineer

Date: February 23, 2021

RE: Georgia Power Company Encroachment Agreement
Natural Gas Main Extension
Carson Loop-Carson Industrial Hillwood
Cartersville Project No. SP-21-002

As you know, the construction route of the above referenced project encroaches within existing easements and right-of-ways owned by Georgia Power Company. Attached, therefore, is an Encroachment Agreement between the City and Georgia Power Company prepared by Georgia Power Company giving rights to the Gas System to construct the proposed natural gas facilities for this project within Georgia Power Company's existing easements and right-of-ways.

Since this Agreement is a standard form of Georgia Power Company and the Agreement has been reviewed and approved by the City Attorney's office, I recommend the City enter this Agreement with Georgia Power Company and execute this Agreement.

City of Cartersville
GAS SYSTEM
P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # _____
APPLICATION # E162305

SUBJECT: **CARTERSVILLE #11 – CARTERSVILLE #14 115 KV TRANSMISSION LINE**

The **GEORGIA POWER COMPANY**, hereinafter called the "Power Company," hereby consents for **City of Cartersville Gas System**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way varying in width but including 25 feet behind the poles and extending in part through Land Lot 154**,** 5th District, of Bartow County, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as **Exhibit A**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of natural gas service (4" and 2" lines, regulating station, and associated hardware), at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on the subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.

2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").

3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.

4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.

5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30, et. seq. (HIGH-VOLTAGE SAFETY ACT), and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.

6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.

7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's representative in Rome, Georgia, Phone: (706) 236-1121, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

8. To the extent permitted by applicable law the Undersigned agrees to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or dam

property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorneys' fees, costs of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than $2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. *A planted low growing tree* is defined as a tree which grows no more than fifteen (15) feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the 31st of January, 2021, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20___.

UNDERSIGNED

WITNESS: _____

BY: _____

NAME: _____

NOTARY PUBLIC: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20___.

GEORGIA POWER COMPANY

WITNESS: _____

BY: _____

NAME: David Henson

NOTARY PUBLIC: _____

TITLE: Area Transmission Maintenance Supervisor

EXHIBIT A
TO ENCROACHMENT AGREEMENT FOR EASEMENT

Power Company Initials: _____

Undersigned Initials: _____

GA POWER ENCROACHMENT EXHIBIT

FOR

CARSON INDUSTRIAL

HILLWOOD

Project Location
Carson Loop NW
Land Lot 154
of the 5th District, 3rd Section
Bartow County,
City of Cartersville, Georgia

Prepared by:

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

114 Old Mill Road
Cartersville, Ga 30120

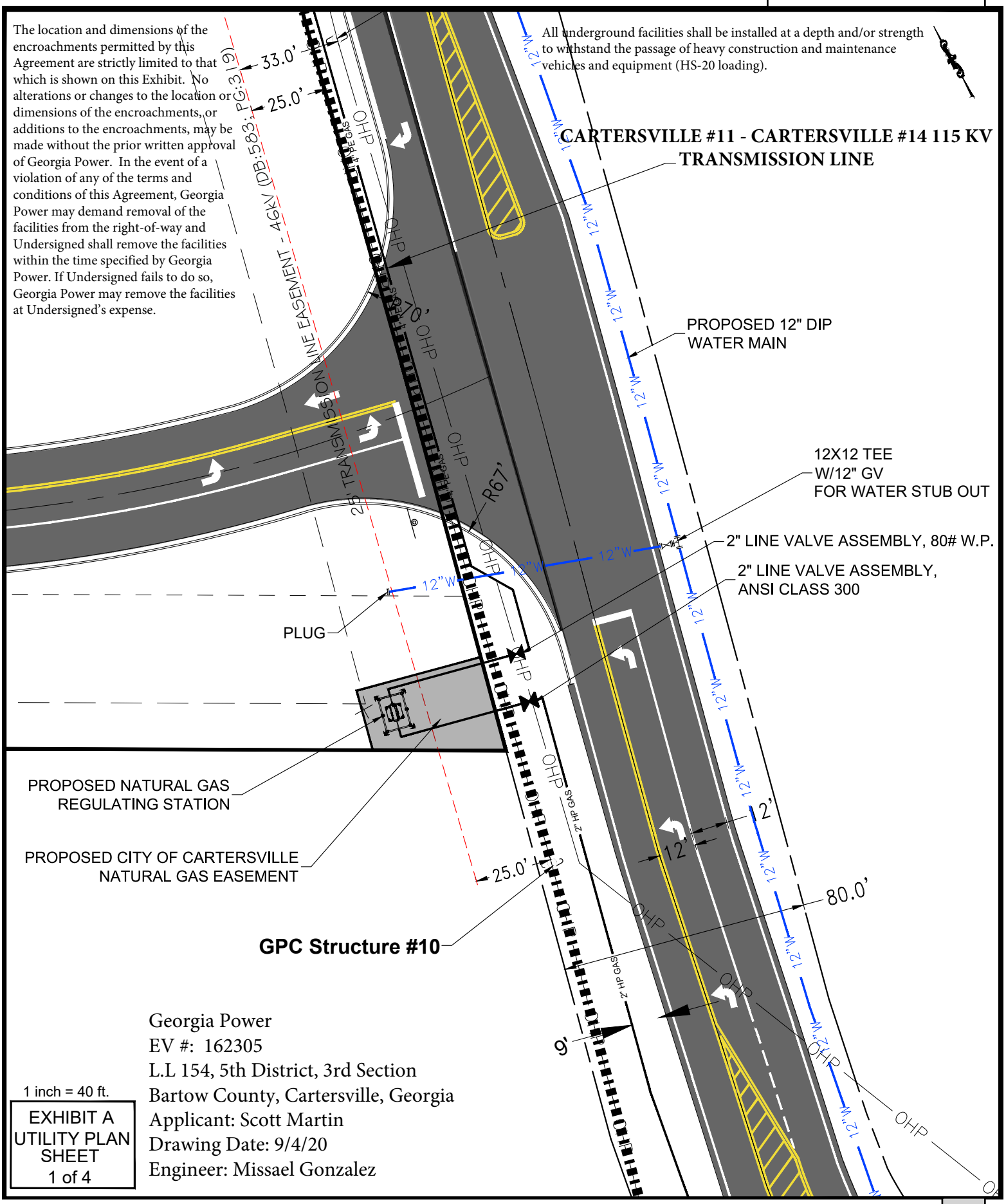
Job #20034
Georgia Power
EV Number: 162305
Applicant: Scott Martin
Drawing Scale: 1 inch= 40 ft
Drawing Date: 9/4/20
Engineer: Missael Gonzalez

**Grading shall be performed exactly as shown on Carson Industrial Hillwood dated September 4th, 2020, last revised October 15, 2020, prepared by Southland Engineering, Sheet C401, incorporated by reference hereto, a copy of which is on file with Georgia Power.*

EXHIBIT A: CARSON LOOP ENCROACHMENT AGREEMENT

The location and dimensions of the encroachments permitted by this Agreement are strictly limited to that which is shown on this Exhibit. No alterations or changes to the location or dimensions of the encroachments, or additions to the encroachments, may be made without the prior written approval of Georgia Power. In the event of a violation of any of the terms and conditions of this Agreement, Georgia Power may demand removal of the facilities from the right-of-way and Undersigned shall remove the facilities within the time specified by Georgia Power. If Undersigned fails to do so, Georgia Power may remove the facilities at Undersigned's expense.

All underground facilities shall be installed at a depth and/or strength to withstand the passage of heavy construction and maintenance vehicles and equipment (HS-20 loading).



Georgia Power
EV #: 162305
L.L 154, 5th District, 3rd Section
Bartow County, Cartersville, Georgia
Applicant: Scott Martin
Drawing Date: 9/4/20
Engineer: Missael Gonzalez

1 inch = 40 ft.

EXHIBIT A
UTILITY PLAN
SHEET
1 of 4

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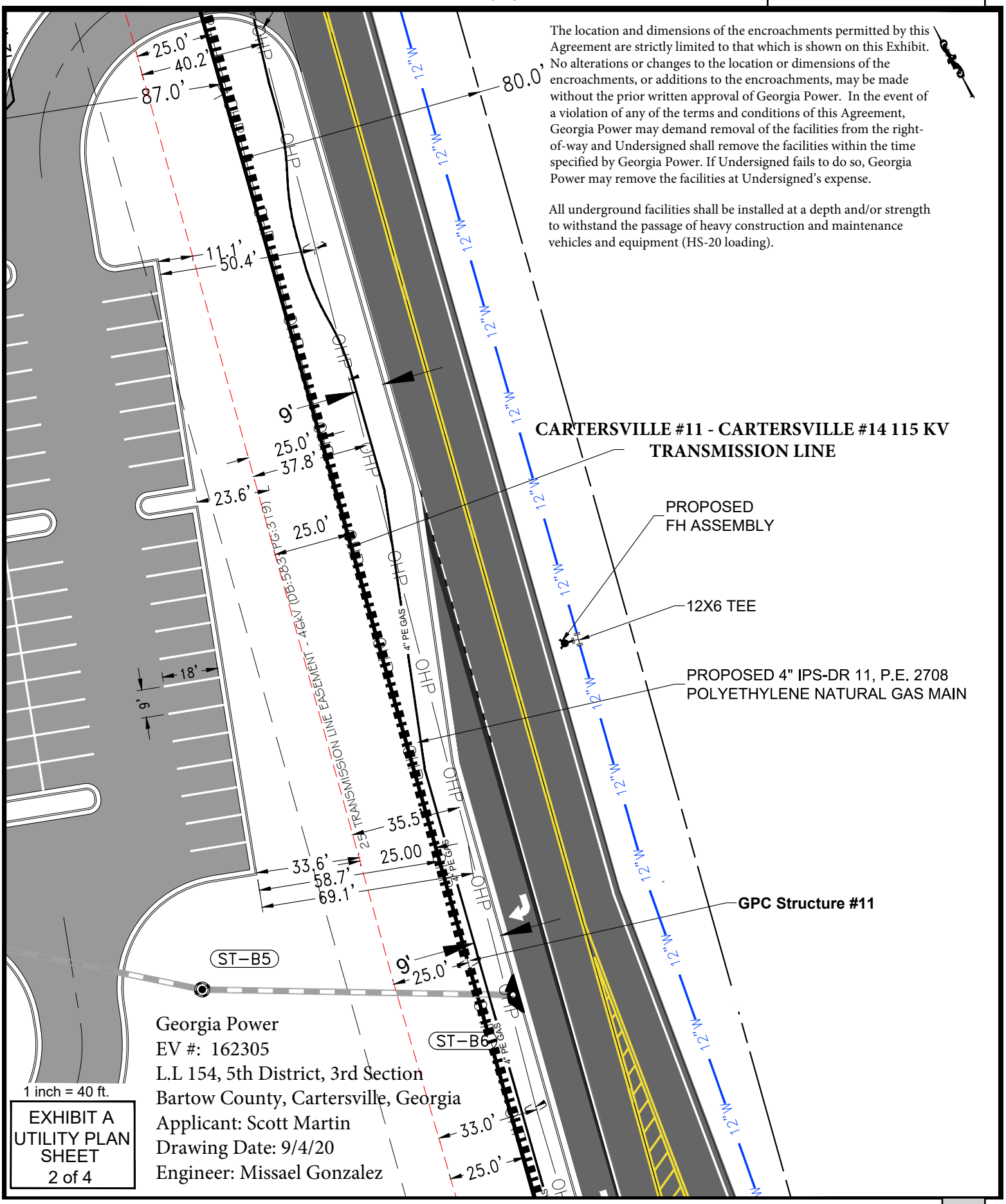

Georgia Power
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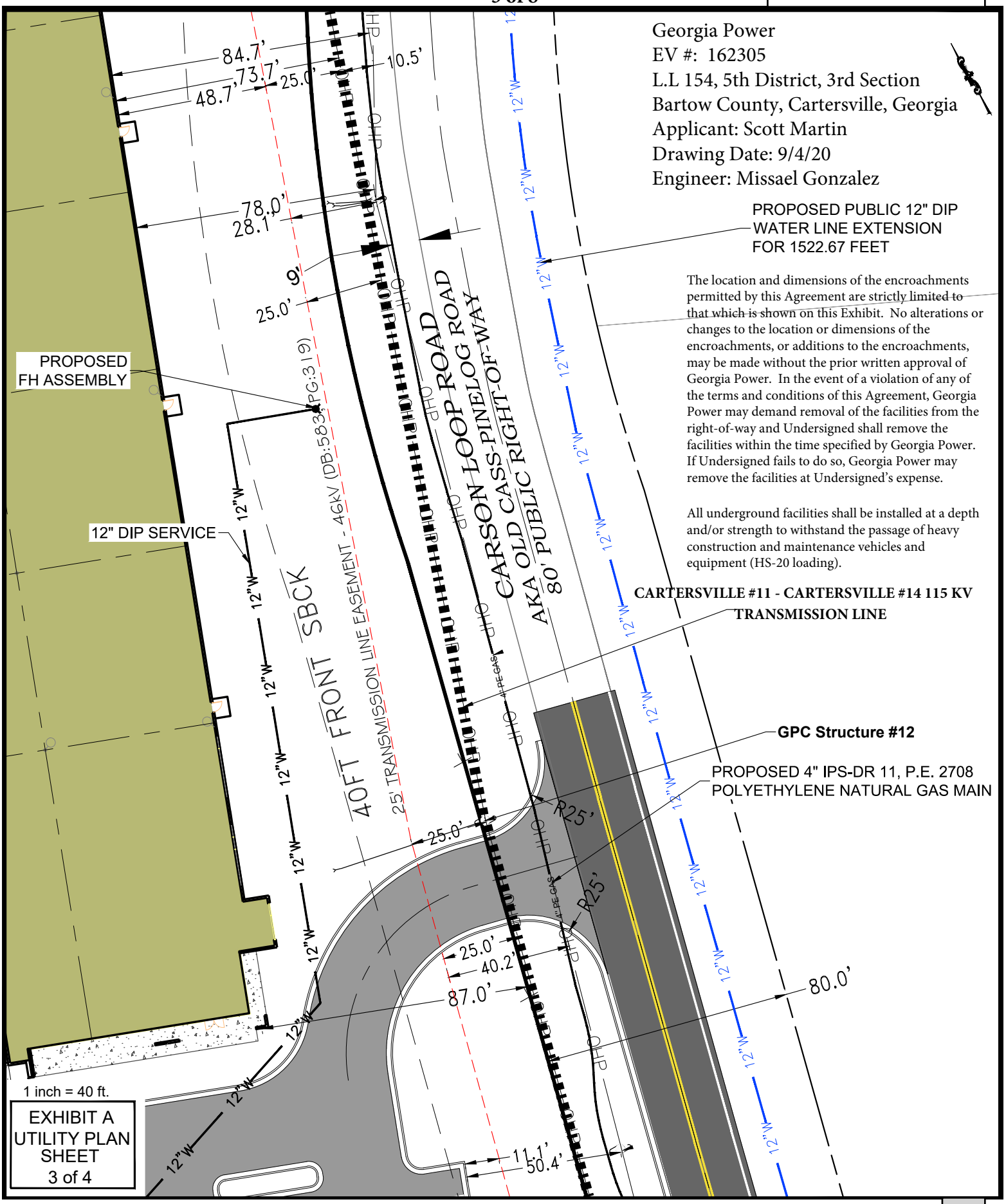
L.L 154, 5th District, 3rd Section
Bartow County, Cartersville, Georgia
Applicant: Scott Martin
Drawing Date: 9/4/20
Engineer: Missael Gonzalez

1 inch = 40 ft.

EXHIBIT A
UTILITY PLAN
SHEET
2 of 4

EXHIBIT A: CARSON LOOP ENCROACHMENT AGREEMENT



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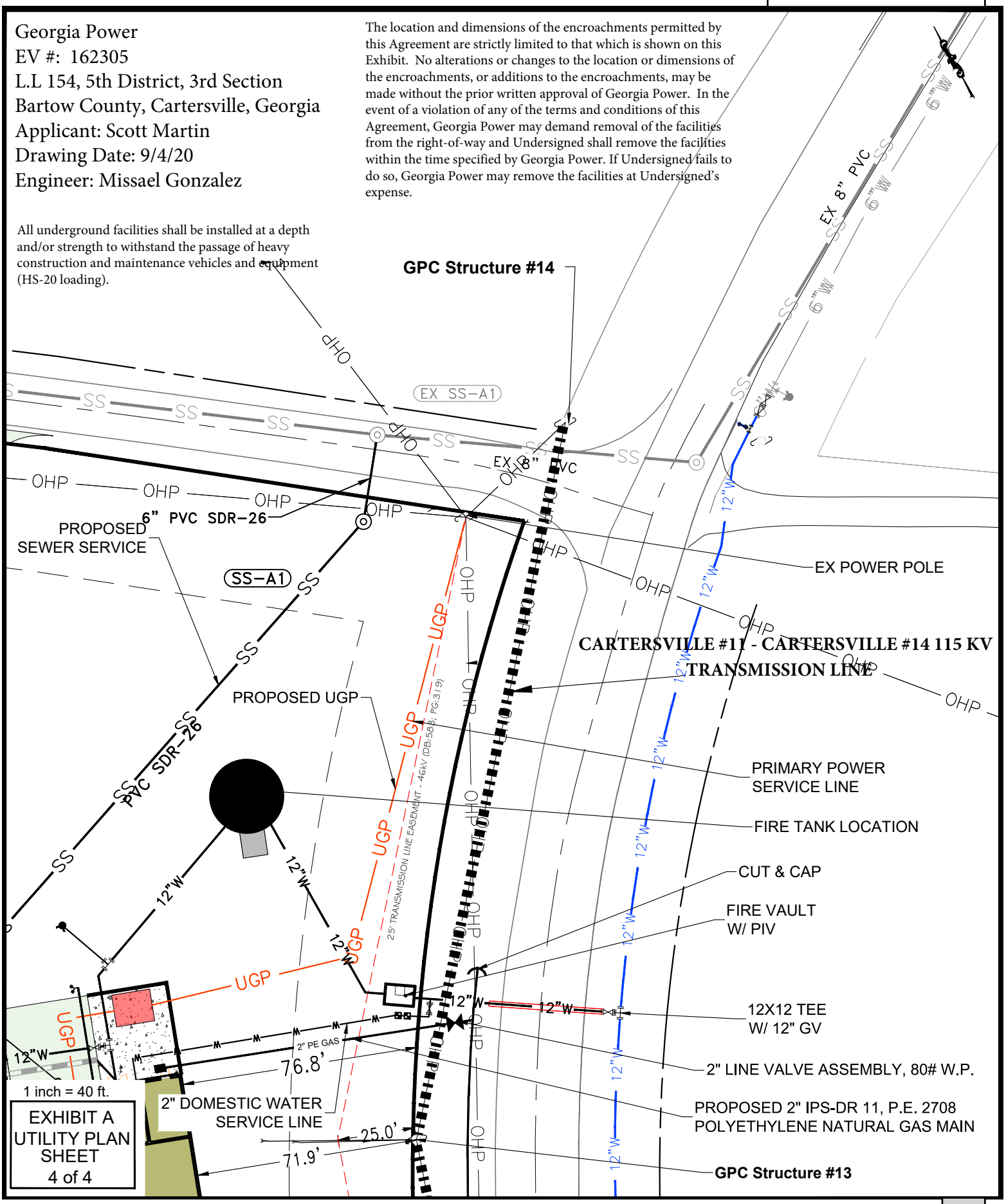

