



**CARTERSVILLE  
CITY COUNCIL MEETING**  
Council Chambers, Third Floor of City Hall  
Thursday, January 18, 2024 at 7:00 PM

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**AGENDA**

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**COUNCILPERSONS:**

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

**CITY MANAGER:**

Dan Porta

**CITY ATTORNEY:**

Keith Lovell

**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. January 4, 2024, Council Meeting Minutes

**OTHER**

2. FY 2023 Audit Presentation

**APPOINTMENTS**

3. Planning Commission

**PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS**

4. Z23-06: Rezoning Application Center Road Townhomes

5. Z24-01. 109 & 111 Douglas St. Applicant: Daneise Archer

6. SU24-01. 109 Douglas St. Applicant: Daneise Archer

7. T24-01. Applicant: Darrell Simpson

## **FIRST READING OF ORDINANCES**

- [8.](#) Water & Sewer Capacity Fee Update

## **RESOLUTIONS**

- [9.](#) Excess Right of Way Road Abandonment – Old Mill

## **CONTRACTS/AGREEMENTS**

- [10.](#) Visioning Session Agreement with Catherine Bennett Consulting, LLC
- [11.](#) Geo Hydro Inspections and NPDES Compliance Services
- [12.](#) SpryPoint Customer Portal- Discovery and Integration documents

## **BID AWARD/PURCHASES**

- [13.](#) SpryPoint Customer Portal Annual Subscription Invoice
- [14.](#) SuperVac Fans Purchase
- [15.](#) Pipe Purchase Grassdale Road Improvements

## **MONTHLY FINANCIAL STATEMENT**

- [16.](#) November 2023 Financial Report

## **ADJOURNMENT**

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

**P.O Box 1390 – 10 N. Public Square – Cartersville, Georgia 30120**  
**Telephone: 770-387-5616 – Fax 770-386-5841 – [www.cityofcartersville.org](http://www.cityofcartersville.org)**





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Council Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	January 4, 2024, Council Meeting Minutes
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Council Minutes from January 4, 2024, have been uploaded for your review and approval.
<b>LEGAL:</b>	NA

City Council Meeting  
City Hall – Council Chambers  
January 4, 2024  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

Meeting: January 18, 2024 Item 1.

## **WORK SESSION**

Mayor Matthew Santini opened Work Session at 6:04 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:24 P.M.

## **OPENING MEETING**

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Wren.

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

## **REGULAR AGENDA**

### **COUNCIL MEETING MINUTES**

#### **1. December 21, 2023, Council Meeting Minutes**

Council Member Wren made a motion to approve the December 21, 2023, Council Meeting Minutes. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

### **SWEARING IN OF ELECTED OFFICIALS**

#### **2. Swearing-in of Elected Officials**

Julia Drake, City Clerk, swore in Matthew J. Santini, Mayor; Jayce Stepp, Council Member Ward Two; Calvin Cooley, Council Member Ward Four; and Alyssa Cordell, Council Member Ward Six.

Council Member Hodge made a motion to add four (4) items to the agenda. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0

**ADDED ITEM**

**3. Mayor Pro-Tempore Appointment**

Council Member Fox made a motion to appoint Council Member Cooley as Mayor Pro-Tempore. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Mrs. Drake swore in Council Member Cooley as Mayor Pro-Tempore.

**APPOINTMENTS**

**4. Appointment/Swearing-in of Municipal Court Judge & Assistant Municipal Court Judge**

Mayor Santini stated this is the annual reappointment of Municipal Court Judge Harry White, and of Assistant Municipal Court Judge Harold J. Choate III, as required according to statute per Keith Lovell.

Council Member Stepp made a motion to approve the Appointment and Swearing-in of Municipal Court Judge and Assistant Municipal Court Judge. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Mrs. Drake swore in Harry White, Municipal Court Judge, and Harold J. Choate III, Assistant Municipal Court Judge.

Judge White stated that he appreciated the continued support of the City of Cartersville, Mayor Santini, and the council members.

Judge Choate thanked the mayor and Council for the opportunity to continue to serve.

**CONTRACTS/AGREEMENTS**

**5. Cartersville Municipal Court Judges**

Freddy Morgan, Assistant City Manager, stated this is the annual renewal of the Municipal Court Judges’ contract for providing services to Cartersville Municipal Court in 2024.

Council Member Fox made a motion to approve the Cartersville Municipal Court Judges Contracts. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

**6. City Manager Agreement**

David Archer, Assistant City Attorney, stated the new City Manager Agreement was presented for review and approval. If approved, it will be effective until January 6, 2026.

Council Member Cooley made a motion to approve the City Manager Agreement. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

Mayor Santini thanked Dan Porta, City Manager, for the exemplary leadership.

**7. SU23-02: 645 Henderson Dr.**

Randy Mannino, Planning and Development Director stated the applicant requests a Special Use permit to allow automotive and truck sales or rental on the property identified as 645 (659) Henderson Dr, in Land Lot 594 of the 4th District, 3rd Section. Tax ID No. C022-0004-011. The Approximate land area is 2.85 acres. No outdoor storage of inventory is proposed. The staff is not opposed to the request with the following conditions: The special use permit is only for the applicant and for the applicant’s business. No outdoor storage or display of inventory.

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

Council Member Fox made a motion to approve SU-23-02: 645 Henderson Dr. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**RESOLUTIONS**

**8. Council Meeting Date Change**

Mr. Porta stated the first Council Meeting in July conflicts with the July 4<sup>th</sup> Holiday. The Council has traditionally opted to change the meeting date. The resolution to make this change is attached.

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

Reference Resolution 01-24

**BID AWARD/PURCHASES**

**9. Compact Excavator Purchase**

Brian Friery, Gas Department Assistant Director, stated sealed bids were opened for the purchase of a compact excavator on December 12, 2023, following a request for bid proposals from nine (9) excavator dealers and postings on the Georgia Procurement Registry as well as the City’s website. Out of seven (7) bid proposals received, the two low bidders did not meet the required minimum specifications. The third low bidder and the lowest bidder meeting the required minimum specifications was submitted by Rhinehart Equipment Company of Rome, Georgia in the amount of \$90,520.32.

This purchase is a budgeted item and the Gas System budgeted \$80,000.00 for this item based on a price quotation dated March 15, 2023, from a local dealer for approximately \$78,647.62. Due to the current supply chain constraints and the volatile pricing of equipment in today’s economy, the low bid received is approximately 11% over the budgeted amount. Since the low bidder met the minimum required specifications for this item, the Gas System recommends the City award this bid proposal to Rhinehart Equipment Company of Rome, Georgia, and purchase this item in the amount of \$90,520.32.

All affidavits required by O.C.G.A. §50-36-1 et. Seq. and O.C.G.A. §17-1-1 et. Seq. and DOL Rule 300-10-1-.02 have been duly executed and were provided by the low bidder with the bid proposal received.

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

### **10. Equipment Trailer Purchase**

Mr. Friery stated the Gas System is requesting the purchase of an 8-ton equipment trailer. Bids were requested from three dealers, but only two were received. LUCON, INC. of Griffin, GA gave the low bid of \$10,622.50. This is a budgeted item and Council’s approval to accept this bid was recommended.

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

### **11. 300kVA Transformer purchases**

Derek Hampton, Electric Department Director, stated the Electric Department needs to purchase (2)-300kVA Transformers. One is for stock and the other is needed to serve an existing customer that is doing an expansion and electrical service upgrade. Three bids were received and the bid from Gresco was deemed to be the best bid based on price and delivery time. Authorization was requested to purchase the two units from Gresco for a total of \$45,170.00. This is a budgeted expense.

Council Member Hodge made a motion to approve the 300kVA Transformer purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

### **12. New Recruit Class Uniform Purchase**

Scott Carter, Fire Chief, stated the need to purchase uniforms for the recruitment class that will begin in February. These uniforms are constructed of Nomex and are compliant with NFPA firefighter safety standards. This will be for a total of 82 pieces which is three uniforms per firefighter. The total cost of this uniform order will be \$12,180.00. This is a budgeted item. The uniforms came in at \$10.00 per uniform higher than budgeted but will be accounted for with an adjustment in other purchases from this category. Authorization for this order from NAFCO in the amount of \$12,180.00 was requested.

Council Member Roth made a motion to approve the New Recruit Class Uniform Purchase. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

### **13. Purchase of Power DMS**

Frank McCann, Police Chief, stated the Police Department is requesting approval to pay \$10,602.05 for the subscription to Power DMS, a database that is used to organize training, state certification, field training, and CALEA files. This is a budgeted item and is paid for using federal asset forfeiture funds. The E-save and E-Verify documents are on file.

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

**14. Invoice for Property and Casualty Insurance Claims**

Mr. Porta stated over the past four months the city has had a few personnel involved in vehicle accidents or an officer involved shooting where city vehicles were damaged and needed vehicle repairs. Also, one of our leaf trucks caught fire and needs to be repaired. In addition, a sewer backup caused damage to someone’s property and the city is liable for these repairs. The estimated repair costs and city’s actual cost after deductible are as follows:

Accident Date	Department	Vehicle	Estimated Total	City’s Deductible
09-21-2023	Fire	Expedition	\$11,189.64	\$1,000
10-16-2023	Water & Sewer	Explorer	\$11,478.44	\$1,000
11-02-2023	Police	Police Cruiser	\$12,015.40	\$1,000
11-17-2023	Solid Waste	Leaf Truck	\$10k to \$13,000	\$0
11-21-2023	Water & Sewer	Personal Property	\$35k to \$40,000	\$25,000

Approval to repair these vehicles and payment of the loss of personal property is recommended.

Council Member Fox made a motion to approve the Invoice for Property and Casualty Insurance Claims. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**ADDED ITEMS**

**15. Water Rate Ordinance Update**

Sidney Forsyth, Water Department Director, stated that this ordinance update will increase the capacity fees for a new residence by \$330.00 total for water and sewer. This ordinance has not been updated since 2000.

This was a first reading and would be voted on at the next City Council meeting scheduled for January 18, 2024.

**16. Temporary License Agreement: Walnut Grove/Manor Restorations**

Mr. Porta stated this temporary license agreement would allow Walnut Grove and Manor Restorations to provide dirt to the City of Cartersville until December 31, 2027.

(Motion made following next item)

**17. Temporary License Agreement: Walnut Grove/City of Cartersville**

Mr. Porta stated this temporary license agreement will allow Walnut Grove Plantation, Inc. to supply dirt to the City of Cartersville from an existing pit and other locations situated on the

Subject Property (tax parcel ID # 0073-0736-001), until December 31, 2025,  
stated within the contract.

Meeting: January 18, 2024 Item 1.

Mayor Santini inquired if both items could be voted on in one motion. Mr. Archer replied with yes.

Council Member Hodge made a motion to approve both Temporary License Agreements. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**ADJOURNMENT**

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

Meeting Adjourned at 7:22 P.M.