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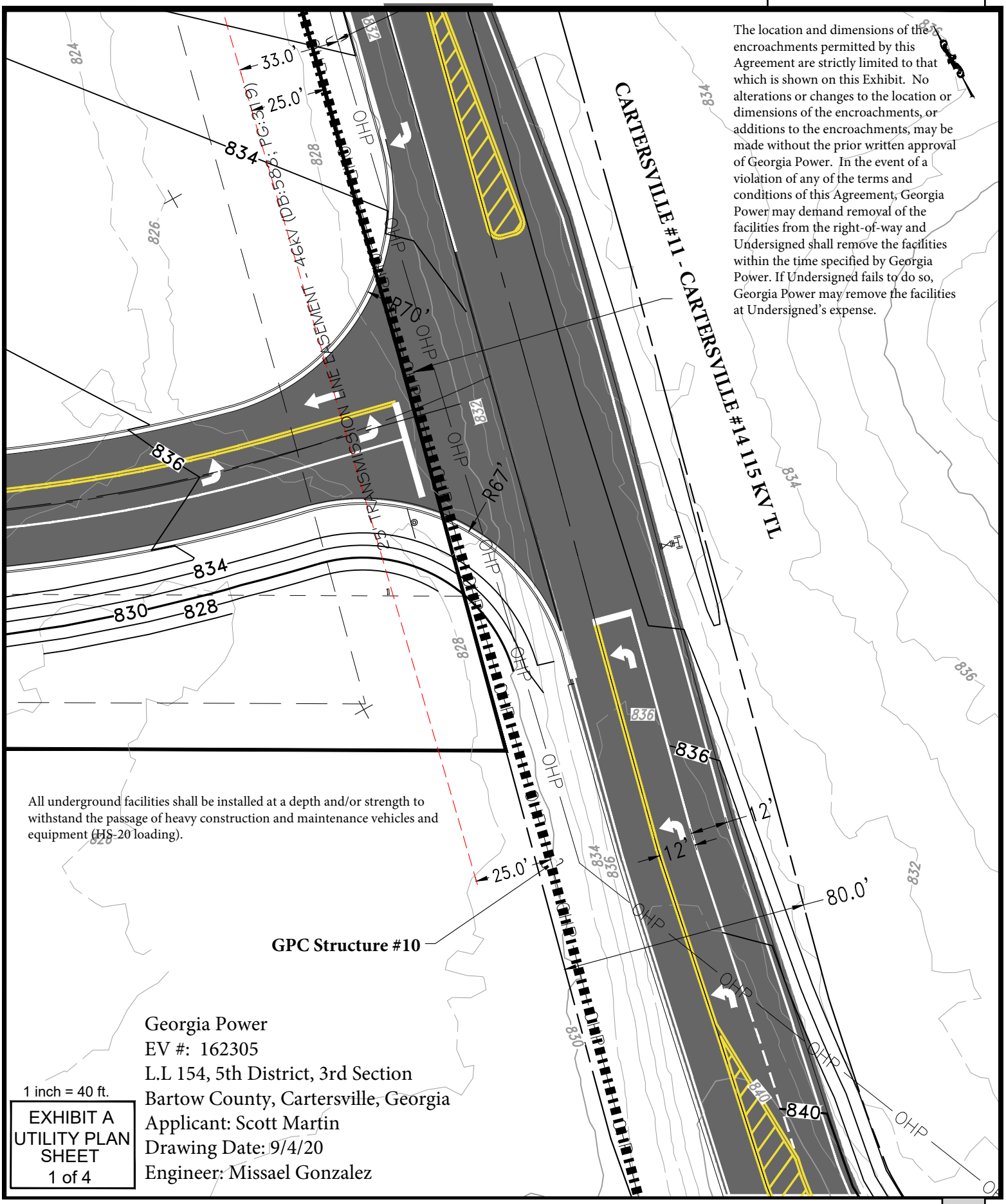

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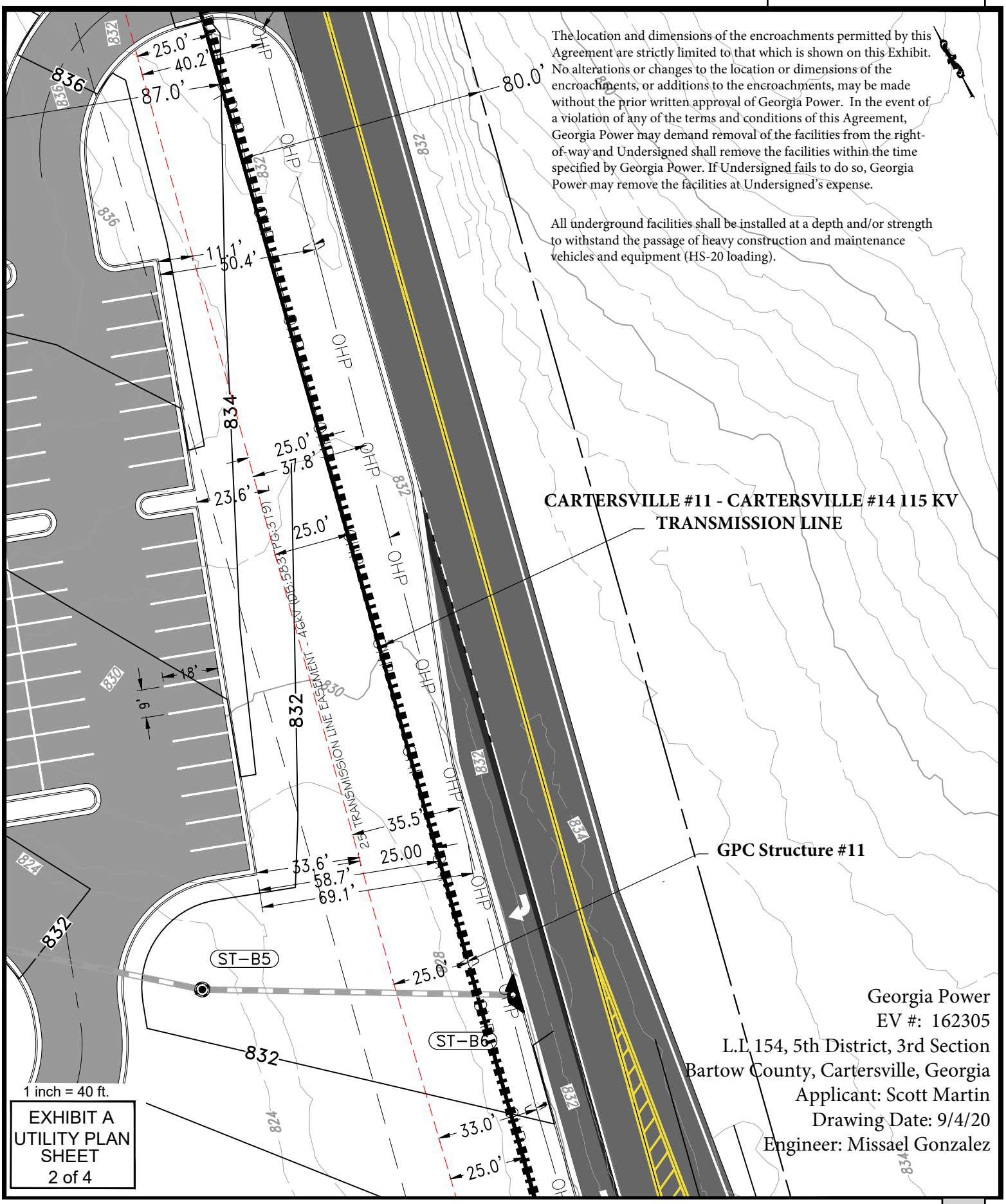

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EXHIBIT A
UTILITY PLAN
SHEET
2 of 4

Georgia Power
EV #: 162305
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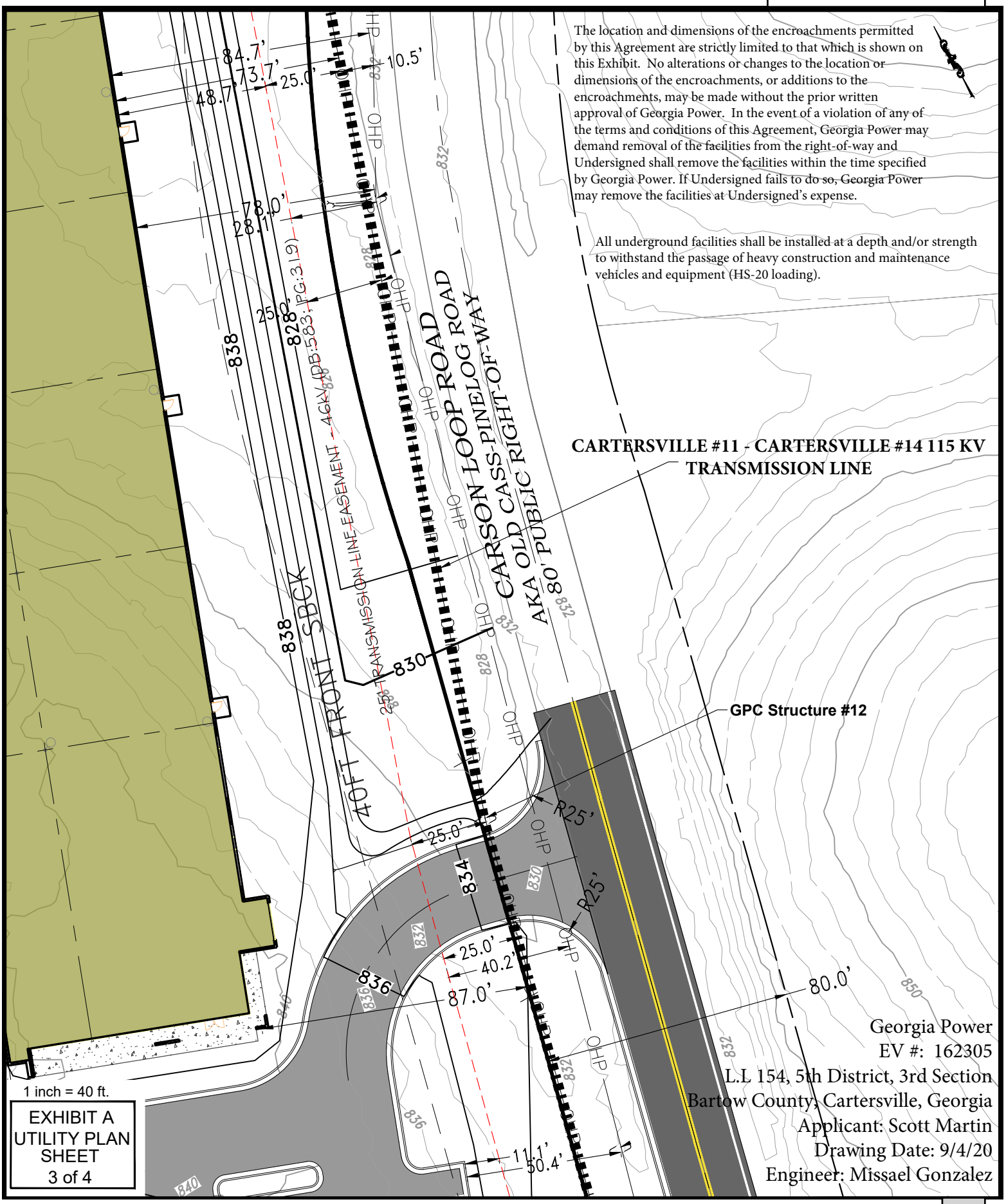

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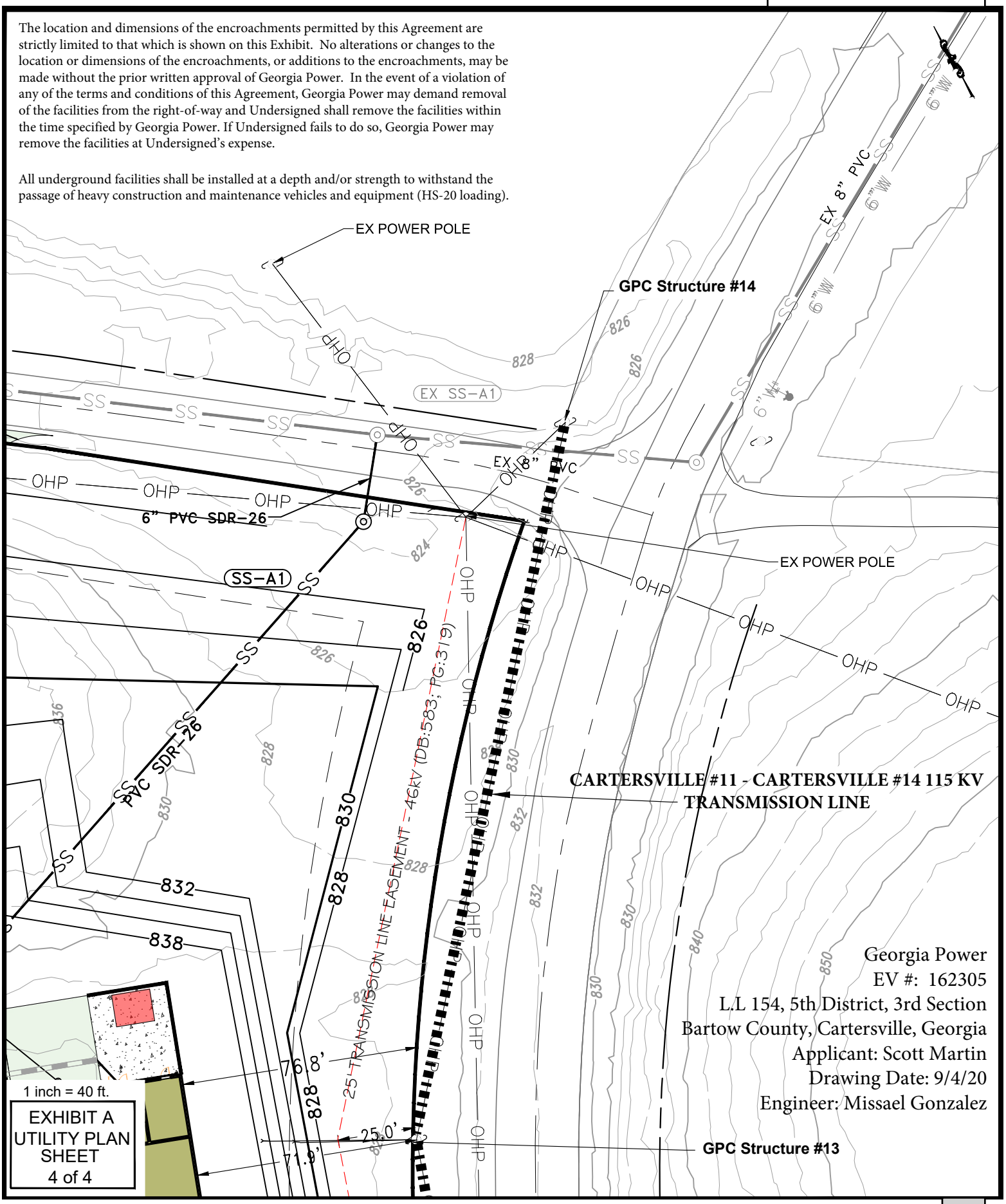

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Advanced Metering Program Task Order 1.2A
DEPARTMENT SUMMARY RECOMMENDATION:	UMS, who has been contracted to assist the city with the Advanced Metering Program project, has submitted Task Order #1.2A, Pre-Implementation Planning Services in the amount of $135,480. This Task Order will authorize UMS to assist staff in several areas including meter reading transition, program communication strategy, AMI systems integration, AMI software testing and program training. This is the next phase in the process for the city as we begin get ready to purchase and install the new Sensus meters. I recommend approval of Task Order #1.2 in the amount of $135,480 with UMS which will be paid for from Electric, Gas and Water and Sewer operating funds.
LEGAL:	N/A

TASK ORDER 1.2A: SCOPE OF SERVICES AND PRICING

Pre-Deployment Readiness Services

Task Number	**Project**	**Proposed Start Date**
1.2A	Cartersville Advance Metering Program	April 1,2021
Task Order Cost	**Contingency Allowance**	**Target Completion Date:**
$135,480		July 31, 2021
Package Includes: UMS Services ☒ Cartersville Requirements ☒ Service Fee Applied ☐ Software / Material Purchase ☐ Sub-Consultant Services ☐ Special Conditions ☐		
Resources Assigned:	**Interdependencies:**	
BM – Barry Melvin ☒ TB – Todd Barlow ☒ JB – Joe Badera ☒ MB – Margaret King Bolar ☒ RT – Rhyne Timberlake ☒	**Before:** In parallel with the Task Order 1.2 – AMI Procurement.	**After:** N/A
Task Scope Summary: See Attached		
UMS Project Manager: Barry Melvin		
Cartersville Project Manager: Dan Porta		
UMS Signature		Date:
Cartersville Signature		Date:

Pre-Implementation Planning Overview

The goal of this phase is to prepare for deployment. This phase will begin with the creation of a program charter. A series of deployment preparation sessions will then be conducted including:

- Meter Reading Transition
- Meter Equipment Changeout
- Program Communication Strategy
- Public Outreach Strategy
- Meter Configuration Specifications
- AMI Systems Integration
- Network Implementation
- AMI Software Testing
- Program Training

The outputs of these workshops will guide how work will be done, how the information will be shared, and how decisions will be made during the deployment phase. These activities culminate in the creation of a program execution plan, which establishes in writing the blueprint for a successful deployment of the chosen solution.

The activities workshops during this phase will be divided into two (2) major categories:

- Pre-Vendor Contracting
- Post-Vendor Contracting

The "Pre-Vendor" workshops and activities will be conducted directly between UMS and the City of Cartersville. The topics are primarily focused on Cartersville's processes and infrastructure requirements that will be impacted by the Deployment. In addition, some deliverables from the Pre-Implementation Planning Phase will inform aspects of the vendor contract negotiation. These workshops can begin before the Vendor has officially been chosen and brought onto the program.

The "Post-Vendor" workshops require participation between UMS, Cartersville, and the Vendor(s). The final details of these topics will (to larger or smaller degrees) depend on the Vendor's standards, practices, and schedule. Because the Vendor is a key player for these topics, the workshops cannot begin until the contracts are negotiated and signed.

Key Assumptions:

- This phase will be conducted in parallel to the vendor activities associated with the Materials Acquisition Phase
- The Pre-Implementation Planning phase will take place over a period of approximately four (4) months. Workgroup sessions will be scheduled by UMS and conducted in collaboration with Cartersville staff and the selected vendor.