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:  
/s/ \_\_\_\_\_  
Julia Drake  
City Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Other
<b>DEPARTMENT NAME:</b>	Finance
<b>AGENDA ITEM TITLE:</b>	FY 2023 Audit Presentation
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Christopher McKellar with Mauldin and Jenkins will give a presentation on the city's FY 2023 annual audit.
<b>LEGAL:</b>	None





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Planning Commission
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Lamar Pendley, Steven Smith, and Alissa Cooley would like to continue serving as Board Members of the Planning Commission. Mr. Pendley’s new term as the Mayor’s Appointee will expire on January 31, 2026. Mr. Smith’s and Mrs. Cooley’s terms will expire January 31, 2028. John Clayton will replace Jeffrey Ross, with a new term expiring January 31, 2028.
<b>LEGAL:</b>	N/A



# CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2023
<b>SUBCATEGORY:</b>	Public Hearing – 1 <sup>st</sup> Reading of Zoning/Annexation Request
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	Z23-06 Townhouse Development Center Rd. at I-75. Parcel ID. C108-0001-001 Applicant: Merrill Trust
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Rezoning of approx. 103.85 acres from R-20 (Single Family Residential) to RA-12 (Residential Attached) for the development of approximately 199 Townhouse units on Center Rd adjacent to I-75.</p> <p>Staff does not oppose the rezoning and recommends the following conditions if the zoning is approved:</p> <ol style="list-style-type: none"> <li>1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.</li> <li>2. No development or Finished Floor Elevation (FFE) is to occur above the 1050 ft elevation without the review and approval of the Water Department.</li> <li>3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.</li> <li>4. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.</li> <li>5. Developer to provide necessary easements for a natural gas line extension on the property from Center Rd to Hwy 20.</li> <li>6. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.</li> <li>7. Incorporate the A&amp;R Engineering, Inc traffic study recommendations dated April 20, ,2023 into the approved site plans.</li> </ol> <p><b>Planning Commission recommends denial, 4-0.</b></p>
<b>LEGAL:</b>	N/A

**ZONING SYNOPSIS**  
**Petition Number(s): Z23-06**

**REQUEST SUMMARY:**

The applicant is requesting the rezoning of Parcel No. C108-0001-001 containing 103.85 acres from R-20 (Single Family Residential) to RA-12 (Single Family Residential, Attached) for development of 199 townhomes.

**APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant: **Merrill Trust**  
Representative: **Karl Lutiens**  
Property Owner: **WHM Chattahoochee Hills Investments LLC (Harrison Merrill, Jr.)**  
Property Location: **Center Rd & I75 (C108-0001-001)**  
Access to the Property: **Center Rd**

***Site Characteristics:***

Tract Size: Acres: **103.85** District: **4<sup>th</sup>** Section: **3<sup>rd</sup>** LL(S): **245**  
Ward: **6** Council Member: **Taff Wren**

**LAND USE INFORMATION**

Current Zoning: **R-20 Single-Family Residential**  
Proposed Zoning: **RA-12 Residential Attached, 12 units/ ac.**  
Proposed Use: **Townhouse Development**

Current Zoning of Adjacent Property:

North: **County R-3CU (Multi-Family Conditional Use); County M-1 (Mining)**  
South: **R-10 (Single Family Residential)**  
East: **R-10 (Single Family Residential)**  
West: **RA-12 (Single family Residential); County M-1 (Mining)**

The Future Development Plan designates the subject property as: **Suburban Living**

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

## ZONING ANALYSIS

### Site History:

**2004: Z04-14.** Approximately 202 acres were rezoned from R-20 to R-10 with conditions for two tracts of land north and south of Center Road west of and adjacent to I-75. Tract 1 was north of Center Road and named the Etowah Preserve subdivision. Tract 2 was south of Center Road and encompassed what is now the Autumn Canyon subdivision. 360 lots were approved with this zoning application.

**2018: Z18-03.** Zoning proposal to develop Etowah Preserve in 2 phases. Phase 1, now known as Everton Estates, would improve all existing infrastructure components and construct 182 townhome units and one amenity lot on the 50 +/- acres. Phase 1 requested rezoning from R-10 with conditions to RA-12. Phase 2 development on the remaining 111 +/- acres would occur at a future date and requested rezoning from R-10 with conditions to R-20 with conditions.

The Z18-03 rezoning request for Phases 1 and 2 was approved with conditions by City Council on April 19, 2018. The conditions are:

1. Maximum of 281 lots/units provided. No more than 199 lots/units shall be built in Phase 1 and 82 lots/units in Phase 2. ((360) lots approved Z04-14 – (79) lots Autumn Canyon = 281).
2. No development or Finished Floor Elevation (FFE) is to occur above the 1100 ft elevation without the review and approval of the Water Department.
3. Widen Center Rd out to Minor Collector standards (this includes the donation of required R/W to go from 50 ft to 60 ft or more where necessary for project related improvements)
4. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
5. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
6. Provide/maintain a minimum of 36 acres of green space.
7. Owner/developer is required to re-plat the property prior to development.
8. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.

**2019: Z19-02.** Zoning proposal for 111 +/- acres currently zoned R-20 with conditions be rezoned to MF-14 for the construction of 300 apartment units. Application withdrawn.

**2022: Z22-01.** Zoning proposal for 108.35 +/- acres currently zoned R-20 with conditions be rezoned to MF-14 for the construction of 199 townhouse units. Application denied.

**Z23-06 Zoning Summary:**

Zoning application, Z23-06, requests that 103.85 +/- acres, currently zoned R-20 with conditions, be rezoned to RA-12 for the construction of a max. 199 townhouse units with an amenity area. The site is located directly west and adjacent to I-75 on the north side of Center Road.

In 2022 the same applicant presented zoning application, Z22-01, requesting the same zoning and a similar project concept plan and scope of work. That application was denied by council. Since the denial, the applicant has met with Councilman Wren to address his concerns which primarily were traffic and development quality. A traffic study was provided and Councilman Wren visited Foxhall Resort in Douglasville, a development by the applicant, Merrill Trust.

The project is now represented by Karl Lutjens, Southland Engineering.

A conceptual site plan is provided; however, no additional information has been provided regarding architectural elevations, material lists, floor plans, bedroom configurations, etc.

**Misc. Noteworthy Items:**

In 2004, the original zoning case, Z04-14, approved a maximum of 360 lots for both sides of Center Rd. Currently, Autumn Canyon contains 79 lots/units and Everton Estates will have 183 units- a total of 262 leaving (98) lots/units available for development. This application for Etowah Preserve Phase 2 is proposing (199) lots/units for a total of 461 lots/units. This exceeds the 2004 zoning plans by 101 lots or units.

Per the proposed zoning conditions under staff recommendation, Lots 204-220 per the concept plan will be affected by Item 3 requiring a 50ft buffer along the Center Rd realignment area.

Due to water service restrictions above the 1050 ft. elevation, development is limited to the southern half of the property. Upper elevations are intended to remain as green space due to this constraint. The city-wide water service elevation restriction has been increased from the 1,100 ft. elevation to the 1,050 elevation since the Z22-01 application was reviewed.

A comparison of the proposed project to the townhome requirements in Chapter 26 of the Zoning ordinance, Section 6.7, RA-12 Single Family Dwelling District, is provided. Several items have been identified as requiring a variance in order to construct the project. These items are highlighted. Variances would be addressed during the plan development phase.

In 2021, Everton Estates and Tilley Properties, Inc. executed and recorded an access agreement that would provide access from Tilley property, Tax ID. 0078-0172-001, east and south on the Everton Estates property and terminating at the property line of Etowah Preserve Phase 2. This easement is per the Z18-03 zoning condition No. 8, but was done without knowledge of future development that would occur on Etowah Phase 2. The easement access point is in conflict with the proposed amenity area at the southern end of Road B. This conflict will have to be resolved to implement the zoning condition. Continued access across the Phase 2 property to Center Road is required.

The Future Development Map identifies the area as Suburban Living which promotes single family detached homes as the primary land use; however, language in the description for Suburban Living encourages housing choices and internal connectivity to recreation and green space which this proposed development would provide.

The Future Land Use Map identifies this area as Low & Medium Density Residential. The proposed development achieves this metric. Refer to the table below for a comparison of development densities for past and current proposals and nearby developments.

**Etowah Preserve Density Comparison**

<b>Zoning Case/ Name of Development</b>	<b>Lots or Units (P=Proposed; UC= Under Construction; C= Constructed)</b>	<b>Acreage (+/-)</b>	<b>Density (Lots or Units/ Acre)</b>	<b>Allowed Density by Zoning Cat. (Units or Lots/Acre)</b>
Z23-06, Etowah Preserve Phase 2, RA-12 (Townhomes), Proposed	Max. 199 (P)	*103.85	1.9	12
Z22-01, Etowah Preserve Phase 2, RA-12 (Townhomes), Proposed	199 (X)- Application denied	*103.85	1.9	12
Z18-03, Etowah Preserve Phase 1. Everton Estates. RA-12 (Townhomes)	183 (UC)	58	3.3	12
Z04-14 (Etowah Preserve Original Plan, All Phases)	281	162	1.7	---
Autumn Canyon Subd. (Z04-14)	79 (C)	37	2.1	4.3
Hamilton Township Subd.	87 (C)	38	2.3	4.3
Estates at Ponders Mountain Subd. Phase 1 (Max. allowed all phases= 315)	75 (C)	29	2.6	4.3
Estates at Ponders Mountain Subd.- Phase 2	118 (UC) Phase 2 plans approved 7-11-23.	187	1.7 (based on 315 lots)	---
Estates at Ponders Mountain Subd.- Phase 3	122 lots remaining.	187	1.7 (based on 315 lots)	---

\* Approximately (7) seven acres were removed from the Phase 2 tract and added to the Everton Estates tract thereby reducing the original 111 acres to the 103.85 acres.

**City Department Comments**

**Electric:** Takes no exception.

**Fibercom:** No Comment provided

**Fire:** This project will require another entrance due to number of lots.

- CFD notes that the concept plan shows over 199 lots. Per the applicants' representative, the number of townhouses will be limited to 199 units which is under the threshold for a 2<sup>nd</sup> entrance..

**Gas:** Takes No Exception

**Public Works:** Public Works does not support front loading townhomes and would not support this being a public drive if the townhomes are loaded from the front.

**[T. Sanders, form. Dir. Public Works, Z22-01]** Just to put some official numbers to supplement our conversation, per GDOT Center Road near the location of the proposed development has 3,530 vehicles per day. The Highway Capacity Manual shows a typical two lane rural road can handle 2650 vehicles per hour. The Trip Gen rate for this type of development is 7.32 trips per unit which comes out to 1456 trips per day, this means about 750 in and 750 out. Therefore, there should be plenty of remaining capacity for Center Road to handle this development and others in the future.

**Water and Sewer:** Please refer to Water Availability letter sent on 9/21 (included on page 3 of the application) for site specific water comments.

**Cartersville School District:** Comments pending submittal of bedroom configurations.  
*See email from Dr. Marc Feuerbach dated 1-4-24*

**Public Comments:**

10/23: Sherri Rys, resident, Autumn Canyon Subdiv. General Inquiry.



**STANDARDS FOR EXERCISE OF ZONING POWERS.**

1. *The existing land uses and zoning of nearby property.*  
**Except for the M-1, Mining district, all other adjacent properties are zoned for residential (R-10 & RA-12) and multi-family residential (R3CU).**
  
2. *The suitability of the subject property for the zoned purposes.*  
**The topography, soils and water pressure issues will challenge any proposed development. The site is suitable for development below the 1050ft. contour elevation.**
  
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*  
**The proposed development would provide a housing product that, currently, seems to be in demand. Attached housing units may be the better option for development given the topography and surrounding land uses. There is limited hardship to the property owner as the topographic and water delivery challenges existed prior to purchase of the property.**
  
4. *Whether the subject property has a reasonable economic use as currently zoned.*  
**The property has a reasonable economic use as currently zoned; however, any development will be challenging.**
  
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 may permit a use that is suitable in view of the use of the adjacent residential properties. The proposed density is compatible with adjacent developments.**
  
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 property owners. Concerns regarding traffic increases will likely be raised. Former Public Works director, Tommy Sanders, provided comments for Z2-01 that Center Road can accommodate significant traffic count increases. The zoning condition that provides access from the Tilley Properties, Inc. property to Center Road remains in effect. A modification to the 2021 recorded easement may be required.**
  
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 generally conforms with the Future Development Plan and Comprehensive Land Use Plan for Suburban Living and Low to Medium density requirements. At 12 units per acre, mathematically, 1246 units could be constructed which would be a high density development for**

**the City; however, the proposed 199 units would comply with the low-medium density requirement.**

- 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.*

**Development 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 could be burdensome on the school district if there is a high number of 3-bedroom units. Center Road would experience an increase in traffic, but not a burdensome increase. No burden is expected on city utilities. Water service is not available above the 1050 ft. elevation.**

- 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:**

If approved, the following zoning conditions should be adopted:

- 1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.
- 2. No development or Finished Floor Elevation (FFE) is to occur above the 1050 ft elevation without the review and approval of the Water Department.
- 3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
- 4. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
- 5. Developer to provide necessary easements for a natural gas line extension on the property from Center Rd to Hwy 20.
- 6. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.
- 7. Incorporate the A&R Engineering, Inc traffic study recommendations dated April 20, 2023 into the approved site plans.

**6.7 RA-12 Single-family dwelling district.**

**Z23-06 P&D Analysis. Etowah Preserve Phase 2**

Center Rd @I-75

Code Section	Description and/ or Requirements	Required	Proposed	Notes
6.7.1	RA-12 district scope and intent. Regulations set forth in this section are the RA-12 district regulations. The RA-12 district is intended to provide land areas devoted to high density uses consisting of single-family dwellings as further described in section 3.1.8 of this chapter. Land areas zoned RA-12 are also intended to provide a transition between medium density single-family residential areas and higher density multifamily residential areas or between medium density residential areas and nonresidential areas. The RA-12 district is intended to encourage home ownership.	---	Fee Simple Implied	
6.7.2	Use Regulation	---	---	---
6.7.3	Development Standards	---	---	---
A.	Height regulations. Buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher.	Y	No data provided	
B.	Minimum lot area per dwelling unit: Two thousand (2,000) square feet.	Y	2000sf	
C.	Maximum density: Twelve (12) units per gross acre.	Y	1.92 un/ac	5.95 un/ disturbed acre
D.	Minimum lot width: Twenty (20) feet.	Y	No data provided	
E.	Minimum lot frontage:	---	---	---
1	Single-family detached units: Thirty-five (35) feet.	---	NA	---
2	All other uses: Twenty (20) feet.	Y	OK	Shown as note on concept plan
F.	Minimum lot depth: One hundred (100) feet.	Y	No data provided	
G.	Minimum development area: One-half (0.5) acres.	Y	103.85	
H.	Minimum heated floor area: One thousand (1,000) square feet.	Y	No data provided	Addressed during site plan review.
I.	Setbacks:	---	---	---

Code Section	Description and/ or Requirements	Required	Proposed	Notes
1	Front yard: Ten (10) feet.	Y	No data provided	Addressed during site plan review.
2	Side yard: Ten (10) feet (each end of row).	Y	No data provided	Addressed during site plan review.
3	Rear yard: Twenty (20) feet.	Y	No data provided	Addressed during site plan review.
J.	[Gable or hip roofs.] Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.	Y	No data provided	Addressed during building plan review.
K.	Accessory use, building and structure requirements. See section 4.9 of this chapter.	---	---	---
L.	Minimum buffer requirements. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of this chapter.	Y	---	Buffer required along Everton Estates development. Potential natural buffer. Addressed during site plan review.
M.	Other required standards.	---	---	---
1	No fewer than three (3) dwelling units in a row shall be allowed.	Y	No data provided	Townhouse blocks will not be continuous as shown on the concept plan per site engineer.
2	Alley or private drive access required.	Y	None shown	Potential Variance item.
3	Required parking shall be allowed in the rear yard only.	Y	None shown	Potential Variance item.
4	Principal buildings shall front a private drive or public right-of-way.	Y		Public Works will require private streets if front parking and access is desired.
5	Principal structures on lots within the RA-12 district shall have a minimum of fifty (50) percent finish product on the exterior walls of the buildings consisting of brick, stone, hard-coat stucco, or fiber cement siding.	Y	No data provided	Addressed during building plan review.

Code Section	Description and/ or Requirements	Required	Proposed	Notes
6	A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the RA-12 district.	---	NA	---

Ordinance Source:

[https://library.municode.com/ga/cartersville/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH26ZO\\_ARTVISIMIDWDIRE\\_S6.7RASIMIDWDI](https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodeId=COOR_CH26ZO_ARTVISIMIDWDIRE_S6.7RASIMIDWDI)

**David Hardegree**

---

**From:** Marc Feuerbach <mfeuerbach@cartersvilleschools.org>  
**Sent:** Thursday, January 4, 2024 1:40 PM  
**To:** David Hardegree  
**Cc:** Andre Weaver  
**Subject:** [EXTERNAL] Fw: Townhome Rezoning Follow-up

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

David,  
Happy New Year! I hope all is well. I received a call today from Christ West and he followed up with me at my request via email to share the drawing below. He said the specifics of bedrooms has not been set yet.

As I have shared with you over the years, we are in the business of education, not city planning, so when specifics of a project are limited, it makes it difficult to give a clear response. I do know that too much going on at one time could cause unintended consequences down the road so I simply ask questions that I feel should always be asked when projects come up. With limited information, the school system is not in favor of nor opposed to this project, but I leave you with the questions I always respond with in hopes that they are always part of the conversations that take place when considering projects.

- How does this project align with the other projects that have been previously approved?
- Where are we currently with how many projects have already been approved and are awaiting construction?

Please don't hesitate to reach out to me if you have any questions or if I can be of any help.

Respectfully,

Marc Feuerbach, Ed.D.  
Superintendent - Cartersville City Schools  
15 Nelson Street  
Cartersville, GA 30120  
Office: (770)382-5880 Fax: (770)387-7476

***Building Legacies – One Student at a Time***

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you receive this email in error, please notify the sender immediately by email at [mfeuerbach@cartersvilleschools.org](mailto:mfeuerbach@cartersvilleschools.org) and destroy all copies of the original message.

**From:** Chris West <cwest@merrilltrust.com>  
**Sent:** Thursday, January 4, 2024 12:34 PM  
**To:** Marc Feuerbach <mfeuerbach@cartersvilleschools.org>  
**Cc:** karl [southlandengineers.com](http://southlandengineers.com) <karl@southlandengineers.com>; Harrison Merrill <hmerrill@merrilltrust.com>  
**Subject:** Fwd: Townhome Rezoning Follow-up

You don't often get email from cwest@merrilltrust.com. [Learn why this is important](#)

**CAUTION:** This email originated from outside Cartersville School System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dr. Feuerbach,

Thank you for speaking with me today about our proposed townhomes in the City of Cartersville located off Center Road. Per your request, please see below depiction of what we plan the elevations to look like. I understand from your comments, the school system's primary interest is the number of residents the development may bring. Karl can provide details on the number of single-family residences that would be allowed under the current zoning on the total approximately 103 acres--as I mentioned the development we are requesting would be capped at 199 units. As such, the net increase in potential pupils would be minor (if any) from that allowed under the current zoning. The rezoning request is from R-20 (Single Family Residential) to RA-12 (Single Family Residential, Attached).

Please let me know if you have any additional questions or concerns.



**Chris F. West**  
General Counsel  
Merrill Trust  
[cwest@merrilltrust.com](mailto:cwest@merrilltrust.com)  
Office: 404-467-6917 |  
Cell: 229-873-0687  
[merrilltrust.com](http://merrilltrust.com)

8572387763  
7067927936  
PARTICIPANT ID

**BK:3368 PG:734-743**

**D2021016029**

**AFTER RECORDING, RETURN TO:**

Jenkins, Bowen & Walker, P.C.  
15 South Public Square  
Cartersville, Georgia 30120  
Attn: Robert L. Walker, Esq.

FILED IN OFFICE  
CLERK OF COURT  
08/26/2021 12:08 PM  
MELBA SCOGGINS, CLERK  
SUPERIOR COURT  
BARTOW COUNTY, GA



STATE OF GEORGIA  
COUNTY OF BARTOW

**EASEMENT AND RIGHT OF WAY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **Etowah Venture Partners I LLC**, a Georgia limited liability company (“Grantor”, whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Tilley Properties, Inc.**, a Georgia corporation, whose address is 917 N. Tennessee Street, Cartersville, Georgia 30120, and its successors-in-title (“Grantee”) for the benefit of that certain real property owned by the Grantee described as Bartow County Tax Parcel ID No. 0078-0172-001 (the “Grantee Property”) the non-exclusive easements described in this Agreement (collectively, the “Easements”) through and across the portions of the Grantor Property identified in this Agreement, which entire Grantor Property is described in “**Exhibit B**” attached hereto and made a part hereof, subject to the terms of this Agreement.

Grantor grants to Grantee for the benefit of the Grantee Property a perpetual, non-exclusive easement for vehicular ingress and egress through and across the portion of the Grantor Property being a strip of land identified as “Permanent Right of Way and Easement”, as shown on the drawing marked “**Exhibit A**” attached hereto and made a part hereof (hereinafter “Permanent Right of Way and Easement”).



During the course of construction of any roadway or improvements authorized herein, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the Permanent Right of Way and Easement (as defined above), such strip (or strips) of land being generally identified on the attached "**Exhibit A**" as an "Area of Temporary Work Space" (hereinafter "Temporary Work Space"). Grantee agrees that it will restore or repair any property of the Grantor within the Temporary Work Space which is impacted or damaged by any work performed by the Grantee, or on behalf of the Grantee, during the course of construction of any roadway or improvements authorized herein. Grantee's right and easement to use the Temporary Work Space as provided above shall expire upon the earlier of: (i) the completion of construction of the road within the Permanent Right of Way and Easement; (ii) One Hundred Eighty (180) days after Grantee commences construction of such road, unless such construction is delayed by weather, act of God, or non-financial circumstances beyond Grantee's control, in which events such period shall be extended on a day-for-day basis for each day of delay; or (iii) the twenty fifth (25<sup>th</sup>) annual anniversary of the date of this Agreement. Additionally, after the completion of the initial construction of any roadway within the Permanent Right of Way and Easement, should Grantee thereafter decide to improve said roadway by paving or putting down any other surfacing, or re-pave or otherwise maintain the roadway within the Permanent Right of Way and Easement, the Grantor will provide a temporary construction easement to permit Grantee to complete such additional work or maintenance that shall expire upon the earlier of: (i) the completion of the upgrades to the road within the Permanent Right of Way Easement; or (ii) One Hundred Twenty (120) days after the Grantee commences such additional construction of such road, unless such construction is delayed by weather, act of God, or non-financial circumstances beyond Grantee's control, in which events such period shall be extended on a day-for-day basis for each day of the delay. Moreover, Grantor hereby grants to Grantee a slope or grade easement on the property immediately adjacent to the Permanent Right of Way and Easement, that has been approved by Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed and for such reasonable periods of time as necessary for Grantee to maintain the elevation and slope of the Permanent Right of Way and Easement (the "Slope Easement").