Task 1: Develop Program Charter

The Program Charter authorizes and establishes the new program, as well as the Program Manager's authority to use resources in the pursuit of program objectives. UMS will meet with Cartersville stakeholders to create the program's description, vision, objectives, and areas of impact. UMS will then use

this information, as well as language from the contract(s), to develop the Program Charter. When complete, the document will consolidate the key facts of the program's inception and lead the way for additional detail and planning in the Program Execution Plan.

Task 1 Deliverables

- Program Charter

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops
- Review and approve Program Charter

Pre-Vendor PEP Workshops

Task 2: Meter Reading Transition

UMS will coordinate with Cartersville to prepare for the impacts to Cartersville processes that need to be understood and managed throughout the automated metering program deployment. The following topics will be addressed in preparation for the deployment phase:

a) Obtaining and processing billing reads
   I. Old system reads
   II. New system reads
   III. Change-over of routes from one read mechanism to the other
b) Providing awareness to Cartersville customer service staff of upcoming/current installation plans
c) Leveraging AMP dashboards and reports for alert monitoring and resolution
d) Utilizing work order management (Xchange) tools to assist in resolving billing exceptions related to the exchange of the old meter

UMS and Cartersville will identify impacts on current processes and the necessary activities and information needed to adjust. Subsequently, UMS and Cartersville will outline a plan to ensure that operations continue efficiently through the deployment phase.

Task 2 Deliverable

- Meter Reading Transition Plan (Included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Task 3: Equipment Change-out

Field replacement of meter equipment and endpoints will occur during the deployment phase. UMS will coordinate with Cartersville to develop the plan for meter equipment change-out and endpoint deployment. The plan will consider the current state of systems integration and will develop the process for

updating the Customer Information System (CIS) with new meter and meter device specifications, out reads, GPS determinants, and other device-specific data and information.

UMS's mass meter/equipment change-out plan will include detail regarding meter installation areas (zones, cycles, or routes). This planning ensures meter installations do not occur when meters are scheduled for reading to generate a bill for the current period (blackout period).

UMS and Cartersville will jointly develop a set of field conditions (i.e. can't access the meter, customer refusal, missed appointment, inoperable valve, lug tension test failure, unsafe condition – meter base, exposed/frayed wires, burned lugs, gas leak- smell gas, stripped screws-gas index, etc.) and the process by which to obtain assistance and support to resolve the condition in a timely manner so that UMS can complete the meter installation.

UMS will develop the necessary processes to accurately disperse, track, and report on the movement of equipment from the storage through to installation. UMS will also develop a strategy and tracking method for the salvage or disposal of removed meters. To facilitate the resolution of billing questions and possible customer complaints, UMS with also develop a plan for temporary storage and cataloging of removed meters.

Task 3 Deliverables

- Meter Equipment Change-Out Plan (Included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Task 4: Program Communication Strategy

UMS will collaborate with Cartersville to develop a program communication strategy that addresses internal communication throughout the deployment. In one or more workshops, UMS and Cartersville will establish program member roles and responsibilities. These workshops will also be used to determine meeting frequency, progress reports, and escalation procedures necessary to keep stakeholders informed and the program running smoothly.

Task 4 Deliverables

- Program Communication Plan (Included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Task 5: Public Outreach Strategy

UMS and Cartersville will use this time to determine the best methods of informing the public of the program and its benefits. UMS will work with Cartersville to define a Public Outreach Campaign that will

identify the preferred messaging, the vehicles for delivery, and the timing over the life of the program to keep the constituents informed. To measure success, UMS will also work with Cartersville to establish how best to analyze campaign results. Content that will need to be addressed include:

- Public Service Announcements
- Social Media Campaign
- Program Poster
- Reminder Postcard
- Post-installation Door Hanger
- Bill Insert
- News Release
- Website content
- Photos of new products
- FAQs

Task 5 Deliverables

- Program Public Outreach Plan (Included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Post-Vendor PEP Workshops

Task 6: Meter Configuration Specifications

UMS will guide Cartersville and the respective vendor through the development of the meter configuration specifications for all procured meter types. Once approved by Cartersville, each respective configuration will be communicated to the vendor for inclusion in the meter/device factory orders. Part numbers will be assigned for future reference.

Task 6 Deliverables

- Meter Configuration Specifications (Included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Task 7: AMI Systems Integration

UMS will facilitate a workshop with the necessary Cartersville personnel and the selected vendors to outline the systems integration plan required to support the AMI deployment. The plan will include the support for integration of the headend and billing systems and the timeline for development and testing. The actual implementation of this plan will occur during the deployment phase.

Task 7 Deliverable

- AMI Systems Integration Plan (Included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Task 8: Network Implementation

UMS will conduct network implementation workshops with Cartersville and AMI vendor. This task will leverage [Vendor]'s propagation study to establish and communicate network coverage expectations. The plan will also determine the work required for each network site. This work may include permit requirements, a data collector, an antenna, as well as cabling placement, equipment requirements and specifications, trenching, and electric and data backhaul services. The actual implementation of this plan will occur during the deployment phase.

Task 8 Deliverables

- Network Implementation Plan (included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Task 9: AMI Software Testing

UMS and Cartersville will coordinate testing plans for each component of the solution that will ensure Cartersville's objectives are met. These plans will include specific instructions for:

- *Functional Testing* (aka unit testing, aka application testing) – Vendor conducted software testing to ensure agreed upon configuration (with or without modifications) is delivered and working to specification.
- *Integration Testing* – end to end testing across all software applications included in the system (i.e., AMI headend, MDM, CIS) to ensure data accuracy and timeliness. Testing to be collectively performed by the vendor(s) and Cartersville.
- *User Acceptance Testing (UAT)* – Customer led "real world" testing that validates that the system can support daily business and user requirements. It is not uncommon that new software will function as designed, but not as expected by the customer. Thorough UAT will capture inconsistencies and facilitate resolution. New and redesigned business processes are also tested during UAT.

UMS will review the proposed vendor(s) test plan submittals for completeness. Based on the user acceptance criteria outlined in each vendor contract and the requirements set forth by Cartersville, UMS

will work with the vendors to supplement those plans as required. UMS will oversee the UAT plan development in conjunction with the vendors and Cartersville.

The testing process will include the creation of a testing plan, including pertinent use cases and test scripts as well as a formal method for recording, compiling, and reporting the test results. UMS will develop a defect reporting and tracking methodology to track those test results that fail and ensure resolution.

Task 9 Deliverables

- Program Testing Plan (Included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Task 10: Program Training

UMS and Cartersville staff will review the proposed vendor training plan(s) for completeness and supplement the plans as required. UMS will work with the vendors and Cartersville to identify training frequency, the participants for each session, and the proposed training schedule(s) throughout the deployment phase. The goal is for all employees who will interface with the new technology to become informed and understand how they will utilize the new technology as part of their role. Once all details are solidified, UMS will integrate the plan(s) into the PEP as one cohesive Program Training Plan.

Task 10 Deliverables

- Program Training Plan (Included in PEP)

Client Responsibilities

- Complete workshop pre-work as requested
- Attend workshops

Task 11: Develop Program Execution Plan (PEP)

UMS will consolidate all of the work in the Pre-Implementation Planning Phase in a Program Execution Plan (PEP). The PEP will provide structure and guidance to all parties as the program progresses. The PEP will address program overview, timeline, organizational structure, and governance along with invoice controls, scope management, and closeout procedures. The document will be periodically amended as the program progresses.

The appendices in the PEP will also provide specific documentation and communication about more specific areas of process and procedure changes required during the deployment. As the vendor(s) are onboarded, the following plans and specifications will be adapted to reflect the specific procedures of the selected vendor and the nuances of the client's legacy systems that must be integrated with vendor-supplied systems.

Task 11 Deliverables

- Finalized Program Execution Plan

Client Responsibilities

- Review PEP draft and provide any necessary changes
- Confirmation that the PEP meets Cartersville expectations for the Pre-Implementation Planning Phase

Task Order	Total
Pre-Deployment Readiness Services	$135,480
Contingency	
Total	**$135,480**

PRICING ASSUMPTIONS

1. Net 30-day payment terms. UMS reserves the right to impose a 1.5% late payment fee if payments are not received on-time.
2. 50% of payment due a time of signature.
3. All travel expenses are included in the stated fee.

STANDARD RATES

Standard Personnel Rates	Qty.	Unit Price	Line Total
Senior Principle	0	295.00	$ -
Engineer	0	260.00	$ -
Consultant	0	275.00	$ -
Business Analyst	0	205.00	$ -
Information Technology Technician	0	180.00	$ -
Field Technician	0	119.00	$ -
Survey Crew Member	0	96.00	$ -
		Total	$ -

Travel and Lodging Rates	Qty.	Unit Price	Line Total
Airline	0	400.00	$ -
Hotel Daily Rate	0	175.00	$ -
Food Daily Rate	0	35.00	$ -
		Total	$ -

STANDARD RATE ASSUMPTIONS

1. Rates are for calendar year 2020. Subsequent years will be adjusted at 3% with the adjustment occurring on January 1st.
2. Direct UMS expenses are billed at cost; outside services or material will be billed at cost plus 15%.
3. Standard Rates provided are used to provide future cost estimates or to address changes in scope

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Motorola Radio Quarterly Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the fourth quarter 2020 quarterly invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item. I recommend approval to pay this invoice in the amount of $31,466.55.
LEGAL:	N/A

STEVE TAYLOR, COMMISSIONER
BARTOW COUNTY
P.O. BOX 543
135 W. CHEROKEE AVE., SUITE 251
CARTERSVILLE, GEORIGA 30120
770-387-5030

Invoice Date: January 31, 2021

Due Date: **February 15, 2021**

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
Attn: Alecia Hendrix

To bill for **Motorola Radios** for **4th Quarter 2020**

Agency	# of Radios	Cost per Radio	Total
Police	135	$103.85	$14,019.75
Fire	87	$103.85	$9,034.95
Fibercom	1	$103.85	$103.85
Gas	30	$103.85	$3,115.50
Public Works, Rec, etc	10	$103.85	$1,038.50
Electric	40	$103.85	$4,154.00

Total Due: **$31,466.55**

CDan
FEB 11 2021

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	New World 2021 Maintenance
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the 2021 invoice for the New World (Tyler Technologies) 911 software that is used by our Police and Fire Departments. This is a budgeted item. I recommend approval to pay this invoice in the amount of $40,534.63.
LEGAL:	N/A

STEVE TAYLOR, COMMISSIONER
BARTOW COUNTY
P.O. BOX 543
135 W. CHEROKEE AVE., SUITE 251
CARTERSVILLE, GEORIGA 30120
770-387-5030

Invoice Date: January 31, 2021

Due Date: **February 15, 2021**

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
Attn: Alecia Hendrix

To bill for **New World (Tyler Technologies)** maintenance cost for calendar year 2021
City of Cartersville Share (19.3% of $210,024) $ 40,534.63

Total Due: **$ 40,534.63**

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Goodyear Clubhouse Project Manager Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	City staff have begun the process of renovating the Goodyear Clubhouse and in order to complete the renovation project in a timely manner and find tradesman that are needed, such as lead based paint removal specialists, we would like to hire a Project Manager to oversee the renovation. The recommendation is for Ron Goss with McWhorter Goss General Contractors, LLC to be the Project Manager on this renovation. This is a budgeted item and is funded through Tourism Product Development (TPD) Funds and Parks and Recreation Bond funds.
LEGAL:	Keith Lovell has reviewed the agreement.

AGREEMENT

This Professional Services Agreement ("Agreement") is made effective as of the ___ day of March, 2021, by and between the City of Cartersville ("Owner") and McWhorter Goss General Contractors LLC ("Project Manager").

RECITALS:

Whereas, the Owner desires to renovate the club house in the Atco Village ("Project") located at 3 Goodyear Avenue, Cartersville; and

Whereas, Project Manager is a professional skilled in the services described hereunder, and is available and willing to perform the services, as more fully described in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

Section 1. *Description of Services*. Project Manager shall provide the professional services necessary to manage the renovation of the club house.

A) Coordinate the application for any building permit on said project(s) which shall include all planning, conversations and meetings with applicable parties which shall include all architects, engineers, building officials, fire marshals and others deemed necessary to enable a permit to be obtain for project(s).

B) Obtain fair and competitive pricing on all aspects of work required in the entire scope of work for the Project in accordance with the Georgia Annotated Code. All pricing shall be submitted to the owner for consideration and approval so that areas of work may be awarded on all task that shall be completed. Project Manager shall have the right to veto any subcontractor that might be deemed, within a reasonable manner, to be adverse to the successful completion of the Project.

C) Shall oversee all aspects of the Project with the authority to schedule, direct and instruct all subcontractors hired to complete the Project scope of work. Shall have the authority to have subcontractors correct any deficiencies with regards to work and shall have the authority to have any subcontractor that fails to do so removed from the Project.

D) Shall have the authority to request all inspections from building inspectors, fire marshals or reigning authorities, which shall include a final inspection upon the completion of the scope of works. The successful achieving of a final inspection for construction services shall constitute the completed Project.

E) Shall collect all draw request from subcontractors, inspect completed work to verify the draw request has been earned, submit a request to the owner for payment, submit a payment to date schedule at each draw period, collect processed checks from the owner and pay subcontractors at each draw period. Project Manager will not receive deposits from owner of public funds for redistribution as payment direct to contractors. Owner will make direct payment to their contractors for services rendered as approved by the Project Manager.

Section 2. ***Performance of Service.*** The manner in which the Services are to be performed and the specific hours to be worked by the Project Manager shall be determined by the Project Manager. The Owner will rely on the Project Manager to work as many hours as may be reasonably necessary to complete the Services in a timely and thorough manner.

Section 3. ***Payment to Project Manager*****.** In exchange for the services performed hereunder, Owner shall pay Project Manager an amount equal to five percent (5%) of the total construction costs related to the club house, which includes all contracted amounts, fees, and/or change orders, with the total compensation to be paid on a project cost not to exceed 5%. In the event any such labor and/or material is donated, volunteered of performed by city staff during the term of this agreement, Project Manager will not receive any compensation but agrees to manage, direct and schedule such work as will perform those items that are paid goods and services.

Any direct or indirect expense related to the Project shall be reimbursable to the Project Manager. Draw amounts can be requested by the Project Manager at the payment intervals established between the Owner and the Project Manager. Ninety percent of the projected earnings by the Project Manager are available in even increments over the entire course of the full project period. The remaining ten percent of earning shall be payable only upon one hundred percent completion of the Project. Owner cannot establish or allow to be created any form of delay which creates a hindrance in the Project Manager's ability to complete such project and receive final payment. Such earned amounts and reimbursable funds due the Project Manager are payable at standard draw periods and shall not be withheld for any such reason short of an illegal or unlawful act.

Section 4. ***Term/Termination*****.** The term of this agreement shall begin upon the execution of this agreement or by an earlier period in which any billable service was rendered. Completion of the Project shall be upon the successful completion of all requirements necessary for a certificate of occupancy to be obtained based on the scope of work. This agreement may be terminated by the Project Manager for the following reasons: a) Failure of Owner to pay Project Manager or any subcontractor total amounts earned by the party, b) Acts by the Owner which are deemed to be illegal, unlawful, immoral or unethical as defined and understood by the Project Manager, or c) an interruption by the Owner in the ability for the Project Manager to properly and adequately manage the Project for the purpose of completing the scope of work.

The Owner shall have the right to terminate this agreement for the following reasons: a) failure of the Project Manager to properly conduct and complete the task set forth in section 1 of this agreement, b) Acts by the Project Manager which are deemed to be illegal, unlawful, immoral or unethical as defined and understood by the Owner, or c) failure by the Project Manager to complete the projects in a reasonable time frame with consideration and without penalty to the limitations in completing the task that may be created by the Owner, Owner's subcontracted labor and/or the funding source/partner for such project.

In the event that termination is made based on any of the three causes above mentioned, the Project Manager is due all monies earned to date and/or those funds that are reimbursable. Payment shall be made immediately by the Owner. This agreement may be terminated for any reason with a thirty-day written notice. If termination is without an above referenced cause, all outstanding funds shall be immediately paid plus a termination fee of 25% for all remaining compensation that would have been earned if the Project is under fifty percent complete and a termination fee of 50% if project is over fifty percent complete.

If the Project is cancelled during the design or preplanning stage, for any reason deemed necessary by the Owner, this shall result in a cancellation of the Professional Service Agreement. The compensation to the Project Manager shall be an amount equal to fifteen percent of the project expense accrued. If no expense was experienced by the Owner, an hourly rate of seventy-five dollars per hour shall be paid to the Project Manager upon verification of hours committed to the project.

Section 5. *Insurance*. The Project Manager agrees to secure and maintain in full force and affect a policy of professional liability insurance in a minimum amount of $1,000,000 providing coverage for any negligent acts, errors or omissions by Project Manager made during the term of this Agreement. The Project Manager agrees to provide Owner with a copy of a certificate of professional liability insurance.

Section 6. *Nondiscrimination*. The Project Manager, in performing under this Agreement, shall not discriminate against any workers, employees, or applicants, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. The Project Manager shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Project Manager shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Project Manager further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 Fed. Reg. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 Fed. Reg. 14303 and Executive Order 12086 issued October 5, 1978, 43 Fed. Reg. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 Fed. Reg. 36037, 92 Stat. 3783; The Civil Rights Act of 1964, Pub. L. No. 88-352, July 2, 1964, 78 Stat. 241 et sub, as amended; an ordinance passed by the DDA Council of the DDA; and the provisions of 41 C.F.R. Chapter 60.
To demonstrate compliance the Project Manager and its Subcontractors shall furnish reports and information that may be reasonably requested by the Commission on Human Relations.

Section 7. *Employment.* The Project Manager shall comply with "An Act to give preference to veterans of the United States military and naval service in appointments and employment upon public

works by, or for the use of, the State or its political subdivisions," approved June 12, 1935, as amended.

Section 8. *Wages*. The Project Manager shall comply with "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County or any political subdivision or by any one under contract for public works, approved June 26, 1941, as amended."

Section 9. Owner*'s Duties and Responsibilities*. The Owner shall provide a designated staff person by which the Project Manager shall answer directly to. In communications relating to the Project, the Owner shall communicate with Contractors and Subcontractors only through the Project Manager. The Owner shall examine documents submitted by the Project Manager within the time and manner set forth in these General Conditions or the Competition Program for the review of documents, provided however that where time and manner is not set forth in these General Conditions or the Competition Program, the Owner shall examine documents within 25 days from the date of receipt.

The Owner's representative at the Project shall be the Project Manager, and all communications to the Owner shall be made through the Project Manager. Unless otherwise stated herein, no Modification to the Contract shall be made without the written approval of the Owner.

In the event that any dispute between the Owner and the Project Manager concerning questions of fact arising under this Contract cannot be resolved, a request for resolution shall be submitted by the Project Manager to the City Manager for final determination. Requests for such determination shall be made in writing. The City Manager’s decision may be reached in accordance with assistance as he or she may deem reasonably necessary or desirable. The City Manager’s final decision shall be rendered in writing no more than 30 days after receipt of a fully documented (to the extent that such documents are within the control of the Project Manager) request for a determination. The decision shall be conclusive, final, and binding on all parties, unless the Project Manager shall seek a judicial determination in accordance with the provisions set forth below.