The Grantee shall have the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the Permanent Right of Way and Easement and to install and maintain utilities, or to grant easements to the appropriate utility providers to install and maintain utilities, under the Permanent Right of Way and Easement (the "Ancillary Easement"). The Grantee shall also have the rights and benefits necessary to maintain the Easements, at its sole expense.

Grantor shall have the right to enter and use the land within the Permanent Right of Way and Easement if and to the extent such entry and use does not interfere with and is not inconsistent with Grantee's rights herein, and except that the Grantor will not build any permanent structures on the Permanent Right of Way and Easement or any part thereof, will not change the grade of the Permanent Right of Way and Easement, or any part thereof without the express written permission of the Grantee, which permission shall not be unreasonably withheld, conditioned, or delayed, will not plant trees on the Permanent Right of Way and Easement, or any part thereof, will not change

or alter any slopes or other supporting facilities, including but not limited to stormwater detention areas, or use the Permanent Right of Way and Easement or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to the Permanent Right of Way and Easement, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed; and Grantor will not authorize others to do any of said acts without first having obtained Grantee's approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor's right to enter and use the land within the Permanent Right of Way and Easement is limited to entering and using only that part of the Permanent Right of Way and Easement contained on the Grantor Property. No forbearance by Grantee to cut and remove any trees, undergrowth or other obstructions from the Permanent Right of Way and Easement or to exercise any other right provided by Grantee hereunder for any period of time shall constitute a waiver of such right or limit Grantee's ability to exercise such right as it may find convenient. Notwithstanding the foregoing, Grantee may construct paved or unpaved roadways within the Permanent Right of Way and Easement. Should Grantee elect to construct any paved or unpaved roadways within the Permanent Right of Way and Easement, any and all technical specifications of the roadway, including but not limited to width, type of surfacing or paving, or similar specifications, shall be determined by the Grantee, without further approval from the Grantor. Prior to constructing any road within the Permanent Right of Way and Easement, Grantee shall provide thirty (30) days written notice thereof to Grantor of the location and dimensions of such road within the Permanent Right of Way and Easement at the following address: c/o Atlantic Realty Partners, Inc., 3500 Lenox Road, Suite 1250, Atlanta, Georgia 30326, and notwithstanding the terms of the immediately preceding sentence, such specifications shall be subject to Grantor's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor agrees that nothing contained in this Agreement shall require Grantee to pave any roadway constructed by Grantee within the Permanent Right of Way and Easement unless Grantee decides that such paving is necessary for its use and enjoyment of the same, or unless required by applicable governmental laws or regulations in effect from time to time.

This Easement and Right of Way Agreement and any and all rights of Grantee hereunder shall run with the land that is the Grantor Parcel and the Grantee Parcel (collectively, the "Property"), and shall create equitable servitudes in favor of the Property, and shall bind every person having any fee, leasehold or other interest in the Property, and shall inure to the benefit of the respective parties and their successors-in-title. Upon the conveyance of any portion of the Property, the owner and transferor of such portion of the Property at the time of the transfer shall be relieved of all obligations arising hereunder after the time of such conveyance, and such transferee is deemed to have assumed all such obligations during the time that such assignee owns such portion of the Property.

Nothing herein, nor in the use of the Easements made under this Easement and Right of Way Agreement shall constitute a dedication by Grantor of the Permanent Right of Way and Easement as a public right of way, and the rights and Easements herein created shall not be for the benefit of the general public, whether as a third party beneficiary or otherwise.

TO HAVE AND TO HOLD said right of way and Easements unto said Grantee, and its successors-in-title, immediately upon the execution of this Agreement and so long thereafter until the Grantee releases or otherwise relinquishes said right of way and Easements in writing; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

Grantee and Grantor, by the acceptance hereof, further covenant and agree:

- (a) Grantee will reimburse the Grantor for any physical damages which Grantor, on any of the Grantor Property outside of the Permanent Right of Way and Easement, may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any roadway or improvements, in the exercise of its rights granted.
- (b) Grantor shall reimburse Grantee for any and all repair and replacement costs to any utility lines, pavements, or other improvements on the Permanent Right of Way and Easement resulting from any damage caused by any person acting on behalf or with Grantor's permission using the easement rights granted to Grantee hereunder.
- (c) Grantor shall have the right, at its choosing to connect to any portion of the Permanent Right of Way and Easement that is located on the Grantor Property. Notwithstanding the foregoing, Grantor shall provide thirty (30) days written notice thereof to Grantee of its plans to connect to the Permanent Right of Way and Easement at the following address: Tilley Properties, Inc., 917 N. Tennessee Street, Cartersville, Georgia 30120. Moreover, Grantor's rights to connect, enter and use the land within the Permanent Right of Way and Easement is limited to connecting, entering and using only that part of the Permanent Right of Way and Easement contained on the Grantor Property and shall not extend to any adjacent property owned by the Grantee. Notwithstanding the foregoing or any other provision of this Agreement to the contrary: (i) in the event that Grantee or an affiliate of Grantee ever acquires fee simple title to all or a portion of Lot 3 ("Lot 3") identified in the attached "**Exhibit A**" (which acquired land is hereinafter referred to as the "Future Property"), Grantee for itself and on behalf of its affiliate, as applicable, does hereby grant, bargain, sell and convey, and shall be deemed contemporaneously with the acquisition of the Future Property to have granted, bargained, sold and conveyed, unto Grantor and its successors-in-title for the benefit of the Grantor Property a perpetual, non-exclusive easement for vehicular ingress and egress through and across all driveways and roadways, that are now or hereafter located upon the Future Property that connects the Permanent Right of Way and Easement to Center Road "(the "Future Property Easement"). Although the Future Property

Easement is self-executing, upon the request of Grantor following such acquisition of the Future Property, Grantee or its affiliate, as applicable, shall execute and deliver to Grantor for recordation in the Bartow County real estate records a Future Property Easement in form and substance that is reasonably acceptable to such parties; or (ii) in the event that an access easement is ever granted over all or a portion of Lot 3 for the benefit of all or a portion of the Grantee Property that connects the Permanent Right of Way and Easement to Center Road (the "Future Access Easement"), Grantee covenants and agrees for the benefit of Grantor and the Grantor Property that such Future Access Easement will also benefit the Grantor Property and the Adjacent Land (as said term is hereinafter defined), to the extent agreed upon by the grantor of the Future Access Easement. Grantee covenants and agrees to make a commercially reasonable effort to obtain such agreement from such grantor of the Future Access Easement. Grantor may authorize any affiliate of Grantor that acquires fee simple title to any land that is adjacent to the Grantor Property (the "Adjacent Land") to use on a non-exclusive basis the rights and easements granted to Grantor in this Section (c) for the benefit of such Adjacent Land, and in the event that Grantor provides such authorization, such affiliate and its successors-in-title to such Adjacent Land shall become a third party beneficiary of such rights and easements for the benefit of such Adjacent Land, and such rights and easements shall run with the title to such Adjacent Land in perpetuity. For purposes hereof, an affiliate of Grantor is deemed to be an entity directly or indirectly owned in whole or in part by Grantor or by a principal of Grantor, and an affiliate of Grantee is deemed to be an entity directly or indirectly owned in whole or in part by Grantee or by a principal of Grantee.

- (d) In the event that any paved or unpaved roadway is constructed by the Grantee within the Permanent Right of Way and Easement area, Grantee agrees that it shall be responsible for any stormwater management that may be required by any state or local government regulations existing at the time of said improvements.
- (e) At its sole cost and expense, Grantee shall maintain and repair for its intended purpose each of the improvements made by or on behalf of Grantee pursuant to the terms of this Agreement, including the road within the Permanent Right of Way and Easement (collectively, the "Improvements"). All such Improvements and all modifications, alterations, and enhancements of such Improvements shall be constructed at Grantee's expense in accordance with applicable governmental laws and regulations, and subject to plans and specifications that have been approved by Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed, and if after an Improvement has been constructed it must be modified or changed to comply with governmental laws or regulations then in effect, Grantee shall promptly take the required action at its expense. Notwithstanding the terms of the immediately preceding sentence, Grantor

agrees that nothing contained in this Agreement shall require Grantee to pave any roadway constructed by Grantee within the Permanent Right of Way and Easement unless Grantee decides that such paving is necessary for its use and enjoyment of the same, or unless required by applicable governmental laws or regulations in effect from time to time. In its use of the Easements, Grantee shall make a commercially reasonable effort to minimize interference with the use and occupancy of the Grantor Property, and shall promptly restore and repair any damage that it causes to the Grantor Property. Grantee shall indemnify and save Grantor harmless from and against all claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of or relating to the use or exercise of any of the rights or Easements herein granted to Grantee or its agents, employees, tenants, invitees, licensees, contractors, or subcontractors. The Grantor agrees that the Grantee shall not have any obligation to indemnify or hold harmless the Grantor from any claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of injuries to any trespasser on the Grantor Property or Grantee Property, nor arising out of injuries to any person using the Grantor Property or Grantee Property without the express permission of the Grantee. Similarly, Grantor shall indemnify and save Grantee harmless from an against all claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of or relating to the use or exercise of any of the rights or Easements herein granted to Grantor or its agents, employees, tenants, invitees, licensees, contractors or subcontractors. The Grantee agrees that that Grantor shall not have any obligation to indemnify or hold harmless the Grantee from any claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of injuries to any trespasser on the Grantor Property or Grantee Property, nor arising out of injuries to any person using the Grantor Property or Grantee Property without the express permission of the Grantor.

- (f) Grantor agrees to cooperate with Grantee by providing any information or documentation necessary for Grantee to obtain suitable title insurance, at the Grantee's sole expense, insuring that the Grantor has the legal authority to provide and convey the rights given in this Easement and Right of Way Agreement.

This Agreement may not be modified or amended, except in writing, signed by all parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall be binding upon the heirs, executors, administrators, and successors-in-title of the parties hereto. In the event of the breach of any party's obligations under this Agreement, the breaching party shall be liable for all costs and expenses occasioned by such breach, including but not limited to court costs and attorneys' fees.

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IN TESTIMONY AND WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals this 25 day of August 2021.

**GRANTOR:**

ETOWAH VENTURE PARTNERS I LLC, A Georgia limited liability company

By: [Signature]

Name: Richard D. Aaronson  
Title: Manager

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARIAL SEAL]

Z Maddox  
NOTARY PUBLIC  
DeKalb County, GEORGIA  
My Commission Expires 04/08/2025

**GRANTEE:**

TILLEY PROPERTIES, INC., a Georgia corporation

By: [Signature]  
Name: Beth Tilley  
Title: CEO, Tilley Properties, Inc.