No later than 60 days after the Project Manager's receipt of the City Manager’s determination, the Project Manager shall respond to the City Manager in writing, either accepting the determination or stating the Project Manager's factual or legal objections to the determination. If the Project Manager's response is an objection, the City Manager shall respond in writing to the objection within 30 days after receipt of it. No further response by either party shall be required. Thereafter, the Project Manager may seek a judicial determination of the dispute. In the event that the Project Manager intends to seek judicial determination of a matter decided by the City Manager, the Project Manager shall notify the Owner of its intent to do so within 60 days of the City Manager’s final decision.

The Project Manager shall continue to perform the Work required under the Contract during this resolution period, including judicial. The City Manager’s written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Project Manager complies with the City Manager’s written determination, the Owner shall continue to perform under the Contract and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Project Manager fails to submit a dispute to the City Manager’s as required by this Section. The continued performance of the Contract by either party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Contract or at Law. If the Owner

becomes aware of any fault or defect in the Work or nonconformance with the Design Development or Project Documents, it shall give written notice to the Project Manager.

Section 10. ***Protection of Persons and Property*****.** The Project Manager shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier mandated safety requirements and programs.

The Project Manager shall see to it that subcontractors at their own expense as part of their Contract Sum shall take any and all precautions that may be necessary to render all portions of the Work, the Project Site and any adjacent areas affected by the Work secure in every respect, or to decrease the likelihood of accidents from any cause, or to avoid contingencies which are liable to delay the Work. The Project Manager shall arrange all necessary facilities to provide safe means of access to all points where Work is being performed. The Project Manager shall take all precautions and measures as may be necessary to secure the Project at all hours, including evening and non-work hours. Precautions may include but not be limited to provision of security guards.

The Project Manager shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to (a) employees on the Work Site and other persons who may be affected by it; (b) the Work and materials, furnishings and equipment to be incorporated in it; and (c) other property related to the Project, whether or not located at or adjacent to the Project Site. Although the Owner will observe the Project Work and give the Project Manager opinions and suggestions about safety defects and deficiencies, the Owner shall not be responsible for any unsafe conditions. The Owner suggestions on safety shall in no way relieve the Project Manager of its responsibility for safety on the Project. The Project Manager has sole responsibility for safety throughout the term of the Contract. In case of accident, the Project Manager shall immediately furnish the Owner with full data relative to the accident.

Only materials and equipment that are reasonably necessary or appropriate for the Work under the Contract, shall be placed, stored or allowed to occupy any such space at the site of the Work. If gasoline, flammable oils or other highly combustible materials are to be stored at the Project Site, they shall be stored in safety containers and placed in clearly marked safe areas. The Project Manager shall give notices and comply with all applicable laws, ordinances, rules, regulations and orders of the Federal, State and local public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

The Project Manager shall be liable for any and all damage or loss to property at the site caused in whole or in part by the Project Manager directly or anyone directly or indirectly employed by Project Manager. To the extent that damages are covered by insurance provided in accordance with this Contract, the Project Manager shall be reimbursed for payments made to the Owner from any monetary recovery under insurance coverage. The Project Manager shall include same such provision in each contract for services approved by the owner for work to be completed on the said project.

The Project Manager shall see that contractors avoid damage, as a result of the Project's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the Work of other contractors, and the property of the Owner and others and the responsible party if said damages were unapproved and not part of the project, will be deducted from the funds owed the responsible parties.

Section 11. ***Rights to Entry*****.** The Project Manager shall use a reasonable degree of care when entering upon any property owned by the Owner in connection with the Project. In the case of property not owned by the Owner, the Project Manager shall comply with any and all instructions and requirements for the use of such property. In the case of property owned by any other entity, the Project Manager shall separately negotiate and obtain any license or permission to enter upon the property. The Owner agrees to cooperate with the Project Manager in the Project Manager's negotiation with other public entities in order to secure licenses or permission.

Section 12. ***Assignment.*** This Agreement shall not be assigned by Project Manager without the written consent of the Owner.

Section 13. ***Notices*****.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 14. ***Delays*****.** Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 15. ***Additional Documents.*** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 16. ***Entire Agreement.*** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 17. ***Time of the Essence*****.** If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

Section 18. ***Waiver*****.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 19. ***Governing Law.*** This Agreement shall be governed by the laws of the State of Georgia.

Section 20. ***Binding Effect*****.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that

nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Section 21. *Indemnification*. Project Manager expressly agrees to indemnify and hold harmless Owner or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by Project Manager or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Owner. The Owner will give notice thereof to Project Manager. Project Manager shall insert same such provision in each contract approved by the Owner for work to be completed in association with said project.

Section 22. *Worker's Compensation*. Project Manager shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance.

Section 23. *Subcontractors*. Project Manager shall not subcontract any task it is to perform under the terms of this Agreement without prior written consent of Owner.

Section 24. *Compliance*. Project Manager shall comply with Federal and State requirements regarding verification of employment for contractors and subcontractors attached hereto as Exhibit "A".

Section 25. *No Third-Party Beneficiaries*. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Owner and Project Manager, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Owner or Project Manager receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

CITY OF CARTERSVILLE

_____
Matt Santini, Mayor

_____
Attest: Julia Drake, City Clerk

McWHORTER GOSS GENERAL CONTRACTORS LLC

_____
Ron Goss, Jr., Project Manager

_____
NOTARY PUBLIC
My Commission Expires: _____

Signed, sealed and delivered on the
_____ day of _____, 202__.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Kenworth Road Tractor Repair
DEPARTMENT SUMMARY RECOMMENDATION:	The Water Pollution Control Plant utilizes a 1999 Kenworth road tractor to transport biosolids from the plant for final disposal to land application sites. On 2/4/2021 it was discovered that engine coolant had leaked into the engine oil. After consultation with the City garage, we had the truck towed to Taylor Truck & Equipment, Inc. for a diagnostic and repair estimate. It was determined to have a cracked cylinder head. The repair estimate for the cracked cylinder head is $9,474.44. Your approval is recommended for a not-to-exceed cost of $10,000, and will be paid from account # 505-3330-52-2360. This is a budgeted item.
LEGAL:	N/A

Taylor Truck & Equip. Inc.

1708 Hwy 113 SW
Cartersville, Ga 30120
Phone: (770) 387-7500

WORK ES

ESTIMATE #	DATE
CC853-1	2/11/2021

TO

CITY OF CARTERSVILLE
1 N. ERWIN ST.
CARTERSVILLE, GA 30120

DESCRIPTION OF WORK

Complaint: Truck leaking coolant badly.
Diagnostic: Pressure test coolant system & inspected for leaks. Found leak at cylinder head. Removed oil pan to inspect oil & found coolant in oil; cylinder 3 has coolant coming out off it.Truck might need a new head, & engine flush will have to remove head to confirm.
Repair: Removed oil pan, turbo, intake, intake piping. Radiator, fan, fan hub, oil cooler, valve covers, injectors, rocker arms, oil pump, & cylinder head. Inspect head to confirm bad head or possible bad block. Cleaned oil pump & flush entire engine since is all contaminated. Install new head if needed & pump everything back in place. Resealing all parts that were remove with new seal/orings.
Wrecker: Went to City of Cartersville water treatment plant & picked up 1 KW tractor & tow from the rear to Taylor Truck & Equip. shop for repair. Start time: 8:30am--Stop time: 10:00am -- Start miles: 125,776--Stop miles: 125,786 Total miles: 10

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Labor: 4 hours at $95/hr **Diagnostic**	4	95.00	380.00
Labor: 13 hours at $95/hr **Repair**	13	95.00	1,235.00
4173703 - Head Gasket Kit	1	628.21	628.21
2245797 - Injector Oring Kit	6	22.72	136.32
3949183 - Turbo Mounting Kit	1	134.96	134.96
1095308 - Oil Pan Gasket	1	191.28	191.28
7C8296 - Oil Pan Isolator	14	6.08	85.12
7E3369 - Oil Pan Sleeve	14	16.79	235.06
3949182 - Oil Cooler Gasket Kit	1	200.70	200.70
6V9607 - Head Bolt	7	1.37	9.59
1750454 - Hex Head Bolt	26	7.98	207.48
10R8883 - Cylinder Head	1	3,860.96	3,860.96
10R8883C -Cylinder Head Core	1	1,726.13	1,726.13
10R8883C -Cylinder Head Core	-1	1,726.13	(1,726.13)
1013125 - Intake Gasket Round	1	7.52	7.52
0R8191 - Oil Cooler	1	1,350.97	1,350.97
0R8191C - Oil Cooler Core	1	384.31	384.31
0R8191C - Oil Cooler Core	-1	384.31	(384.31)

500004741 - 15W-40 Oil Bulk	9	10.1	
550041811 - 50/50 NF Coolant	8	10.0	
P551000 - Fuel/Water Seperator Filter	1	14.36	14.36
P554005 - Oil Filter	1	14.94	14.94
P551712 - Fuel Filter	1	11.38	11.38
2477133 - Thermostat	1	58.32	58.32
			-
Wrecker Fee: 10 miles @ $4 -- 1 hook up @ $250	1	290.00	290.00
			-
			-
Parts are 1-2 working days out.			-
			-
Shop Supplies	1	250.00	250.00
			-
Thank you for your business!	**TOTAL ESTIMATE**	**$**	**9,474.44**

_____ Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

To schedule a time for us to complete the work, or if you have any questions, please contact [Steven Waits, 770-387-7500, stevenwaits@taylortruck.net]

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Bid Award/Purchase
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	WPCP Secondary Screw Lift Pump Bearing Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	The lower bearing on the secondary lift station screw pump #1 needs to be replaced. It is not yet in complete failure and may be used in an emergency, but should be replaced as soon as possible. We have received a quote from Evoqua Water Technologies, the pump/bearing manufacturer for a replacement bearing for $20,500.00. This is a sole source item from the original manufacturer. Your approval is recommended for this amount and will be paid from account 505-3330-52-2361. This is a budgeted item.
LEGAL:	N/A

Proposal For:

CITY OF CARTERSVILLE
BART SEARS
102 WALNUT GROVE RD
CARTERSVILLE, GA 30120
Phone: 770-607-5816
bsears@cityofcartersville.org

Fergus Robinson
Evoqua Water Technologies
1828 Metcalf Avenue
Thomasville, GA 31792
Phone: 229-227-8705
fergus.robinson@evoqua.com

Item Pricing Summary Option #1

Item	Part No Description	Qty	Net Price	Ext. Price
1	LOWER BEARING ASSEMBLY LB600 COMPLETE WITH STAND #3200-4806-02	1	$20,500.00	$20,500.00

Currency: USD

Total Net Price: $20,500.00

Item Pricing Summary Option #2

Item	Part No Description	Qty	Net Price	Ext. Price
1	LOWER BEARING ASSEMBLY LB600 COMPLETE WITHOUT STAND #3200-4806-02	1	$17,500.00	$17,500.00

Currency: USD

Total Net Price: $17,500.00

Item Pricing Summary Option #3

Item	Part No Description	Qty	Net Price	Ext. Price
1	LOWER BEARING ASSEMBLY REBUILD FOR #3200-4806-02	1	$13,500.00	$13,500.00

Currency: USD

Total Net Price: $13,500.00

Lead-Time: 6-8 weeks

Our Manufacturer Rep in your area is:

Representative:	Craig Justice
Company:	Heyward Incorporated-Atlanta
List Address:	3590 Habersham at Northlake Bldg O
	Tucker, GA, 30084
Phone:	(404) 444-0448
Email:	craig.justice@heywardatlanta.com

Payment Terms and Delivery

PO Terms

Purchaser 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 goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or 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 times. PURCHASER 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.

Shipping Information

- Shipping and Handling Fee included in price. FCA (Factory)

Terms

- This quote is valid until 03-24-2021
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to $1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  Fax to: 229-228-0312
  or Email to: fergus.robinson@evoqua.com
- You may also mail this to:
  Evoqua Water Technologies
  1828 Metcalf Avenue
  Thomasville, GA 31792

Notes

ON MADE TO ORDER & SPECIALTY PARTS; THERE IS NO RETURN

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly 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 specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% 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 approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software 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 Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work 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. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. 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 Work 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 (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **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.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the 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.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** 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 provided under this Agreement, including any export license requirements. Buyer agrees that such Work 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 times. 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.

13. **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 WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents 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. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). 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. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	TABLED
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ20-04 175 E. Main St.
DEPARTMENT SUMMARY RECOMMENDATION:	The annexation/ zoning request is to annex 1.944 acres of PIN 0077-0459-001 located south of 135-175 Main Street Market Place to relocate and expand the detention pond for the proposed multi-family residential project identified in zoning application Z20-03. The annexed tract would be combined with an existing tract containing a detention pond for the Kroger development. The applicant requests MF-14 zoning. Planning Commission recommends approval, 4-1.
LEGAL:	N/A

ZONING & ANNEXATION SUMMARY

Petition Number(s): AZ20-04

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Cherokee Main Street III, LLC**
Representative: **Robert Ledbetter, Jr**

Location: **Adjacent to 175 Main St. Market Place (PIN 0077-0459-001)**

Total Acreage: **Approx. 1.95 acres**

LAND USE INFORMATION

Current Zoning: County M-1 (Mining)

Proposed Zoning: MF-14 (Multi-Family Residential)

Proposed Use: Retention pond for multi-family development

Current Zoning of Adjacent Property:

North: City MN (Mining)
South: County M-1 (Mining)
East: County M-1 (Mining)
West: City MN (Mining)

For All Tracts:

District: 4th **Section**: 3rd **LL(S)**: 405,406
Ward: 1 **Council Member:** Kari Hodge

The Future Development Plan designates the subject property as: Main Street Overlay District

The Future Land Use Map designates adjacent or nearby city properties as: Mixed-Use Commercial

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception

Fire: Takes no exception

Gas: Takes no exception

Public Works: No comments received

Water and Sewer: No comments received

Cartersville School District: No comments received. Comments were received for Z20-03.

Public Comments: None as of 8-5-2020

Bartow County Comments: None as of 8-5-2020

REQUEST SUMMARY:
The annexation and zoning request is to annex 1.944 acres of PIN 0077-0459-001 located south of 125(Kroger) and 135-175 Main Street Market Place (undev). The proposed tract is adjacent to PIN C007-0001-018 that contains a detention pond for the Kroger development. The applicant wishes to annex the 1.944 acres into the city in order to relocate and expand the detention pond for the proposed multi-family residential project identified in zoning application Z20-03. Plan attached.

The MF-14 zoning request aligns with the zoning request of Z20-03.

STANDARDS FOR EXERCISE OF ZONING POWERS.

A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The MF-14 zoning proposal will be an appropriate zoning category if the multi-family project rezoning proposal is approved (Z20-03). Adjacent properties, including the existing detention pond property, are zoned as Mining.

B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will create an isolated residential district. However, an additional MF-14 residential zoning district is located to the north of E. Main Street, Avonlea Apartment Homes.

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

D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned for mining (County M-1), the property may have a reasonable economic use.

E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools. This property would be used for stormwater detention.

F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The annexation and zoning would conform to the city's land use plan for the area.

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

H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
This annexation case is associated to zoning case, Z20-03.

STAFF RECOMMENDATION: *Staff recommends approval pending approval of Z20-03*

PLANNING COMMISSION RECOMMENDATION:

Recommends approval, 4-1.

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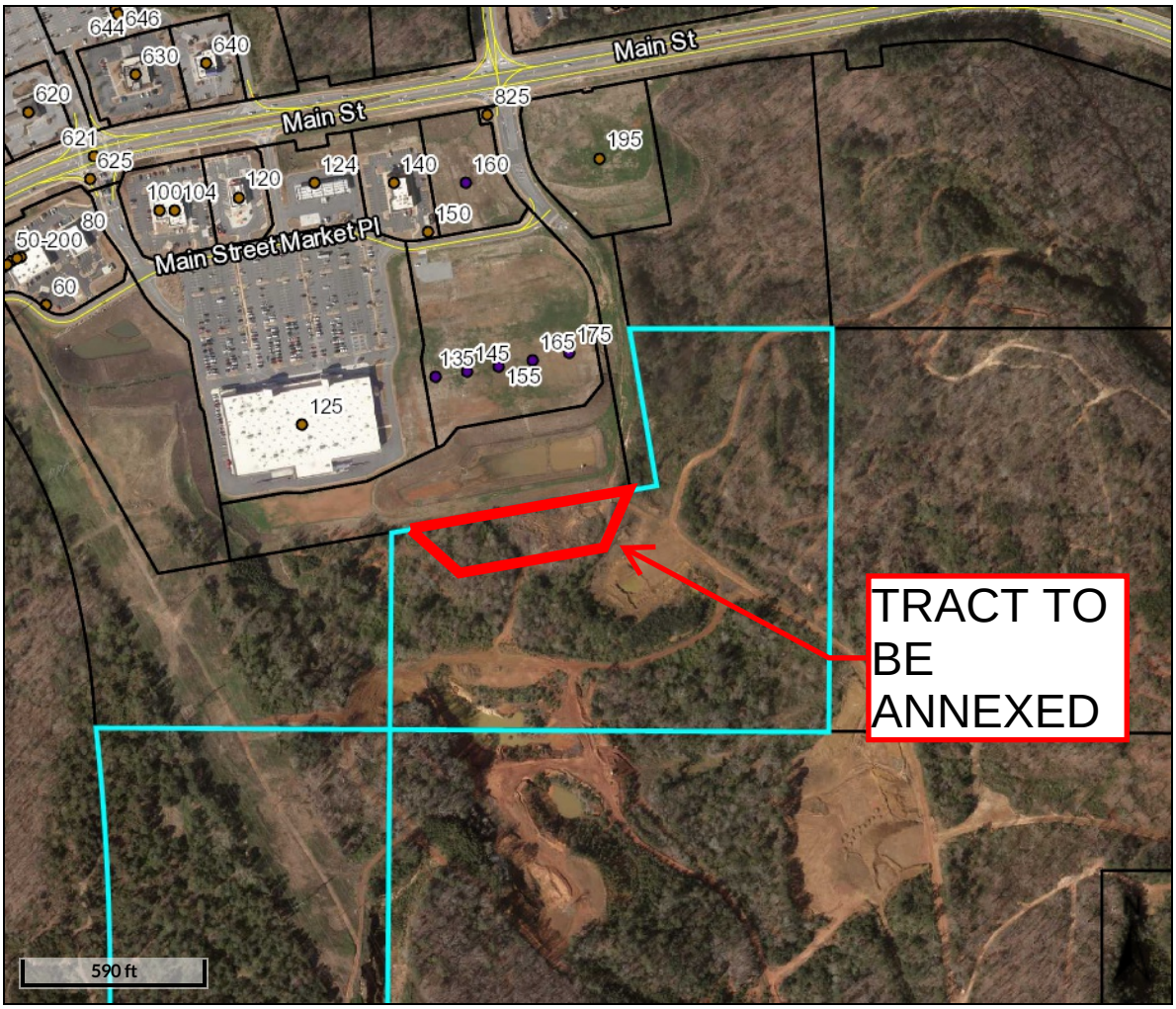

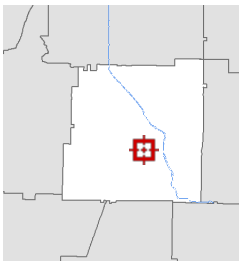

Overview

Legend

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

Parcel ID	0077-0459-001	**Alternate ID**	19414	**Owner Address**	FORTY ONE CONNECTOR LTD
Sec/Twp/Rng	n/a	**Class**	Industrial		PO BOX 1708
Property Address	OLD RIVER RD	**Acreage**	128.66		CARTERSVILLE GA 30120
	Bartow County				

District Bartow County

Brief Tax Description LAND LOTS 405,459,476-478 7.338AC TO C107-000

(Note: Not to be used on legal documents)

Date created: 7/2/2020
Last Data Uploaded: 7/1/2020 11:21:21 PM

Developed by Schneider GEOSPATIAL

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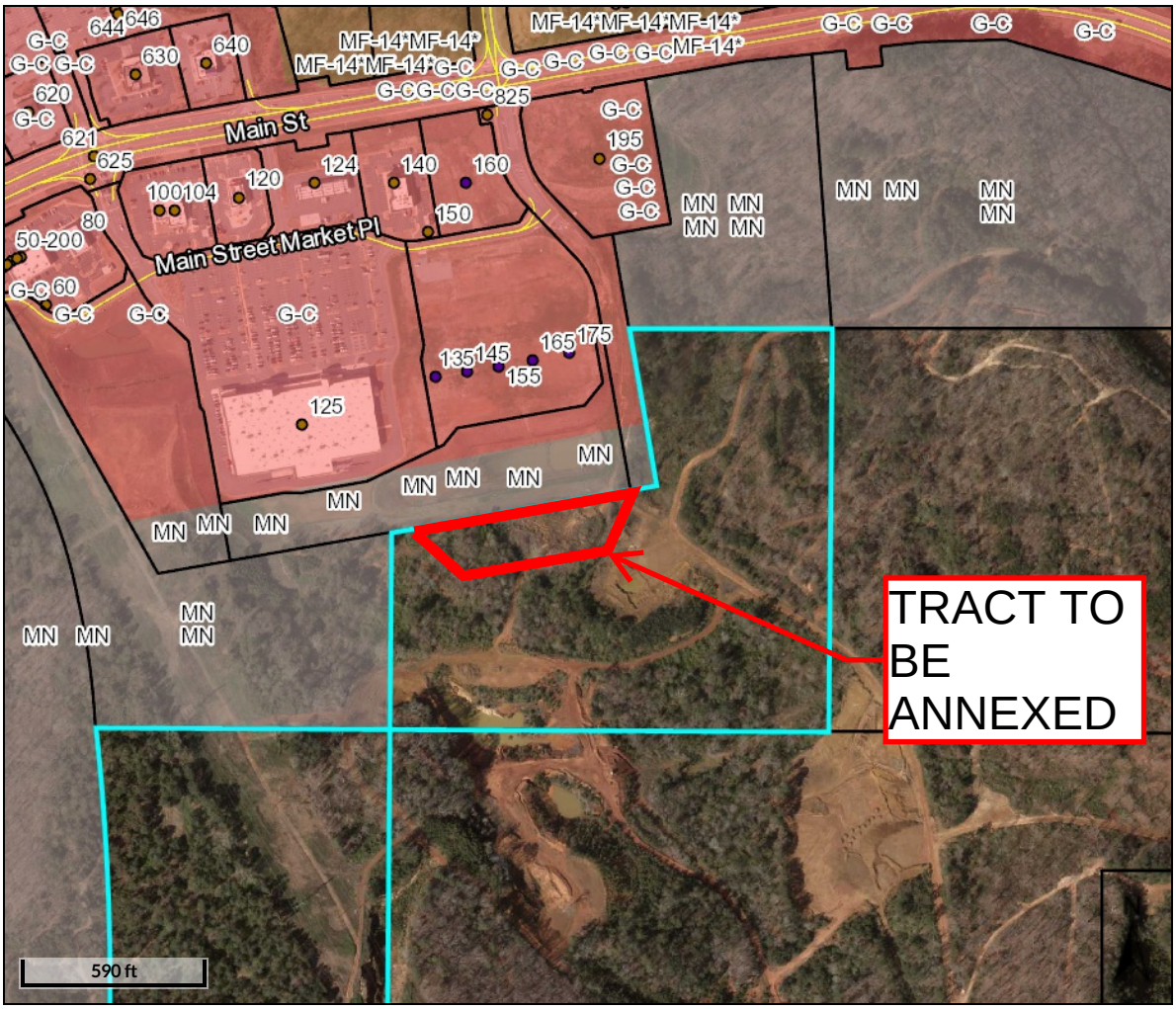
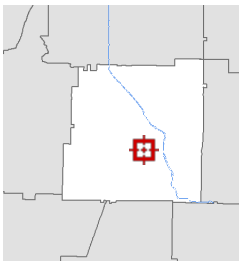


Overview



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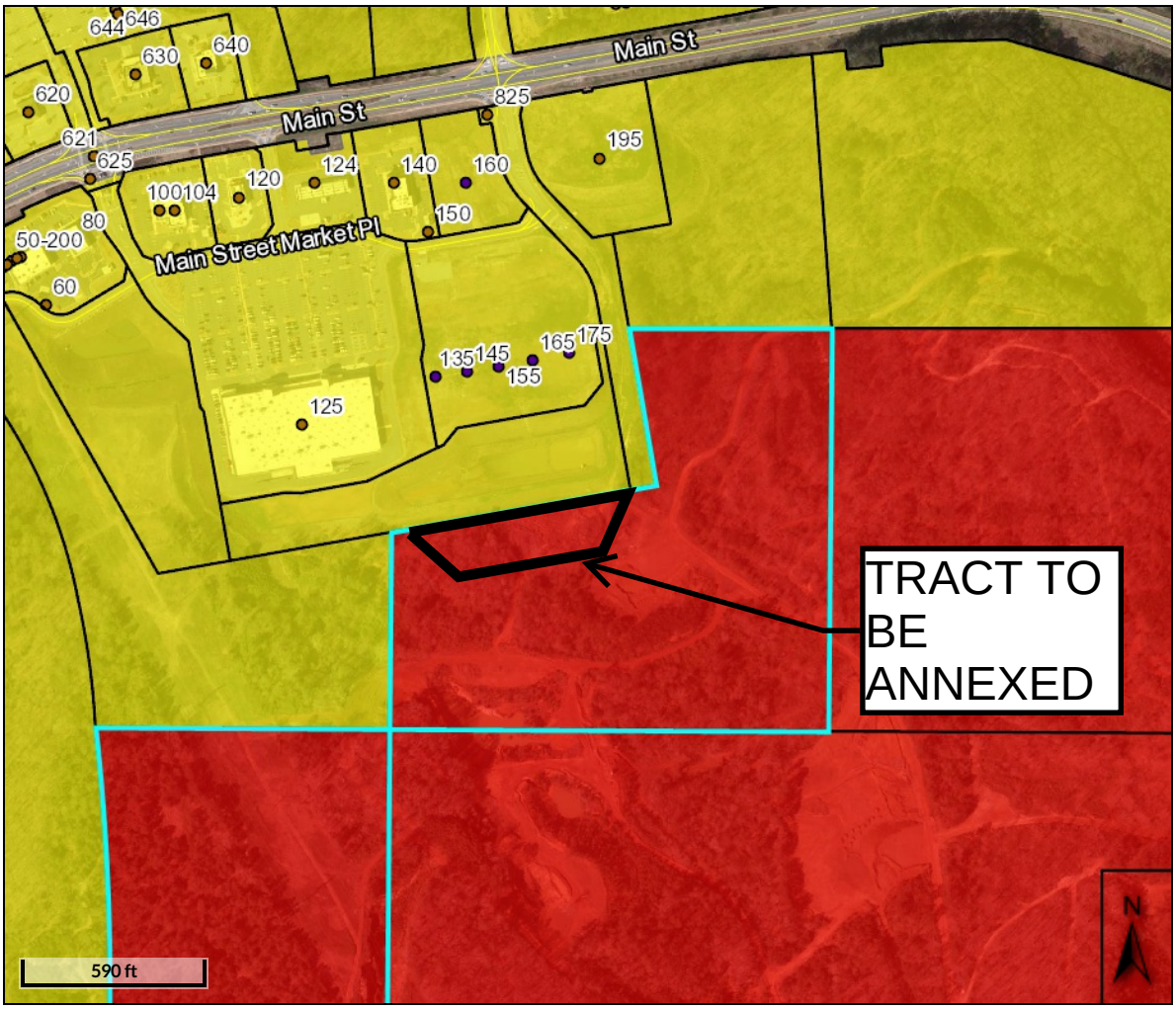
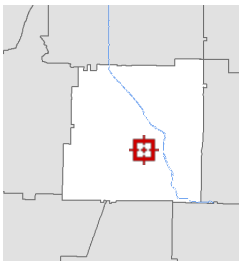


Overview



Legend

- Parcels
- Structural Numbers
  - <all other values>
  - Abandoned or Inactive
  - Active
  - Proposed
- Roads
- Bartow County Zoning
  - <all other values>
  - BPD (wC)
  - Unknown
  - R7 (wC)
  - R-7
  - A-1
  - A1CU
  - A1 (wC)
  - BPD
  - C-1
  - C1CU
  - C1 (wC)
  - CN
  - CNCU
  - CN (wC)
  - Conditional Use
  - I-1
  - I-2
  - I1CU
  - I1 (wC)
  - I2CU
  - I2 (wC)
  - Incorporated
  - M-1
  - M1CU
  - M1 (wC)
  - O/I
  - OICU
  - OI (wC)

Future Land Use Category: Mixed Use Commercial

Found in: Bartow County, Adairsville, Cartersville, Emerson

This includes Zoning Districts predominantly General Commercial, Neighborhood Commercial, or Office/ Institutional, while allowing for a range of residential densities. All residential districts are allowed, from single-family conventional, manufactured and industrialized housing, townhomes, multi-family housing ranging from duplexes to apartment buildings, and manufactured home parks (minimum size of 10 acres and only in specific districts as well as all permitted commercial and office uses. The Commercial/Mixed Use area is used to delineate areas where commercial and residential uses occur side by side. The use allows residential character to remain. However, this is primarily a commercial oriented land use, with overall 60% of the developments being of a commercial or office nature and 40% being residential in nature. Development or redevelopment should be consistent in the overall 60% commercial/ 40% residential balance of uses, even if one development or parcel is predominantly commercial or residential. This is a car-oriented land use category; efforts should be undertaken using Complete Streets policies to increase safe pedestrian access from the home to the store, office, or school. Land use within the Lake Allatoona-Glade Road Urban Redevelopment Area includes mixed use commercial areas encouraging balanced growth.

Highway 41 commercial and residential areas, Adairsville

Tennessee St. Mixed Use Corridor, Cartersville

Meeting: March 4, 2021 Item 16.

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ 20-04
Date Received: 6-30-2020
See ALSO Z 20-03

Public Hearing Dates:

Planning Commission Aug 11th 5:30pm | 1st City Council Aug 20th 7:00pm | 2nd City Council Sept 3rd 7:00pm

Applicant Cherokee Main Street III, LLC By: Etowah Investors, LLC, its Managing Member Robert H. Ledbetter, Jr., its Manager (printed name) Office Phone 706-290-1358

Address 106 East 8th Avenue Mobile/ Other Phone

City Rome State GA Zip 30161 Email rledbetterjr@ledbetterproperties.com

Representative's printed name (if other than applicant) Phone (Rep)

Email (Rep)

Representative Signature Applicant Signature

Signed, sealed and delivered in presence of:

Notary Public

STATE OF GEORGIA

My commission expires:
Angela Whiteaker Dunagan
NOTARY PUBLIC
Floyd County, Georgia
My Commission Expires
April 9, 2023

* Titleholder South of Main, LLC By: Dellinger Management Company, Inc., its Manager Kena R. Butler, its President (titleholder's printed name) Phone 770-386-3954

Address PO Box 1434 Cartersville, GA 30120 Email kenarbutler@gmail.com

Signature Kena R. Butler

Signed, sealed, delivered in presence of:

Mary E. Keith
Notary Public

MARY E KEITH
MY COMMISSION EXPIRES
NOTARY PUBLIC
APRIL 27, 2021
BARTOW COUNTY, GEORGIA

My commission expires:

Present Zoning District Mining (County) Requested Zoning MF-14 0077-0459-001

Acreage 1.945 Land Lot(s) 405 District(s) 4 Section(s) 3

Location of Property: behind (south of) 175 Main Street Market Place
(street address, nearest intersections, etc.)

Reason for Rezoning Request:
proposed annexation and rezoning to MF-14 to allow apartment development
(attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) # 0077-0459-001 Voting Ward(s) 1

Current Land Use Undeveloped Current Zoning Mining (County)

Proposed Land Use Apartments Proposed Zoning MF-14

Number of Dwelling Units 200 Number of Occupants 315*

Owner Occupied? Yes_____ No X

Number of School-aged Children 20* Grade Level(s) of School-aged Children K-8*

School(s) to be attended: Cartersville Elementary, Middle, and High School

* numbers of residents and school-aged children is a projected number based on similar apartment development

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

Water: X City _____ County _____ Well/ Other

Sewer: X City _____ County _____ Septic/ Other

Natural Gas: X City _____ Other (List) _____

Electricity: X City _____ GA Power _____ Greystone

_____ Other (List) _____

CAMPAIGN DISCLOSURE REPORT FOR REZONING ACTIONS

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

Date of Application: 07/02/20

Date Two Years Prior to Application: 07/02/18

Date Five Years Prior to Application: 07/02/15

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.

6/22/20

Signature Date

Robert A. Ledbetter, Jr.

Print Name

SURVEYOR'S CERTIFICATE

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

1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.

2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.

3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.

4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.

5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

07/15/2020
Date

GEORGIA REGISTERED No. 3100 REGISTERED LAND SURVEYOR MITCHELL LOWERY

Georgia Registered Land Surveyor

ZONING ADMINISTRATOR:

1. Case Number: AZ20-04

2. Yes ✓ No ____

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

3. Survey attached? ✓

7-17-2020
Date

Zoning Administrator

SURVEY REFERENCES

1) EASEMENT DRAWINGS, MAIN STREET MARKETPLACE, PREPARED BY SOUTHLAND ENGINEERING, DATED AUGUST 1, 2016, AND RECORDED IN PLAT BOOK 78, PAGE 37, BARTOW COUNTY RECORDS.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 405 AND 406 OF THE 4TH DISTRICT, 3RD SECTION, BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-INCH OPEN TOP PIPE FOUND AT THE CORNER COMMON TO LAND LOTS 386, 387, 406, AND 407, THENCE LEAVING SAID CORNER AND CONTINUING IN AN EASTERLY DIRECTION ALONG THE LINE COMMON TO LAND LOTS 387 AND 406 SOUTH 88 DEGREES 40 MINUTES 36 SECONDS EAST A DISTANCE OF 245.72 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE SOUTH 29 DEGREES 30 MINUTES 48 SECONDS EAST A DISTANCE OF 847.71 FEET TO A 1/2-INCH REBAR FOUND; THENCE NORTH 79 DEGREES 54 MINUTES 52 SECONDS EAST A DISTANCE OF 700.89 FEET TO A 5/8-INCH CAPPED REBAR SET, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

THENCE NORTH 79 DEGREES 55 MINUTES 38 SECONDS EAST A DISTANCE OF 796.61 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE SOUTH 25 DEGREES 45 MINUTES 35 SECONDS WEST A DISTANCE OF 146.82 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE SOUTH 80 DEGREES 09 MINUTES 58 SECONDS WEST A DISTANCE OF 642.60 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE NORTH 40 DEGREES 23 MINUTES 54 SECONDS WEST A DISTANCE OF 134.79 FEET TO A 5/8-INCH CAPPED REBAR SET, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1.944 ACRES (84,701 SQUARE FEET).

SURVEY NOTES

1) PROPERTY SHOWN HEREON WAS SURVEYED JULY 10, 2020.

2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1' IN 54,834' WITH AN ANGULAR ERROR OF 3.2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

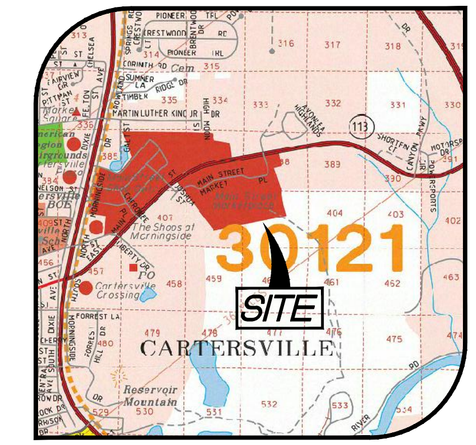
3) A SOKKIA IX TOTAL STATION, TOPCON HIPER SR GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.

4) THIS PLAT HAS A MAP CLOSURE OF 1' IN 184,833'.

5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' ON FLOOD INSURANCE RATE MAP NO. 13015C0267H, WITH A DATE OF IDENTIFICATION OF OCTOBER 5, 2018, FOR COMMUNITY NUMBER 130209, IN THE CITY OF CARTERSVILLE, IN BARTOW COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

6) BEARING BASIS (NAD83, GA WEST) FOR THIS SURVEY WAS ESTABLISHED USING A TOPCON HIPER SR GPS RECEIVER UTILIZING OPUS-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS 0.3 FEET HORIZONTAL AND .07 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.

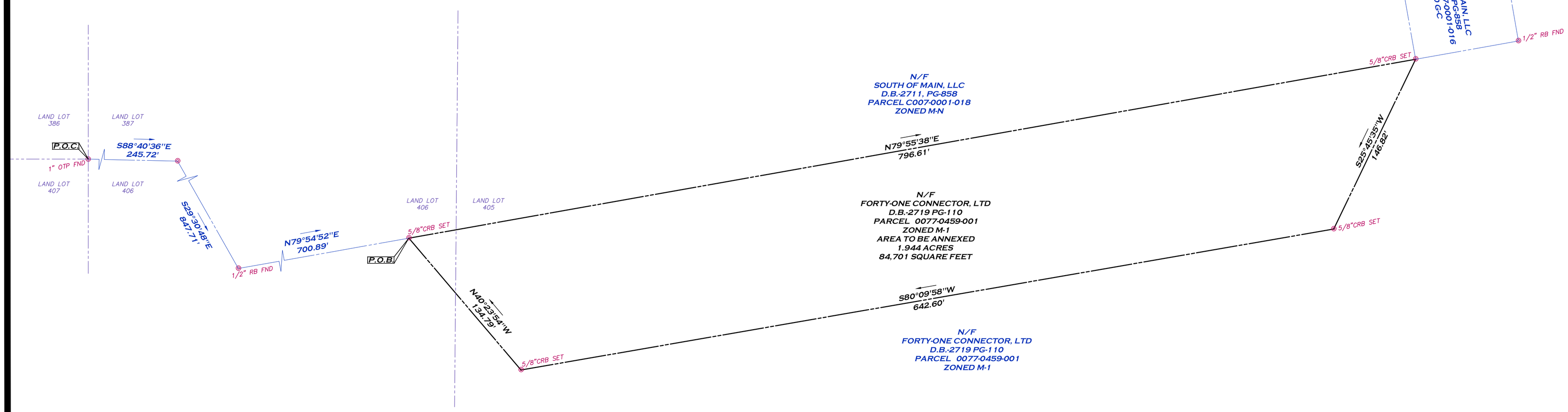
7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.