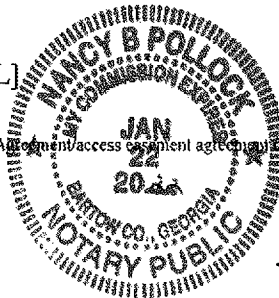
Signed, sealed and delivered in the presence of:

[Signature]  
Witness

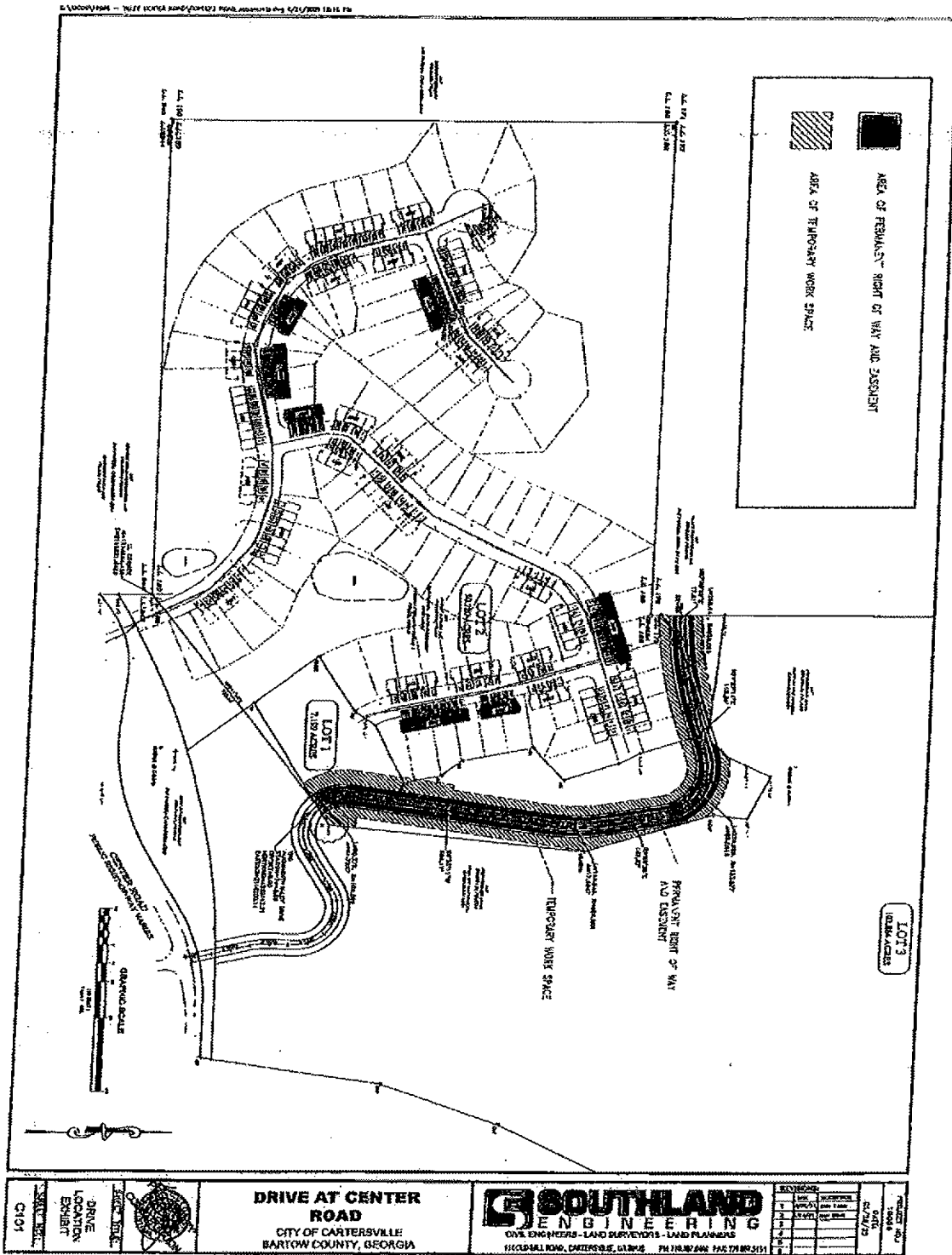
[Signature]  
Notary Public

[NOTARIAL SEAL]

4825-8172-51681  
Aaronson/Cartersville/Tilley Easement Agreement/access easement agreement 01/30/21



**EXHIBIT "A"**





**EXHIBIT "B"**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOTS 173, 188, 189, AND 245, OF THE 4TH DISTRICT, 3RD SECTION IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (CAR AXLE) AT THE COMMON LAND LOT CORNER OF LAND LOTS 172, 173, 188, AND 189; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 173 WITH A BEARING OF N 00°12'47" E A DISTANCE OF 27.09 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE CONTINUING ALONG SAID LAND LOT LINE WITH A BEARING OF N 00°12'47" E A DISTANCE OF 160.81 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF S 85°11'54" E A DISTANCE OF 325.04 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF N 67°53'47" E A DISTANCE OF 32.28 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 35°59'04" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 51°24'37" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 25°33'04" E A DISTANCE OF 61.63 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 25°26'59" E A DISTANCE OF 70.00 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 64°33'01" E A DISTANCE OF 128.50 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 06°07'07" W A DISTANCE OF 89.34 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED); THENCE WITH A BEARING OF S 17°01'05" E A DISTANCE OF 343.18 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED #796); THENCE WITH A BEARING OF S 06°08'33" W A DISTANCE OF 656.50 FEET TO A TREE LOCATED 18.5 FEET NORTHEAST OF AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 57°56'20" W A DISTANCE OF 394.22 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 38°18'37" E A DISTANCE OF 211.47 FEET TO AN IRON PIN FOUND (#4 REBAR) ALONG THE NORTHERN RIGHT OF WAY (R/W) OF CENTER ROAD (VARIABLE PUBLIC R/W); THENCE ALONG SAID R/W IN A SOUTHWESTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 2060.11 FEET, HAVING A CHORD BEARING OF S 65°43'28" W, A CHORD DISTANCE OF 469.55 FEET AND AN ARC LENGTH OF 470.58 FEET TO AN IRON PIN PLACED (#4 REBAR) AT THE INTERSECTION OF SAID R/W AND THE WESTERN LAND LOT LINE OF LAND LOT 245; THENCE ALONG SAID LOT LINE WITH A BEARING OF N 00°45'50" W A DISTANCE OF 85.85 FEET TO AN IRON PIN PLACED (#4 REBAR) AT THE COMMON LAND LOT CORNER OF LAND LOTS 188, 189, 244, AND 245; THENCE ALONG THE SOUTHERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF N 89°59'28" W A DISTANCE OF 1305.18 FEET TO AN IRON PIN FOUND (#4 REBAR – FLAT IRON) AT THE COMMON LAND LOT CORNER OF LAND LOTS 189, 190, 243, AND 244; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF N 00°00'27" E A DISTANCE OF 1293.44 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON LAND LOT CORNER OF LAND LOTS 171, 172, 189, AND 190; THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF S 89°28'07" E A DISTANCE OF 1356.30 FEET TO AN IRON PIN FOUND (CAR AXLE) AT THE COMMON LAND LOT CORNER OF LAND LOTS 172, 173, 188, AND 189 AND THE POINT OF BEGINNING.

**TRAFFIC IMPACT STUDY  
FOR  
PROPOSED RESIDENTIAL DEVELOPMENT  
NORTHWEST OF CENTER ROAD AND I-75,  
CITY OF CARTERSVILLE, GEORGIA**



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April 20, 2023  
A & R Project # 23-045

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Appendix



Not included with zoning report due to file size

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# 1.0 INTRODUCTION

The purpose of this study is to determine the traffic impact from the proposed residential development that will be located northwest of the crossing of Center Road and I-75 in the City of Cartersville, Georgia. The traffic analysis includes evaluation of the current operations and future conditions with the traffic generated by the development. The proposed development will consist of 199 townhome units.



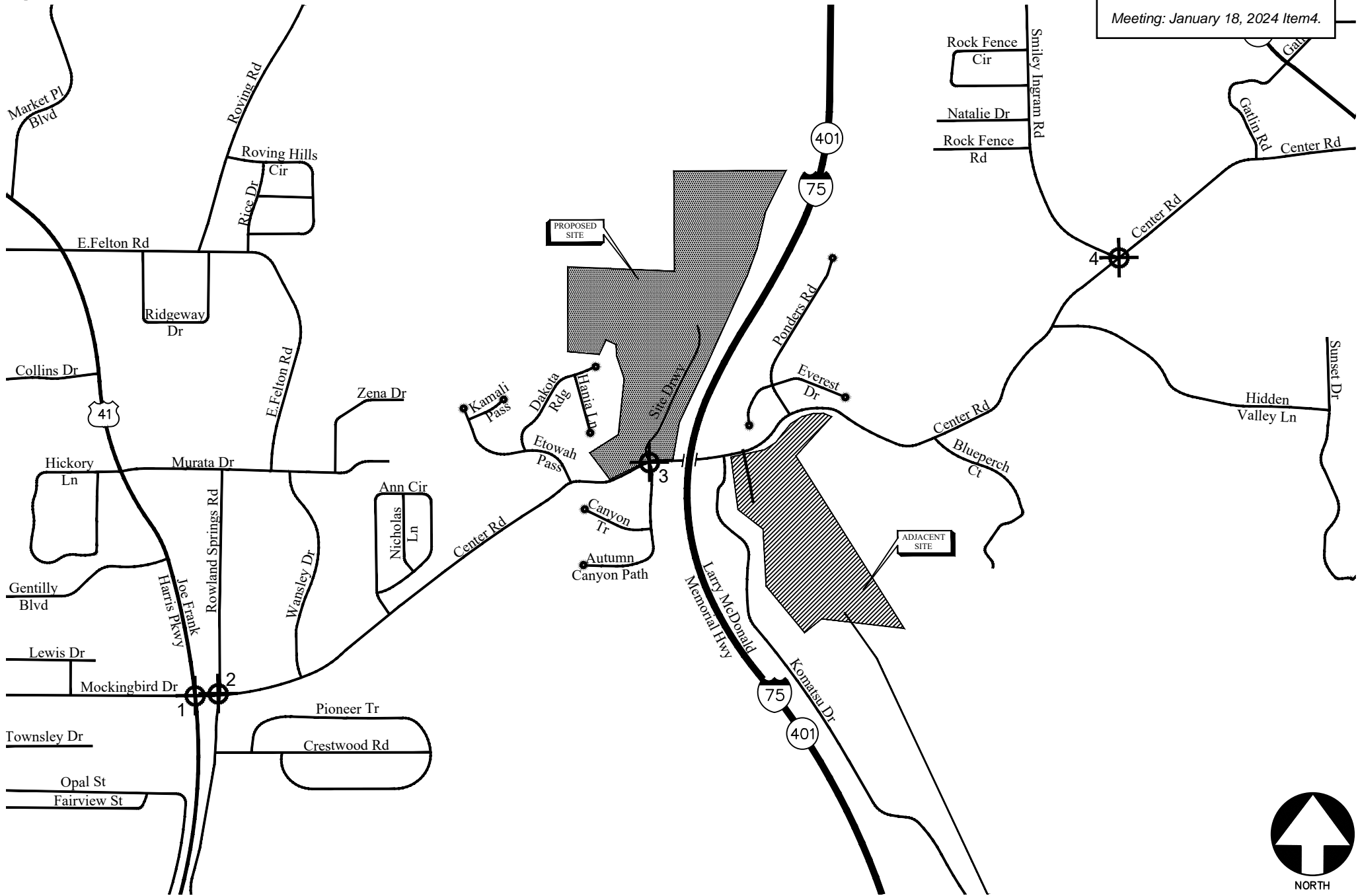
The development proposes one full access driveway on Center Road aligned with Autumn Canyon Path.