VICINITY MAP

GRID NORTH
GA WEST
(SURVEY NOTE 6)

GRAPHIC SCALE
40' 0 40' 80'
1 Inch = 40 Feet



SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

MITCHELL LOWERY GEORGIA RLS# 3109

GEORGIA REGISTERED No. 3109 REGISTERED LAND SURVEYOR MITCHELL LOWERY

LEGEND

	PROPERTY LINE
	LAND LOT LINE
RB	REBAR
CRB	CAPPED REBAR
MAG	MAG NAIL
FND	FOUND
OTP	OPEN TOP PIPE

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-001102

PREPARED FOR:
R.H. LEDBETTER PROPERTIES, LLC.

BOUNDARY SURVEY OF:
A PORTION OF BARTOW COUNTY
PARCEL 0077-0459-001

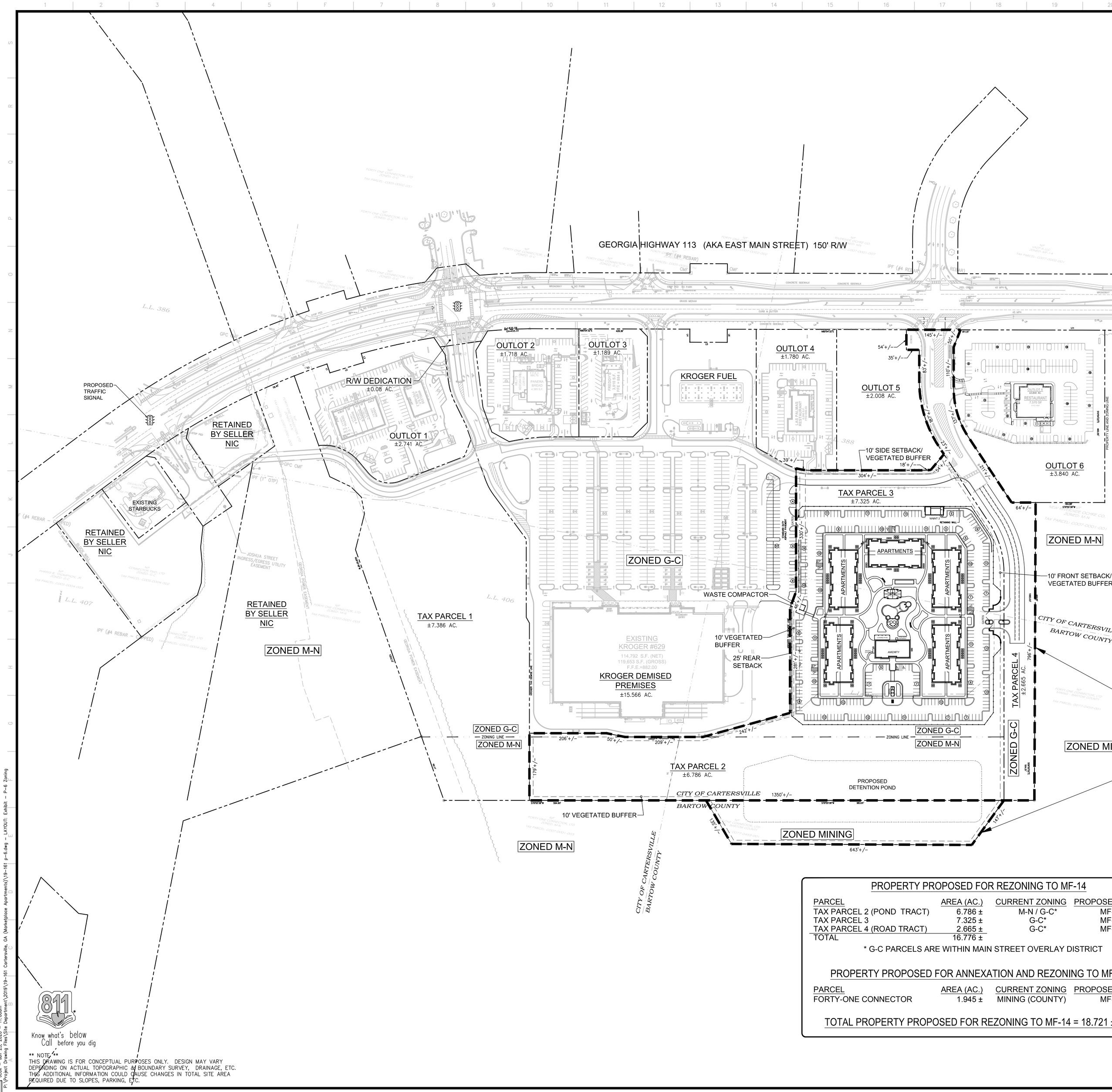
STATE: GEORGIA | COUNTY: BARTOW
LAND LOTS: 405 & 406 | DISTRICT: 4TH | SECTION: 3RD

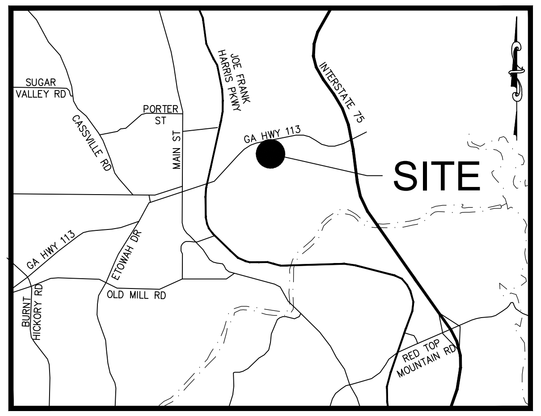
REVISIONS

DATE:	DESCRIPTION

Lowery & Associates LAND SURVEYING, LLC

DATE: JULY 14, 2020
JOB #: 202969
SCALE: 1"=40'
SHEET 1 OF 1





LOCATION MAP

NOT TO SCALE

PROPOSED APARTEMENT USES

NO. OF UNITS	% OF UNITS	UNIT TYPE	UNIT S.F.	TOTAL S.F.
20	10.00%	S1-STUDIO	707	14,410
48	24.00%	A1-1 BR	756	36,288
20	10.00%	A2-1 BR	816	16,320
32	16.00%	B1-2 BR	1,164	37,248
44	22.00%	B1c-2 BR	1,176	51,744
36	18.00%	C1-3 BR	1,248	44,928
200	100.00%			200,668

PARKING ANALYSIS

PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
PARKING PROVIDED = 424 SPACES
PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
ADA PARKING PROVIDED = 10 SPACES

MF-14 DEVELOPMENT STANDARDS

	REQUIRED	PROVIDED
MAX. BUILDING HEIGHT=	45' OR 3.5 STORIES	59'/4 STORIES
DENSITY=	14 UNITS/ACRE	10.7 UNITS/ACRE
MIN. HEATED FLOOR AREA		
3 BR UNIT	900 S.F.	1,248 S.F.
2 BR UNIT	750 S.F.	1,164 S.F. (MIN)
1 BR UNIT	600 S.F.	756 S.F. (MIN)
STUDIO UNIT	450 S.F.	707 S.F.
FRONT YARD SETBACK	10'	AS SHOWN
SIDE YARD SETBACK	10'	AS SHOWN
REAR YARD SETBACK	25'	AS SHOWN
LOT WIDTH AND FRONTAGE	100'	145'
VEGETATED BUFFERS	10'	AS SHOWN
BUILDING SEPARATION		
FRONT TO FRONT	50'	AS SHOWN
FRONT TO REAR OR SIDE	50'	AS SHOWN
SIDE TO SIDE	20'	AS SHOWN
OPEN SPACE	20%	39%**

** SEE "OPEN SPACE EXHIBIT" FOR OPEN SPACE DETERMINATION

PROPERTY PROPOSED FOR REZONING TO MF-14
16.776 ± AC.

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14
1.945 ± AC.

PROPERTY PROPOSED FOR REZONING TO MF-14

PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
TAX PARCEL 2 (POND TRACT)	6.786 ±	M-N / G-C*	MF-14
TAX PARCEL 3	7.325 ±	G-C*	MF-14
TAX PARCEL 4 (ROAD TRACT)	2.665 ±	G-C*	MF-14
TOTAL	16.776 ±		

* G-C PARCELS ARE WITHIN MAIN STREET OVERLAY DISTRICT

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14

PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
FORTY-ONE CONNECTOR	1.945 ±	MINING (COUNTY)	MF-14

TOTAL PROPERTY PROPOSED FOR REZONING TO MF-14 = 18.721 ± AC.

Know what's below Call before you dig

** NOTE **
THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DESIGN MAY VARY DEPENDING ON ACTUAL TOPOGRAPHIC & BOUNDARY SURVEY, DRAINAGE, ETC. THIS ADDITIONAL INFORMATION COULD CAUSE CHANGES IN TOTAL SITE AREA REQUIRED DUE TO SLOPES, PARKING, ETC.

REZONING PLAN

SCALE IN FEET
100' 50' 0 100' 200' 300'

BDG
3471 DONAVILLE ST
DULUTH, GA 30096
PHONE: 404-567-5701
FAX: 404-567-5703
WWW.BDGSE.COM
Buckel Design Group, LLC.

STAMP

APARTMENTS AT 175 MAIN STREET MARKET PLACE
CARTERSVILLE, BARTOW CO., GA 30121

FOR: CHEROKEE MAIN STREET III, LLC
ROME, GEORGIA

REVISION	BY

DRAWN SC
CHECKED ADB
ISSUED DATE 6/19/2020
ISSUED FOR REZONING APPLICATION
PROJECT NO. 19-161
FILE
SHEET P-6

Meeting: March 4, 2021 Item 16

JCox – Jun 25, 2020 – 11:08am
P:\Project Drawing Files\Site Department\2019\19-161 Cartersville, GA (Marketplace Apartments)\19-161 p-6.dwg – LAYOUT: Exhibit – P-6 Zoning

Pictures Taken 7-24-2020

CITY OF CARTERSVILLE
ANNEXATION/
ZONING NOTICE
CASE NO. AZ 20-04
APPLICATION HAS BEEN MADE FOR
ANNEXATION AND ZONING OF THIS
PROPERTY AS. MF-14
PLANNING COMMISSION MEETING
AT 5:30 P.M. ON 8-11-20
CITY COUNCIL FIRST READING
AT 7:00 P.M. ON 8-20-20
CITY COUNCIL SECOND READING
AT 7:00 PM ON 9-3-20
HEARINGS TO BE HELD AT CITY HALL
10 NORTH PUBLIC SQUARE.
FOR ADDITIONAL INFORMATION
CONTACT THE DEPARTMENT OF
DEVELOPMENT AT 387-5600

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	March 4, 2021
SUBCATEGORY:	Tabled
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z20-03 175 E. Main St.
DEPARTMENT SUMMARY RECOMMENDATION:	Applicant requests rezoning of 16.77 +/- acres from G-C (General Commercial) to MF-14 (Multi-Family Residential) for the purposes of constructing a 200-unit apartment complex. The site is located in the Main Street Overlay District and will be required to comply with the Districts' standards. Planning Commission recommends approval, 4-1.
LEGAL:	N/A

ZONING SUMMARY

Petition Number(s): **Z20-03**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Cherokee Main Street III, LLC**

Representative: **Robert Ledbetter, Jr.**

Property Owner: **South of Main, LLC**

Property Location: **135-175 Main Street Market Place & Parcel C007-0001-018**

Access to the Property: **Main Street Market Place (from E. Main Street)**

Site Characteristics:

Tract Size: Acres: **16.776** District: **4th** Section: **3rd** LL(S): **405**

Ward: **2** Council Member: **Cary Roth**

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial)**
Proposed Zoning: **MF-14 (Multi-Family Residential)**
Proposed Use: **Apartment development**

Current Zoning of Adjacent Property:
North: **G-C (General Commercial)**
South: **County M-1 (Mining)**
East: **G-C and County M-1**
West: **G-C and MN (Mining)**

The Future Development Plan designates the subject property as: **Main Street Overlay District**

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

ZONING ANALYSIS

Site History:

Generally, site of Kroger and several restaurant/ retail out parcels.

Previous zoning cases:

AZ07-04 Annexation of 7.54ac, County M-1 to G-C. Approved 10-4-07.
Z07-14 Rezoning of 37.79ac MN to G-C. Approved 10-4-07.
AZ14-03 Annexation of 3.68ac, County M-1 to G-C. Approved 8-7-14.
Z14-03 Rezoning of 7.33ac MN to G-C. Approved 8-7-14.

Project Summary:

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

Five (5) buildings are proposed to house the 200 units. They will be arranged to create an enclosed space for amenities. Parking will be located around the perimeter of the property. Direct access to the apartment development will be via Main Street Market Place and an un-named private street. Both streets provide access to E. Main Street at (4) different intersections.

The proposed apartment site was previously planned as a commercial retail site. The owner wishes to introduce a residential product to the overall development thereby creating a version of a planned -development. The City ordinance for a Planned Development requires a mix of housing products in conjunction with commercial retail uses. Only one housing product is currently being considered.

The only residential use in the immediate area is Avonlea apartments on the north side of E. Main St. and in sight of this proposed development. On July 2nd, City Council approved the rezoning for 210 apartment units, 1 and 2 bedroom only, on Overlook Pkwy east of the I-75/ E. Main Street interchange.

The current statistics of the proposed development are as follows.

	UNITS	**Proposed Min. (sf)**	**Required min.(sf)**	**Required Parking (2sp/per un)**	**Parking Spaces Provided**
Studio	20	707	450	40	---
1 BR	68	756	600	136	---
2 BR	76	1164	750	152	---
3 BR	36	1248	900	72	---
Total	**200**	**---**	**---**	**400**	**424**

Total Acreage: 18.72 (16.77ac in city. 1.95ac. to be annexed, AZ20-04).

Total Density: Proposed- 10.68 un/ac (with annexed tract). Max. allowed 14 un/ac.

Total Min. Greenspace Required: Required 20% of Total Acreage or 3.74ac.

Total Greenspace Provided: 39% of Total Acreage or 7.3ac.

This rezoning application should be considered in conjunction with Annexation application AZ20-04 that seeks to add 1.95 acres to this property for expansion of the stormwater retention system.

City Department Comments

Electric: Takes No Exception

Fibercom: Takes No Exception

Fire: Takes No Exception

Gas: Takes No Exception

Public Works: No comments received.

Water and Sewer: No comments received.

Cartersville School District: ...It appears they do not project many school-aged children living here. My comments for this project are similar to the previous multi-family unit project from a few weeks ago. How does this project align with the other projects that have been previously approved. Is someone watching the overall numbers of units being approved to make sure we have not set ourselves up for rapid growth that could put unintended consequences or possible [constraints] on our services in a short amount of time? I don't need an answer to those questions per se, but share them to make sure they are on the forefront of everyone's mind regardless of the project(s) being presented. We are working on addressing the capacity issues at our schools but it will take time to accomplish our goals. Thanks again for your help and support. I hope you have a good day.

Public Comments:
None received as of 8-5-2020

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
   Adjacent property that is zoned G-C contains commercial retail uses complimentary to the requested rezoning. Adjacent property that is zoned for mining, either MN or M-1, may be compatible with the requested zoning and land use if the current level of mining activity or other activity, like stormwater detention, remains at or below current activity levels.

2. *The suitability of the subject property for the zoned purposes.*
   The property is suitable for the zoned purposes.

3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
   The proposed development would introduce a residential housing product that may currently be in demand.

4. *Whether the subject property has a reasonable economic use as currently zoned.*
   The property has a reasonable economic use as currently zoned.

5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
   The zoning proposal would generally permit a use that is suitable in view of the use of the adjacent properties, particularly the G-C zoned properties.

6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
   The zoning proposal should not have an adverse effect on adjacent or nearby property use or usability.

7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
   The zoning proposal will conform to the Future Land Use Map and Future Development Plan.

8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
   No adverse impact is expected. Site and building renovation resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.

9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed use should not burden existing streets, transportation facilities or utilities. The Cartersville School District recognizes this rezoning may have a low degree of impact directly on the school system, but requests that all involved in the review be aware of that the collective result of the recent zoning approvals for multi-family projects may add additional strain to school resources. The school district is working on solutions to the capacity issues.

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

STAFF RECOMMENDATION:

Staff does not oppose the rezoning.

PLANNING COMMISSION RECOMMENDATION:

Recommends approval, 4-1.

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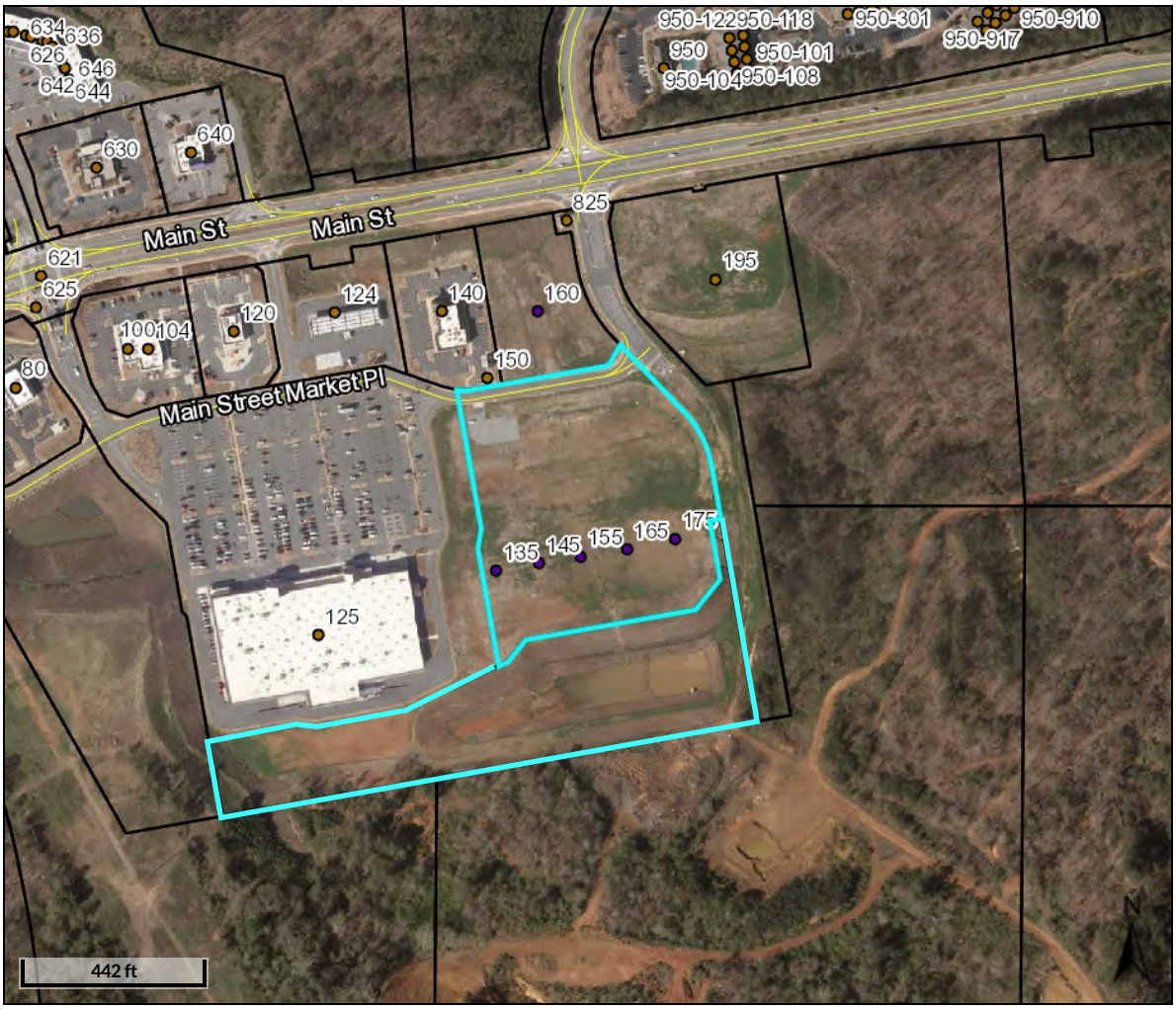
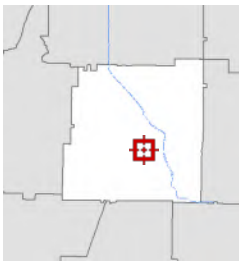


Overview



Legend

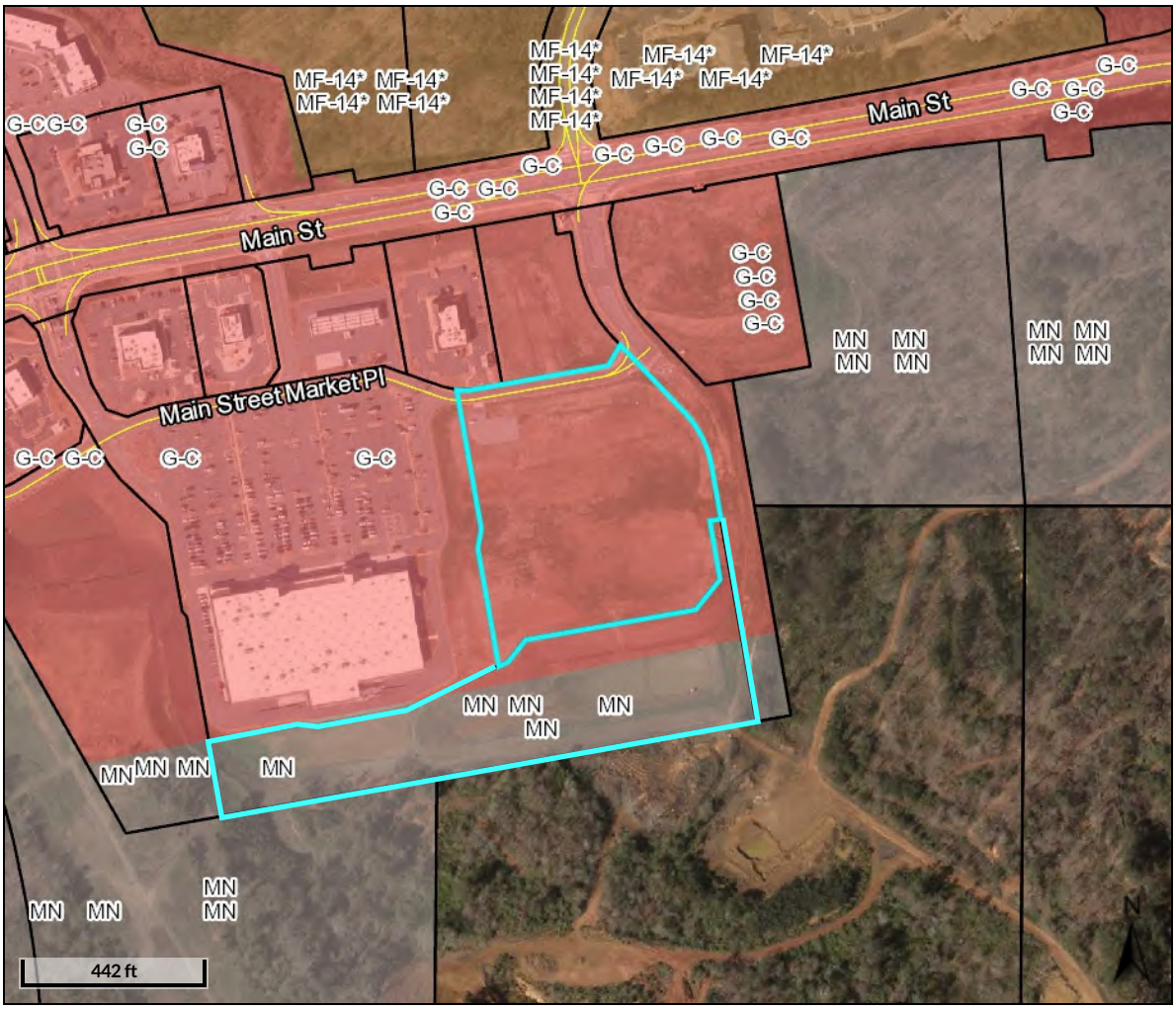
- Parcels
- Structural Numbers
  - <all other values>
  - Abandoned or Inactive
  - Active
  - Proposed
- Roads

Parcel ID	C007-0001-015	**Alternate ID**	46572	**Owner Address**	SOUTH OF MAIN LLC
Sec/Twp/Rng	n/a	**Class**	Commercial		P O BOX 1434
Property Address	135 175 MAIN STREET MARKET PLACE	**Acreage**	7.33		CARTERSVILLE GA 30120
	E Main Street TAD #1				
District	E Main Street TAD #1				
Brief Tax Description	LL 388, 405 D4				
	(Note: Not to be used on legal documents)				

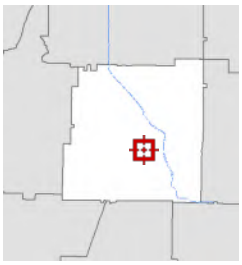
Date created: 6/1/2020
Last Data Uploaded: 5/29/2020 11:38:44 PM

Developed by Schneider GEOSPATIAL

qPublic.net™ Bartow County, GA



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*

District	E Main Street TAD #1
Brief Tax Description	LL 388, 405 D4
	(Note: Not to be used on legal documents)

Date created: 6/3/2020
Last Data Uploaded: 6/2/2020 11:11:13 PM

Developed by Schneider GEOSPATIAL

Parcel ID	C007-0001-015	**Alternate ID**	46572	**Owner Address**	SOUTH OF MAIN LLC
Sec/Twp/Rng	n/a	**Class**	Commercial		P O BOX 1434
Property Address	135 175 MAIN STREET MARKET PLACE	**Acreage**	7.33		CARTERSVILLE GA 30120
	E Main Street TAD #1				

Future Land Use Category: Mixed Use Commercial

Found in: Bartow County, Adairsville, Cartersville, Emerson

This includes Zoning Districts predominantly General Commercial, Neighborhood Commercial, or Office/ Institutional, while allowing for a range of residential densities. All residential districts are allowed, from single-family conventional, manufactured and industrialized housing, townhomes, multi-family housing ranging from duplexes to apartment buildings, and manufactured home parks (minimum size of 10 acres and only in specific districts as well as all permitted commercial and office uses. The Commercial/Mixed Use area is used to delineate areas where commercial and residential uses occur side by side. The use allows residential character to remain. However, this is primarily a commercial oriented land use, with overall 60% of the developments being of a commercial or office nature and 40% being residential in nature. Development or redevelopment should be consistent in the overall 60% commercial/ 40% residential balance of uses, even if one development or parcel is predominantly commercial or residential. This is a car-oriented land use category; efforts should be undertaken using Complete Streets policies to increase safe pedestrian access from the home to the store, office, or school. Land use within the Lake Allatoona-Glade Road Urban Redevelopment Area includes mixed use commercial areas encouraging balanced growth.

Highway 41 commercial and residential areas, Adairsville

Tennessee St. Mixed Use Corridor, Cartersville

Meeting: March 4, 2021 Item 17.

Application for Rezoning

City of Cartersville

Case Number: Z20-03

Date Received: 6-30-2020

Public Hearing Dates:

Planning Commission Aug. 11 5:30pm | 1st City Council Aug 20th 7:00pm | 2nd City Council Sept 3rd 7:00pm

Applicant Cherokee Main Street III, LLC By: Etowah Investors, LLC, its Managing Member Robert H. Ledbetter, Jr., its Manager (printed name)

Office Phone 706-290-1358

Address 106 East 8th Avenue

Mobile/ Other Phone

City Rome State GA Zip 30161 Email rledbetterjr@ledbetterproperties.com

Representative's printed name (If other than applicant)

Phone (Rep)

Email (Rep)

Representative Signature

Applicant Signature

Signed, sealed and delivered in presence of:

Notary Public

My commission expires:

Angela Whiteaker Dunagan
NOTARY PUBLIC
Floyd County, Georgia
My Commission Expires
April 9, 2023

* Titleholder South of Main, LLC By: Dellinger Management Company, Inc., its Manager Kena R. Butler, Its President (titleholder's printed name)

Phone 770-386-3954

Address PO Box 1434 Cartersville, GA 30120

Email kenarbutler@gmail.com

Signature Kena R. Butler

Signed, sealed, delivered in presence of:

Notary Public

My commission expires:

MARY E KEITH
MY COMMISSION EXPIRES
NOTARY PUBLIC
APRIL 27, 2021
BARTOW COUNTY, GEORGIA

Present Zoning District G-C and M-N

Requested Zoning MF-14

Acreage 16.776 Land Lot(s) 405 District(s) 4 Section(s) 3

Location of Property: 175 Main Street Market Place C007-0001-015 C007-0001-018
(street address, nearest intersections, etc.)

Reason for Rezoning Request:
Proposed rezoning to MF-14 to allow for 200 unit apartment development
(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: 07/02/20

Date Two Years Prior to Application: 07/02/18

Date Five Years Prior to Application: 07/02/15

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		✓

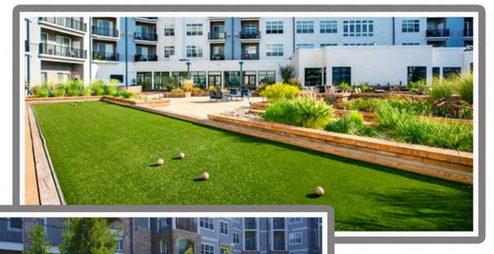
2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Signature 6/22/20 Date

Robert H. Ledbetter, Jr.
Print Name

K:\Planning General Info\City Forms_apps_mailing labels\Forms and Applications\Annexation Rezoning Special Use Variance apps\Rezoning application_updated 12-6-19.doc

Building - Character
(Multiple color schemes available)



Amenity - Character
(possible Pool & Features etc.)

Utility - Character
(Mail Kiosk & Waste Enclosure)

SITE DATA:
Main Apartment Tract = +/-8.546 acres
Southern land tract (combined detention) = +/-1.65 acres

(5) Apartment Buildings with Motor Court
(200) Units
(346) Parking Spaces (within gates)

Proposed Amenities:
Main Pool area with Clubhouse
Common Green with Bocce and Grills

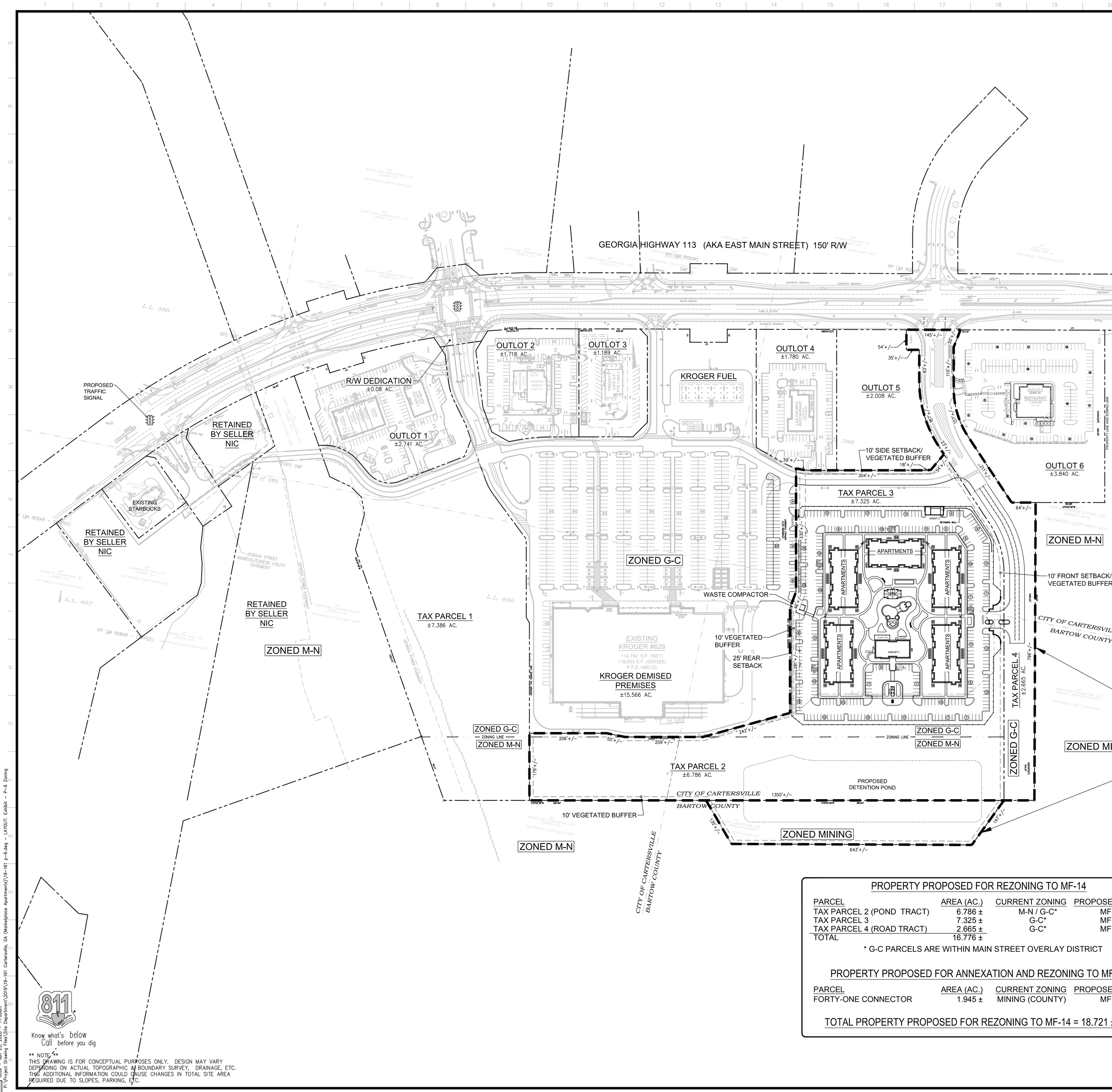
175 Main

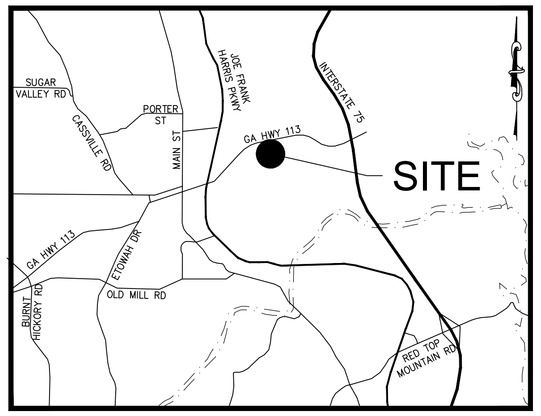
Site Plan Concept
April 2020

ADG
AHRENS DESIGN GROUP
Landscape Architecture | Site Planning
Urban Design | Development Consulting

Disclaimer: Illustration represents intent of development, home plans and layout may change without notice. For final layout review, refer to civil engineering set once submitted.

© Group 4 Design, Inc.





LOCATION MAP

NOT TO SCALE

PROPOSED APARTEMENT USES

NO. OF UNITS	% OF UNITS	UNIT TYPE	UNIT S.F.	TOTAL S.F.
20	10.00%	S1-STUDIO	707	14,410
48	24.00%	A1-1 BR	756	36,288
20	10.00%	A2-1 BR	816	16,320
32	16.00%	B1-2 BR	1,164	37,248
44	22.00%	B1c-2 BR	1,176	51,744
36	18.00%	C1-3 BR	1,248	44,928
200	100.00%			200,668

PARKING ANALYSIS

PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
PARKING PROVIDED = 424 SPACES
PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
ADA PARKING PROVIDED = 10 SPACES

MF-14 DEVELOPMENT STANDARDS

	REQUIRED	PROVIDED
MAX. BUILDING HEIGHT=	45' OR 3.5 STORIES	59'/4 STORIES
DENSITY=	14 UNITS/ACRE	10.7 UNITS/ACRE
MIN. HEATED FLOOR AREA		
3 BR UNIT	900 S.F.	1,248 S.F.
2 BR UNIT	750 S.F.	1,164 S.F. (MIN)
1 BR UNIT	600 S.F.	756 S.F. (MIN)
STUDIO UNIT	450 S.F.	707 S.F.
FRONT YARD SETBACK	10'	AS SHOWN
SIDE YARD SETBACK	10'	AS SHOWN
REAR YARD SETBACK	25'	AS SHOWN
LOT WIDTH AND FRONTAGE	100'	145'
VEGETATED BUFFERS	10'	AS SHOWN
BUILDING SEPARATION		
FRONT TO FRONT	50'	AS SHOWN
FRONT TO REAR OR SIDE	50'	AS SHOWN
SIDE TO SIDE	20'	AS SHOWN
OPEN SPACE	20%	39%**

** SEE "OPEN SPACE EXHIBIT" FOR OPEN SPACE DETERMINATION

PROPERTY PROPOSED FOR REZONING TO MF-14
16.776 ± AC.

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14
1.945 ± AC.

PROPERTY PROPOSED FOR REZONING TO MF-14

PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
TAX PARCEL 2 (POND TRACT)	6.786 ±	M-N / G-C*	MF-14
TAX PARCEL 3	7.325 ±	G-C*	MF-14
TAX PARCEL 4 (ROAD TRACT)	2.665 ±	G-C*	MF-14
TOTAL	16.776 ±		

* G-C PARCELS ARE WITHIN MAIN STREET OVERLAY DISTRICT

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14

PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
FORTY-ONE CONNECTOR	1.945 ±	MINING (COUNTY)	MF-14

TOTAL PROPERTY PROPOSED FOR REZONING TO MF-14 = 18.721 ± AC.