The AM and PM peak hours have been analyzed in this study. In addition to the site access point, this study includes the evaluation of traffic operations at the intersections of:

- Center Road at US 41 (Joe Frank Harris Parkway)
- Center Road at Rowland Springs Road
- Center Road at Autumn Canyon Path
- Center Road at Smiley Ingram Road

Recommendations to improve traffic operations have been identified as appropriate and are discussed in detail in the following sections of the report. The location of the development and the surrounding roadway network are shown in Figure 1.

Study Intersections



LOCATION MAP

FIGURE 1

## 2.0 EXISTING FACILITIES / CONDITIONS

### 2.1 Roadway Facilities

The following is a brief description of each of the roadway facilities located in proximity to the site:

#### 2.1.1 US 41 (Joe Frank Harris Parkway)

US 41 (Joe Frank Harris Parkway) is a north-south, four-lane, median-divided roadway with a posted speed limit of 45 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 015-0114) indicate that the daily traffic volume on US 41 (Joe Frank Harris Parkway) in 2021 was 34,700 vehicles per day south of Center Road. GDOT classifies US 41 (Joe Frank Harris Parkway) as an urban principal arterial roadway.

#### 2.1.2 Center Road

Center Road is an east-west, two-lane, undivided roadway with a posted speed limit of 35 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 015-0358) indicate that the daily traffic volume on Center Road in 2021 was 3,750 vehicles per day east of Wansley Drive. GDOT classifies Center Road as an urban major collector roadway.

#### 2.1.3 Rowland Springs Road

Rowland Springs Road is a north-south, two lane, undivided roadway with a posted speed limit of 30 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 015-0354) indicate that the daily traffic volume on Rowland Springs Road in 2021 was 1,690 vehicles per day north of Center Road. GDOT classifies Rowland Springs Road as an urban major collector roadway.

#### 2.1.4 Smiley Ingram Road

Smiley Ingram Road is a two lane, undivided roadway with a posted speed limit of 35 mph in the vicinity of the site.

#### 2.1.5 Mockingbird Drive

Mockingbird Drive is an east-west, two-lane, undivided roadway with a posted speed limit of 25 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 015-0504) indicate that the daily traffic volume on Mockingbird Drive in 2021 was 1,570 vehicles per day east of North Tennessee Street. GDOT classifies Mockingbird Drive as an urban minor collector roadway.

### 3.0 STUDY METHODOLOGY

In this study, the methodology used for evaluating traffic operations at each of the subject intersections is based on the criteria set forth in the Transportation Research Board’s Highway Capacity Manual, 6th edition (HCM 6). Synchro software, which utilizes the HCM methodology, was used for the analysis. The following is a description of the methodology employed for the analysis of unsignalized and signalized intersections.

#### 3.1 Unsignalized Intersections

For unsignalized intersections controlled by a stop sign on minor streets, the level-of-service (LOS) for motor vehicles with controlled movements is determined by the computed control delay according to the thresholds stated in Table 1 below. LOS is determined for each minor street movement (or shared movement), as well as major street left turns. LOS is not defined for the intersection as a whole or for major street approaches. The LOS of any controlled movement which experiences a volume to capacity ratio greater than 1 is designated as “F” regardless of the control delay.

Control delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Several factors affect the control delay for unsignalized intersections, such as the availability and distribution of gaps in the conflicting traffic stream, critical gaps, and follow-up time for a vehicle in the queue.

Level-of-service is assigned a letter designation from “A” through “F”. Level-of-service “A” indicates excellent operations with little delay to motorists, while level-of-service “F” exists when there are insufficient gaps of acceptable size to allow vehicles on the side street to cross the main road without experiencing long delays.

TABLE 1 — LEVEL-OF-SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS		
Control Delay (sec/vehicle)	LOS by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	v/c > 1.0
≤ 10	A	F
> 10 and ≤ 15	B	F
> 15 and ≤ 25	C	F
> 25 and ≤ 35	D	F
> 35 and ≤ 50	E	F
> 50	F	F

\*The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection.

Source: Highway Capacity Manual, 6<sup>th</sup> edition, Exhibit 20-2 *LOS Criteria: Motorized Vehicle Mode*



### 3.2 Signalized Intersections

According to HCM procedures, LOS can be calculated for the entire intersection, each intersection approach, and each lane group. HCM uses control delay alone to characterize LOS for the entire intersection or an approach. Control delay per vehicle is composed of initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Both control delay and volume-to-capacity ratio are used to characterize LOS for a lane group. A volume-to-capacity ratio of 1.0 or more for a lane group indicates failure from capacity perspective. Therefore, such a lane group is assigned LOS F regardless of the amount of control delay.

Table 2 below summarizes the LOS criteria from HCM for motorized vehicles at signalized intersection.

TABLE 2 – LEVEL-OF-SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS		
Control Delay (sec/vehicle) *	LOS for Lane Group by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	v/c > 1.0
≤ 10	A	F
> 10 and ≤ 20	B	F
> 20 and ≤ 35	C	F
> 35 and ≤ 55	D	F
> 55 and ≤ 80	E	F
> 80	F	F

\*For approach-based and intersection wide assessments, LOS is defined solely by control delay

Source: Highway Capacity Manual, 6<sup>th</sup> edition, Exhibit 19-8 *LOS Criteria: Motorized Vehicle Mode*

LOS A is typically assigned when the volume-to-capacity (v/c) ratio is low and either progression is exceptionally favorable, or the cycle length is very short. LOS B is typically assigned when the v/c ratio is low and either progression is highly favorable, or the cycle length is short. However, more vehicles are stopped than with LOS A. LOS C is typically assigned when progression is favorable, or the cycle length is moderate. Individual *cycle failures* (one or more queued vehicles are not able to depart because of insufficient capacity during the cycle) may begin to appear at this level. Many vehicles still pass through the intersection without stopping, but the number of vehicles stopping is significant. LOS D is typically assigned when the v/c ratio is high and either progression is ineffective, or the cycle length is long. There are many vehicle-stops and individual cycle failures are noticeable. LOS E is typically assigned when the v/c ratio is high, progression is very poor, the cycle length is long, and individual cycle failures are frequent. LOS F is typically assigned when the v/c ratio is very high, progression is very poor, the cycle length is long, and most cycles fail to clear the queue.

## 4.0 EXISTING 2023 TRAFFIC ANALYSIS

### 4.1 Existing Traffic Volumes

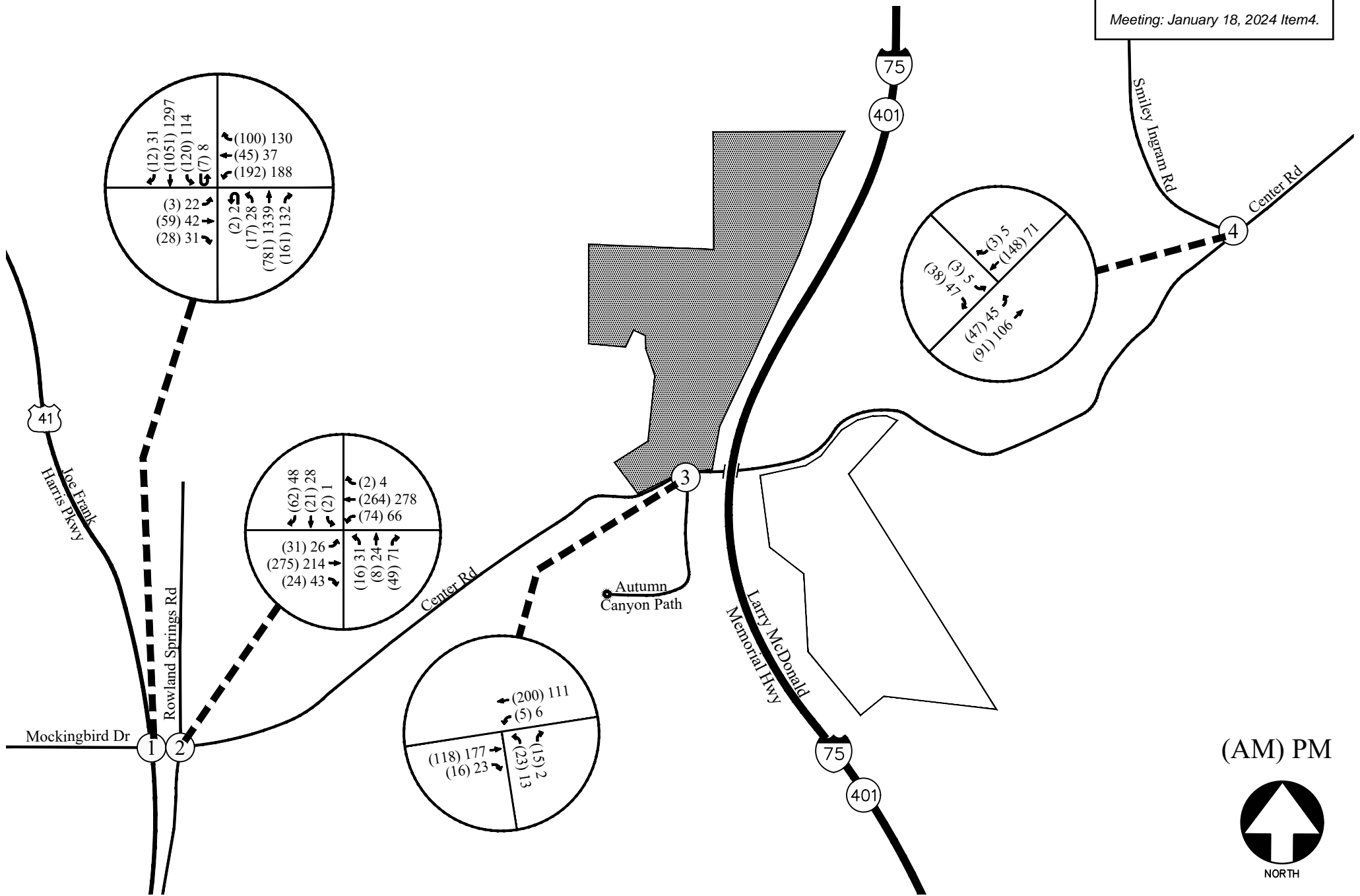
Existing traffic counts were obtained at the following study intersections:

- Center Road at US 41 (Joe Frank Harris Parkway)
- Center Road at Rowland Springs Road
- Center Road at Autumn Canyon Path
- Center Road at Smiley Ingram Road

Turning movement counts were collected on Tuesday, March 28, 2023. All turning movement counts were recorded during the AM and PM peak hours between 7:00 am to 9:00 am and 4:00 pm to 6:00 pm, respectively. The four consecutive 15-minute interval volumes that summed to produce the highest volume at the intersections were then determined. These volumes make up the peak hour traffic volumes for the intersections counted and are shown in Figure 2.

The existing traffic control and lane geometry for the intersections are shown in Figure 3.

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(AM) PM

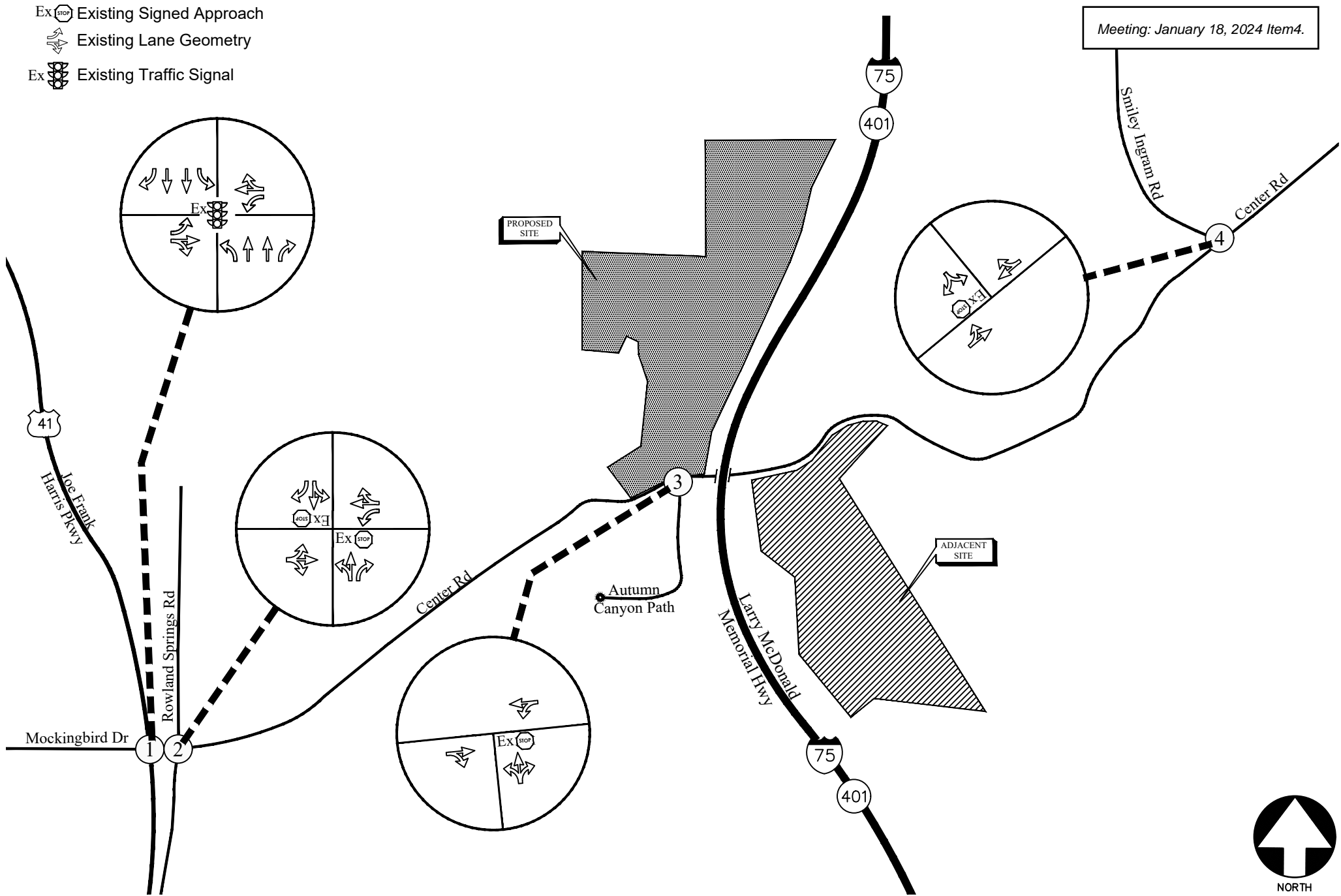


EXISTING WEEKDAY PEAK-HOUR VOLUMES

FIGURE 2

**LEGEND**

- Ex  Existing Signed Approach
-  Existing Lane Geometry
- Ex  Existing Traffic Signal



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**EXISTING TRAFFIC CONTROL AND LANE GEOMETRY**

**FIGURE 3**

## 4.2 Existing Traffic Operations

Existing 2023 traffic operations were analyzed at the study intersections in accordance with the HCM methodology. The results of the analyses are shown in Table 3.

TABLE 3 – EXISTING INTERSECTION OPERATIONS				
Intersection		Traffic Control	LOS (Delay)	
			AM Peak Hour	PM Peak Hour
1	<b><u>Center Road / Mockingbird Drive @ US 41</u></b>	Signalized	<b><u>B (19.7)</u></b>	<b><u>C (22.0)</u></b>
	-Eastbound Approach		E (62.2)	E (60.2)
	-Westbound Approach		D (47.6)	D (50.4)
	-Northbound Approach		B (14.6)	B (19.5)
	-Southbound Approach		B (14.3)	B (17.4)
2	<b><u>Center Road @ Rowland Springs Road</u></b>	Stop Controlled on NB and SB Approaches	A (8.0)	A (8.0)
	-Eastbound Left		A (8.2)	A (8.0)
	-Westbound Left		C (15.6)	C (16.2)
	-Northbound Approach		B (13.8)	B (13.9)
	-Southbound Approach			
3	<b><u>Center Road @ Autumn Canyon Path</u></b>	Stop Controlled on NB Approach	A (7.6)	A (7.6)
	-Westbound Left		B (10.6)	B (10.3)
	-Northbound Approach			
4	<b><u>Center Road @ Smiley Ingram Road</u></b>	Stop Controlled on SB Approach	A (7.7)	A (7.4)
	-Eastbound Left		A (9.7)	A (9.1)
	-Southbound Approach			

The results of existing traffic operations analysis indicate that the stop-controlled side street approaches at the unsignalized study intersections are operating at level of service “C” or better in both the AM and PM peak hours. The signalized study intersection (Center Road / Mockingbird Drive at US 41) is operating at an overall level of service “C” during the AM and PM peak hours.

## 5.0 PROPOSED DEVELOPMENT

The proposed development will consist of 199 townhomes.

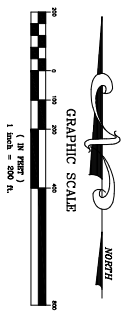
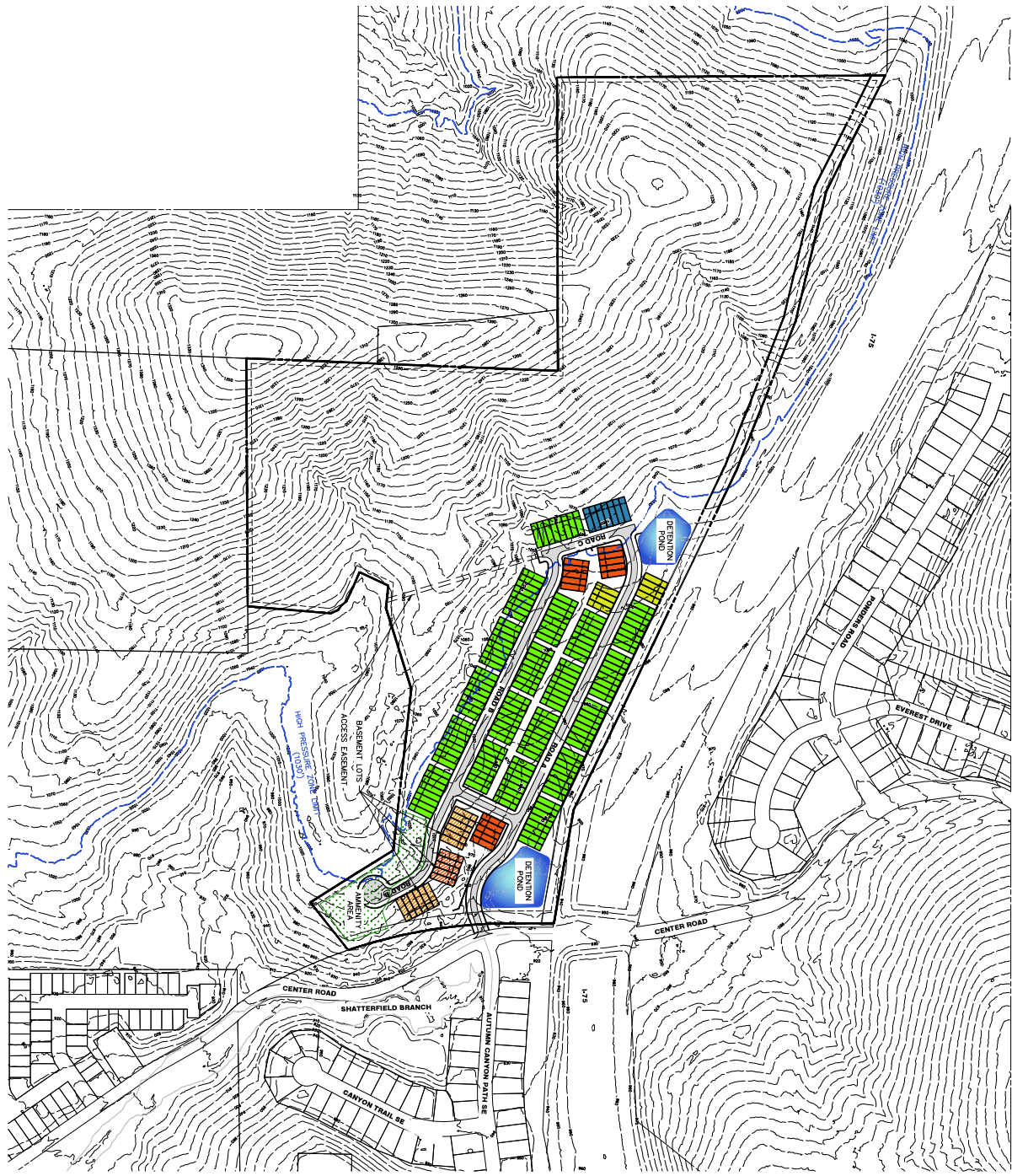


The development proposes one full access driveway on Center Road aligned with Autumn Canyon Path.

A site plan is shown in Figure 4.



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TOWN HOME UNIT COUNT		
NO. OF BUILDINGS	NO. OF UNITS	TOTAL
4 UNIT BUILDING	2	8
5 UNIT BUILDING	4	20
6 UNIT BUILDING	2	12
7 UNIT BUILDING	1	7
8 UNIT BUILDING	19	152
9 UNIT BUILDING	1	9
<b>TOTAL</b>	<b>28</b>	<b>199</b>

- NOTES:
1. MINIMUM LOT SIZE IS 2,000 SQ. FT.
  2. MINIMUM LOT AREA IS 2,000 SQ. FT.
  3. ATTACHED TOWNHOMES ARE SPILT BETWEEN 4 THROUGH 8 UNIT AREAS IN A HIGH WATER PRESSURE ZONE AND MAINTAINED BY THE CITY OF CARTERSVILLE. MAXIMUM PRESSURE HEAD IS 100 PSI. LOT ZONING R-20 (SINGLE FAMILY DWELING DISTRICT).
  4. PROPERTY ZONING DOES NOT ALLOW SINGLE FAMILY ATTACHED RESIDENTIAL DEVELOPMENT.