811 Know what's below Call before you dig

** NOTE **
THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DESIGN MAY VARY DEPENDING ON ACTUAL TOPOGRAPHIC & BOUNDARY SURVEY, DRAINAGE, ETC. THIS ADDITIONAL INFORMATION COULD CAUSE CHANGES IN TOTAL SITE AREA REQUIRED DUE TO SLOPES, PARKING, ETC.

REZONING PLAN

SCALE IN FEET
100' 50' 0 100' 200' 300'

BDG
3471 DONAVILLE ST
DULUTH, GA 30096
PHONE: 404-567-5701
FAX: 404-567-5703
WWW.BDGSE.COM
Buckel Design Group, LLC.

STAMP

APARTMENTS AT 175 MAIN STREET MARKET PLACE
CARTERSVILLE, BARTOW CO., GA 30121

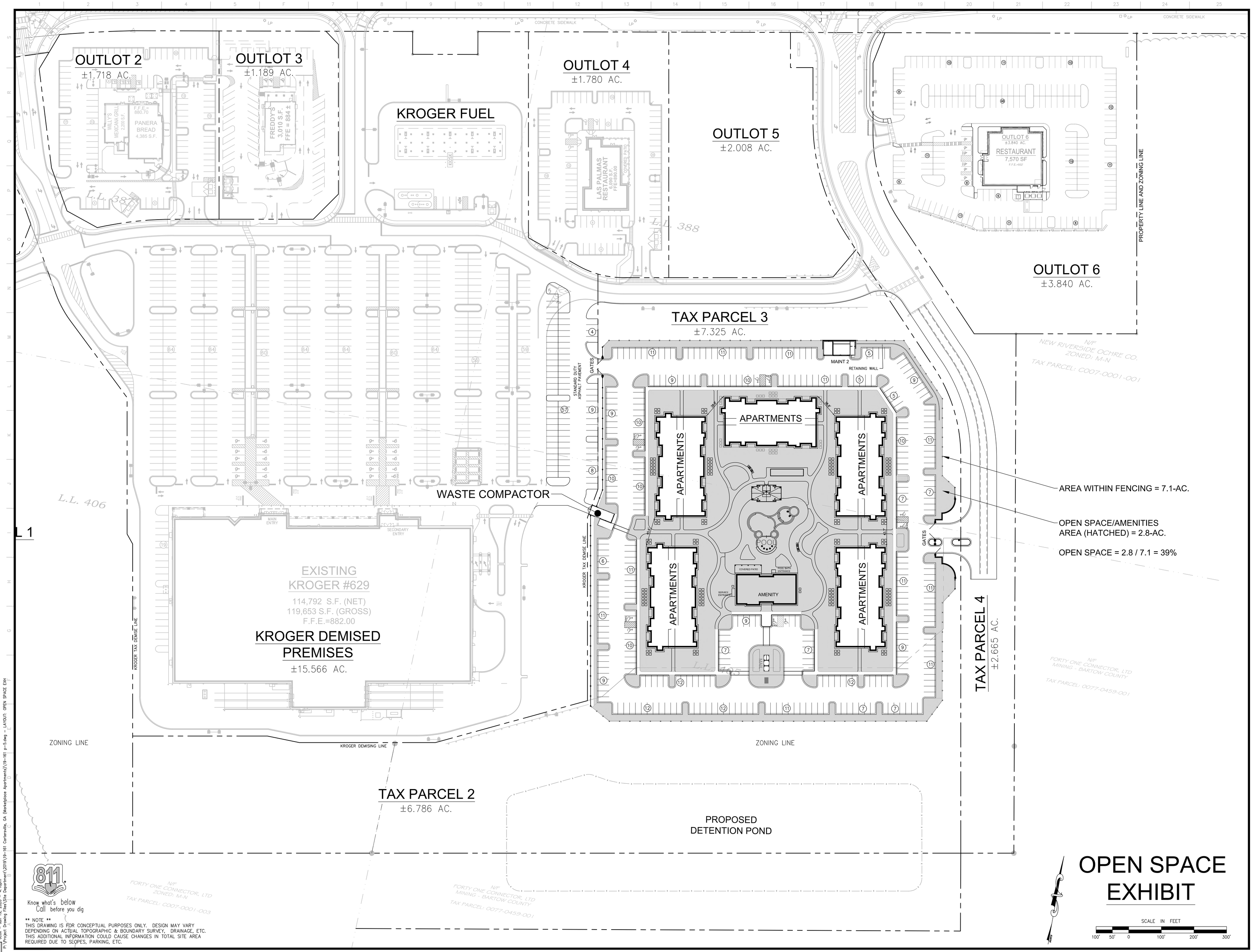
FOR: CHEROKEE MAIN STREET III, LLC
ROME, GEORGIA

REVISION	BY

DRAWN SC
CHECKED ADB
ISSUED DATE 6/19/2020
ISSUED FOR REZONING APPLICATION
PROJECT NO. 19-161
FILE
SHEET P-6

Meeting: March 4, 2021 Item 17

JCox – Jun 25, 2020 – 11:08am
P:\Project Drawing Files\Site Department\2019\19-161 Cartersville, GA (Marketplace Apartments)\19-161 P-6.dwg – LAYOUT: Exhibit – P-6 Zoning



OPEN SPACE EXHIBIT

BDG
Buckel Design Group, LLC.
3471 DONAVILLE ST
DULUTH, GA 30096
PHONE: 404-567-5701
FAX: 404-567-5703
WWW.BDGSE.COM

STAMP

APARTMENTS AT 175 MAIN STREET MARKET PLACE
CARTERSVILLE, BARTOW CO., GA 30121

FOR: CHEROKEE MAIN STREET III, LLC
ROME, GEORGIA

REVISION	BY

DRAWN
SC

CHECKED
ADB

ISSUED DATE
6/19/2020

ISSUED FOR
REZONING APPLICATION

PROJECT NO.
19-161

FILE

SHEET
EX

Monday, March 4, 2021 8:01:17 PM

164 JCox – Jun 19, 2020 – 4:10pm
P:\Project Drawing Files\Site Department\2019\19-161 Cartersville, GA (Marketplace Apartments)\19-161 p-5.dwg – LAYOUT: OPEN SPACE EXH

LINE TABLE

LINE	BEARING	LENGTH
L1	S28°03'24"E	25.00
L2	N62°56'36"E	94.75
L3	N65°53'24"W	25.00
L4	S49°22'00"E	91.13
L5	S43°22'00"E	24.00
L6	S12°11'54"E	93.05
L7	S56°16'31"E	50.92
L8	S11°31'30"W	18.67
L9	N49°58'30"W	36.55
L10	S74°14'34"W	3.72
L11	S59°55'55"E	27.82
L12	S34°55'36"W	54.48
L13	N71°11'17"W	50.07
L14	N29°51'05"W	50.25
L15	N20°14'24"E	29.46
L16	N20°54'24"E	31.75
L17	S09°55'29"E	35.00
L18	N80°04'32"E	100.00
L19	N09°55'28"W	35.00
L20	S10°14'27"E	35.82
L21	S10°06'16"E	52.90
L22	S27°27'18"W	54.34
L23	N09°42'28"W	57.85
L24	INTENTIONALLY OMITTED	
L25	INTENTIONALLY OMITTED	
L26	INTENTIONALLY OMITTED	
L27	N10°04'15"W	109.69
L28	N11°25'27"E	49.50
L29	S78°56'08"W	26.53
L30	S38°52'40"W	91.22
L31	S36°23'55"W	37.39
L32	N10°13'30"E	46.32
L33	N89°20'09"W	50.00
L34	N89°19'36"W	17.58
L35	N71°53'31"E	131.57
L36	INTENTIONALLY OMITTED	
L37	N79°55'38"E	34.51
L38	S26°38'14"E	55.13
L39	S09°04'16"E	38.81
L40	S20°55'31"E	45.40
L41	S04°06'30"W	95.83

CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	93.23	1814.91	S39°59'15"W	93.22
C2	198.86	1835.09	S47°32'55"W	198.77
C3	144.68	1835.09	S52°54'33"W	144.64
C4	112.63	1835.09	S57°55'44"W	112.61
C5	137.15	835.00	S56°47'41"E	137.03
C6	182.36	371.16	S55°47'41"E	180.54
C7	153.77	245.00	N38°57'17"W	151.26
C8	38.21	140.00	N49°06'35"E	38.09
C9	57.55	140.00	S77°22'06"E	57.16
C10	117.78	346.00	S72°39'27"W	117.23
C11	46.51	160.00	S58°10'45"E	46.35
C12	62.50	187.00	S56°44'13"E	62.01
C13	26.54	240.00	N63°03'59"W	26.52
C14	93.06	75.00	S69°01'00"E	87.20
C15	114.99	122.50	N74°51'55"W	110.99
C16	78.45	1834.91	S57°16'25"W	78.45
C17	18.23	140.00	N18°11'49"E	18.22
C18	58.94	115.00	N45°27'26"W	58.33

CITY OF CARTERSVILLE CERT.

IN ACCORDANCE TO THE CITY OF CARTERSVILLE DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED. THIS PLAT WAS GIVEN FINAL APPROVAL BY THE FOLLOWING CITY PERSONNEL ON BEHALF OF THE CITY OF CARTERSVILLE:

9/20/16
ZONING ADMINISTRATOR — DATE

9/20/16
WATER SUPERINTENDENT — DATE

09.20.2016
GAS SUPERINTENDENT — DATE

9.20.2016
ELECTRIC SUPERINTENDENT — DATE

9/20/16
FIBER SUPERINTENDENT — DATE

9/20/16
CITY ENGINEER — DATE

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED "FUTURE" AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL REQUIREMENTS OF THE DEVELOPMENT AND ZONING REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

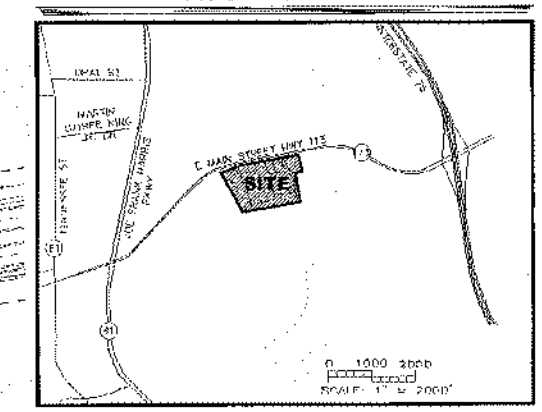
9/20/16
SURVEYOR — DATE

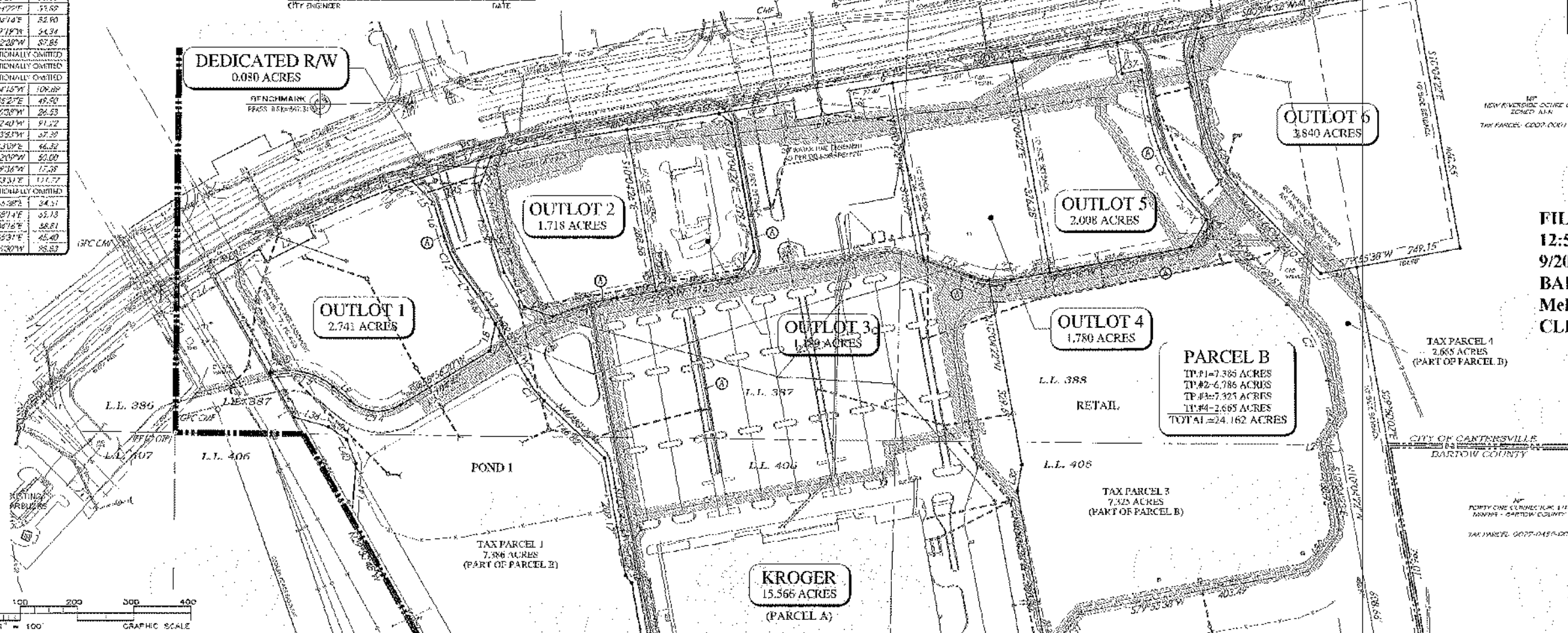
GEORGIA REGISTERED PROFESSIONAL ENGINEER

(A) ALL SIDEWALKS TO BE DYED TO MATCH EXISTING SIDEWALKS WITHIN EAST MAIN STREET RIGHT-OF-WAY

NEW RIVERSIDE OFFICE #545 OFFICE PAVEMENT AT 10% ADDITION RATE (30 LBS/C.Y. OF CONCRETE).
CONTACT: BRAD HUGHES - (770) 382-4568, EXT. 112

LOCATION SKETCH





BK 78 PG 37

FILED
12:50 PM
9/20/2016
BARTOW COUNTY SUPERIOR COURT
Melba Scoggins
CLERK

CO = CLEAN OUT	WM = WATER METER
IRV = IRRIGATION VALVE	WV = WATER VALVE
IPF = IRON PIN FOUND	LL = LAND LOT
IPP = IRON PIN PLACED	L.L.L. = LAND LOT LINE
OTP = OPEN TOP PIPE	PP = POWER POLE
CTP = CRIMPED TOP	P = POWER LINE
R/W = RIGHT OF WAY	-X- = FENCE LINE
CM = CONCRETE MONUMENT	CH = CHORD
N/F = NOW OR FORMERLY	A OR L = ARC LENGTH

FINAL PLAT FOR:

MAIN STREET MARKETPLACE

LOCATED IN LAND LOTS 387, 388, 405, & 406
4th DISTRICT, 3rd SECTION
CARTERSVILLE, BARTOW COUNTY, GEORGIA

** FLOOD STATEMENT **
THE F.E.M.A. FLOOD INSURANCE RATE MAP SHOWS THE REFERENCED PARCEL IN ZONE X AND IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS, ACCORDING TO PANEL NO. 13015 C 0207 G, DATED: SEPTEMBER 29, 2007.

DATE: SEPT. 9, 2016	REV:	JOB NO: 16163
DATE OF FIELDWORK: AUGUST 1, 2016		

SOUTHLAND ENGINEERING
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0445 FAX: 770.607.5151

SHEET: 1 of 3

OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS DRAINS AND DRAINAGE EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER.

OWNER — 9/20/16 DATE

SURVEY REFERENCES

1. PROPOSED COMMERCIAL DEVELOPMENT CONCEPT FOR LEDBETTER PROPERTIES, LLC. BY DUPLANTIS DESIGN GROUP, PC LLC; DATED MAY 13, 2014.
2. GEORGIA POWER EASEMENT - CARTERSVILLE - BIG SHANTY 230KV TRANSMISSION LINE (CARTERSVILLE - SOUTH ACWORTH SECTION), DRAWING No. H-488; DATED FEBRUARY 26, 2003.
3. GEORGIA HIGHWAY 113 (A.K.A. EAST MAIN STREET) - RIGHT-OF-WAY MAP FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION - PROJECT: EF-518-1(13) BARTOW, DATED DECEMBER 7, 1977.
4. MAIN STREET GATEWAY - MAINLINE ROADWAY PLAN FOR THE CITY OF CARTERSVILLE BY PHARR ENGINEERING - PROJECT: STMPD-0008(002)741.

OWNER/DEVELOPER

CHEROKEE MAIN STREET III, LLC
105 EAST 8TH AVENUE, ROME, GA
24 HOUR CONTACT: MR. DEVON MICKELS
PHONE: (770-967-0347)

ZONING NOTES

ACREAGE OF SITE - 53.230 ACRES
ZONED: G-C (GENERAL COMMERCIAL)
(ALL LOTS LOCATED IN MAIN STREET OVERLAY DISTRICT)

TOTAL NUMBER OF LOTS = 10
TOTAL NUMBER OF BUILDABLE LOTS = 8
MINIMUM FRONT YARD SETBACK = 20'
MINIMUM SIDE YARD SETBACK = 10'
MINIMUM REAR YARD SETBACK = 20'
MINIMUM LOT AREA - NONE
MAXIMUM BUILDING HEIGHT = SIXTY (60) FEET OR 4 STORIES, WHICHEVER IS HIGHER.
MAXIMUM LOT COVERAGE - 50%
MINIMUM BUFFER REQUIREMENTS = A MINIMUM FIFTEEN (15) FOOT WIDE BUFFER ALONG RESIDENTIAL DISTRICT
MINIMUM LOT FRONTAGE - 150 FT.
MINIMUM LOT WIDTH @ BUILDING LINE = 100 FT.

GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1' IN 26,006 FEET, AND AN ANGULAR ERROR OF 7" PER ANGLE POINT, AND WAS NOT ADJUSTED.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN 236,494 FEET.
3. EQUIPMENT USED: TOPCON 203, TOTAL STATION, WITH DATA COLLECTOR.
4. RIGHTS-OF-WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
5. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
6. DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.
7. ALL PROPERTY CORNERS ARE HALF INCH REBAR UNLESS OTHERWISE NOTED.
8. DRAINAGE EASEMENTS OFF RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

Pictures Taken 7-24-2020

CITY OF CARTERSVILLE
ZONING NOTICE
CASE NO. Z20-03
APPLICATION HAS BEEN MADE FOR REZONING OF THIS PROPERTY FROM G-C TO MF-14
PLANNING COMMISSION MEETING AT 5:30 P.M. ON 8-11-20
CITY COUNCIL FIRST READING AT 7:00 P.M. ON 8-20-20
CITY COUNCIL SECOND READING AT 7:00 P.M. ON 9-3-20
HEARINGS TO BE HELD AT CITY HALL 10 NORTH PUBLIC SQUARE.
FOR ADDITIONAL INFORMATION CONTACT PLANNING AND DEVELOPMENT DEPT. AT 770-3 7-5600