DRAWING DATE 06/01/2022	DRAWN BY ABL	DRAWING TITLE <b>TOWNHOME CONCEPT #2</b>	2021 PRIME ENGINEERING, INC. Scales, as stated hereon, are valid on the original drawing; the dimensions of which are 24 by 36 inches. These scales, listed hereon, are hereby changed by the ratio of the overall sheet dimensions of the print to corresponding dimensions of the original drawing. This drawing is the property of PRIME ENGINEERING, INCORPORATED and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein and is not to be used on any other project. It is to be returned upon request.	SEAL	PROJECT: <b>PID C108-0001-001 CENTER RD &amp; I-75 CARTERSVILLE, BARTOW, GA</b>	 1715 NORTHSIDE PARKWAY NW BUILDING 330, SUITE 630 ATLANTA, GEORGIA 30337 (404) 425-7100
DRAWING SCALE 1" = 200'	DESIGNED BY JDP				PREPARED FOR: <b>MERRILL TRUST</b>	
PROJECT NUMBER 1477-0004	CHECKED BY RRM	<b>C-100</b>				

## 5.1 Trip Generation

Trip generation estimates for the project were based on the rates and equations published in the 11<sup>th</sup> edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation was based on the ITE Land Use 215 – *Single-Family Attached Housing*. The calculated total trip generation for the proposed development is shown in Table 4A.

TABLE 4A – TRIP GENERATION (PROPOSED SITE)								
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
<b>ITE 215 – Single-Family Attached Housing</b>	199 Units	24	74	98	68	47	115	1,466

## 5.2 Trip Distribution

The trip distribution describes how traffic arrives and departs from the site. An overall trip distribution was developed for the site based on a review of the existing travel patterns in the area and the locations of major roadways and highways that will serve the development. The site-generated peak hour traffic volumes, shown in Table 4, were assigned to the study area intersections based on this distribution. The outer-leg distribution and AM and PM peak hour new traffic generated by the site are shown in Figure 5.

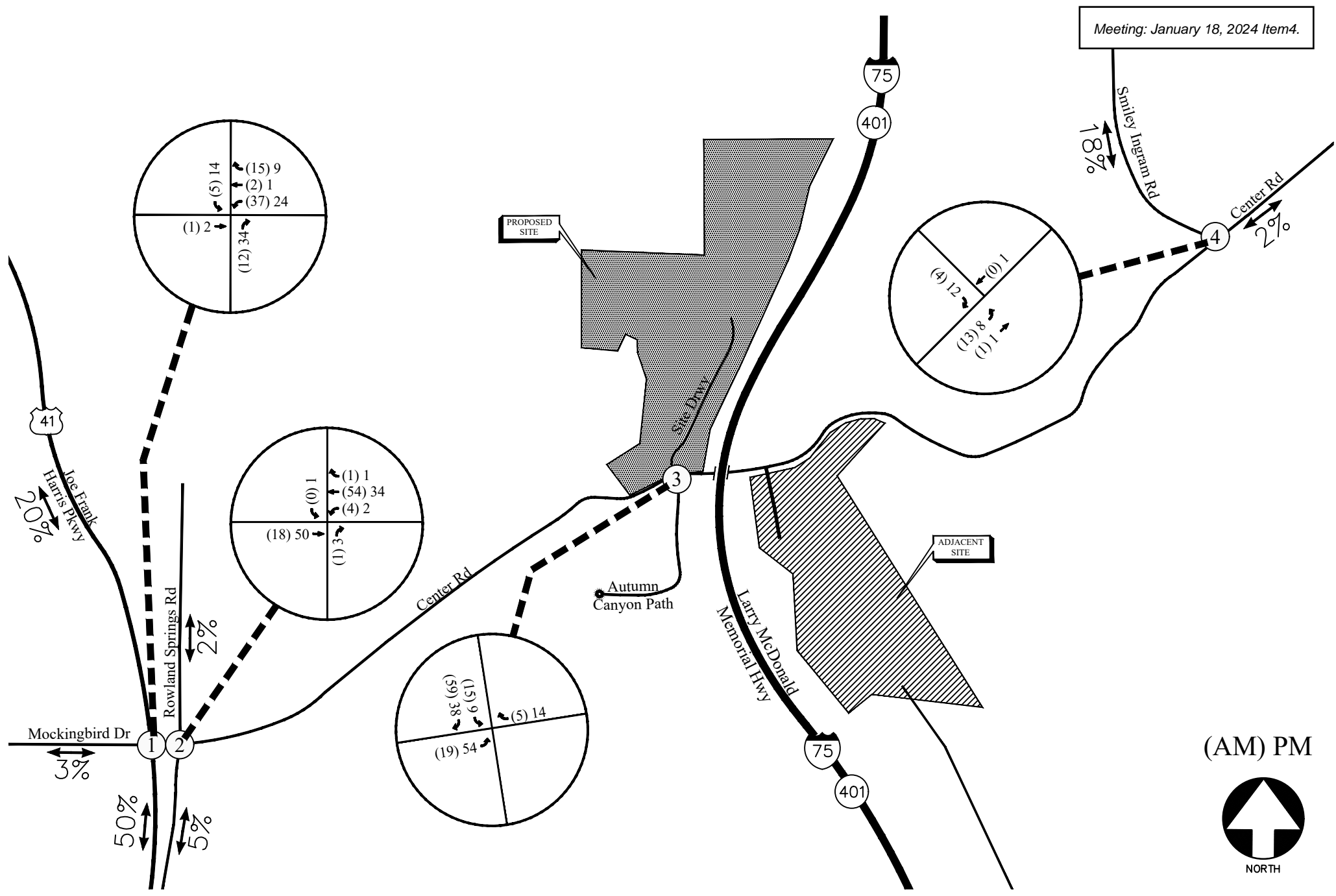
### 5.2.1 Nearby Planned Residential Development – Project #23-048

A separate nearby residential development is currently being planned to be built in the southeast corner of the crossing of I-75 and Center Road. The development will consist of two unconnected sections: The north section will consist of 73 single-family detached homes with a full access driveway on Center Road, while the southern section will consist of 168 townhome units and will have access by a driveway connection with Overlook Parkway to the south. Because this project is estimated to be completed by 2025, its impact on the study area was considered in both the “No-Build” and “Build” future conditions analyses. However, as the site-generated traffic from the southern section of the development will not affect operations at the study intersections for this project, only traffic from the northern section with access to Center Road was included in the future conditions analysis. These traffic volumes are shown in Figure 6, while the calculated total trip generation for the adjacent development is shown in Table 4B below.

TABLE 4B – TRIP GENERATION (ADJACENT SITE)								
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
<b>ITE 210 – Single-Family Detached Housing</b>	73 Units	14	42	56	47	27	74	755

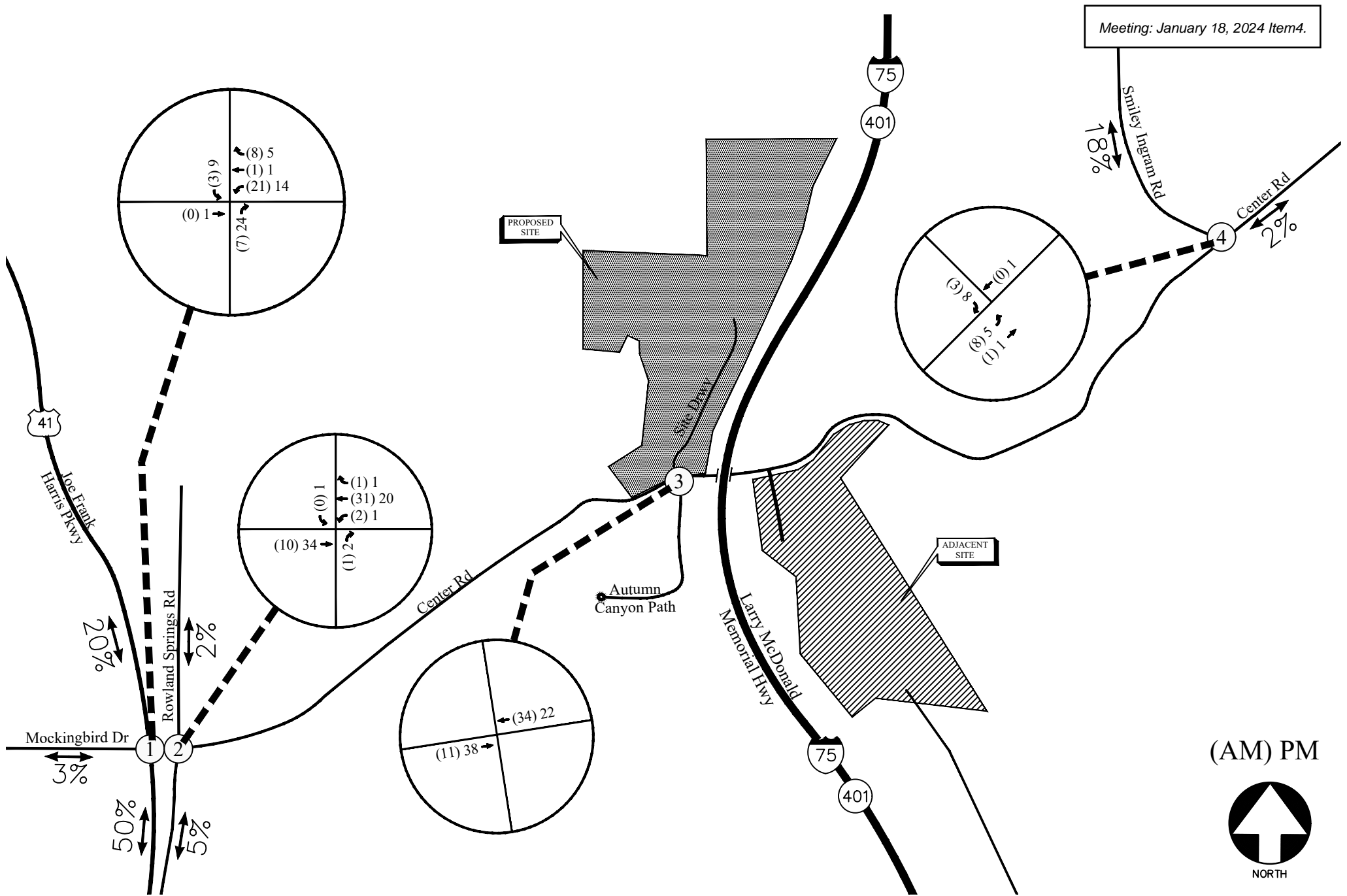


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TRIP DISTRIBUTION AND SITE-GENERATED WEEKDAY PEAK HOUR VOLUMES

FIGURE 5



TRIP DISTRIBUTION AND SITE-GENERATED WEEKDAY PEAK HOUR VOLUMES  
(ADJACENT SITE)

FIGURE 6

## 6.0 FUTURE 2025 TRAFFIC ANALYSIS

The future 2025 traffic operations are analysed for the “Build” and “No-Build” conditions.

### 6.1 Future “No-Build” Conditions

The “No-Build” (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The Future “No-Build” volumes consist of the existing traffic volumes (Figure 2) and adjacent site trips (Figure 6) plus increases for annual growth of through traffic.

#### 6.1.1 Annual Traffic Growth

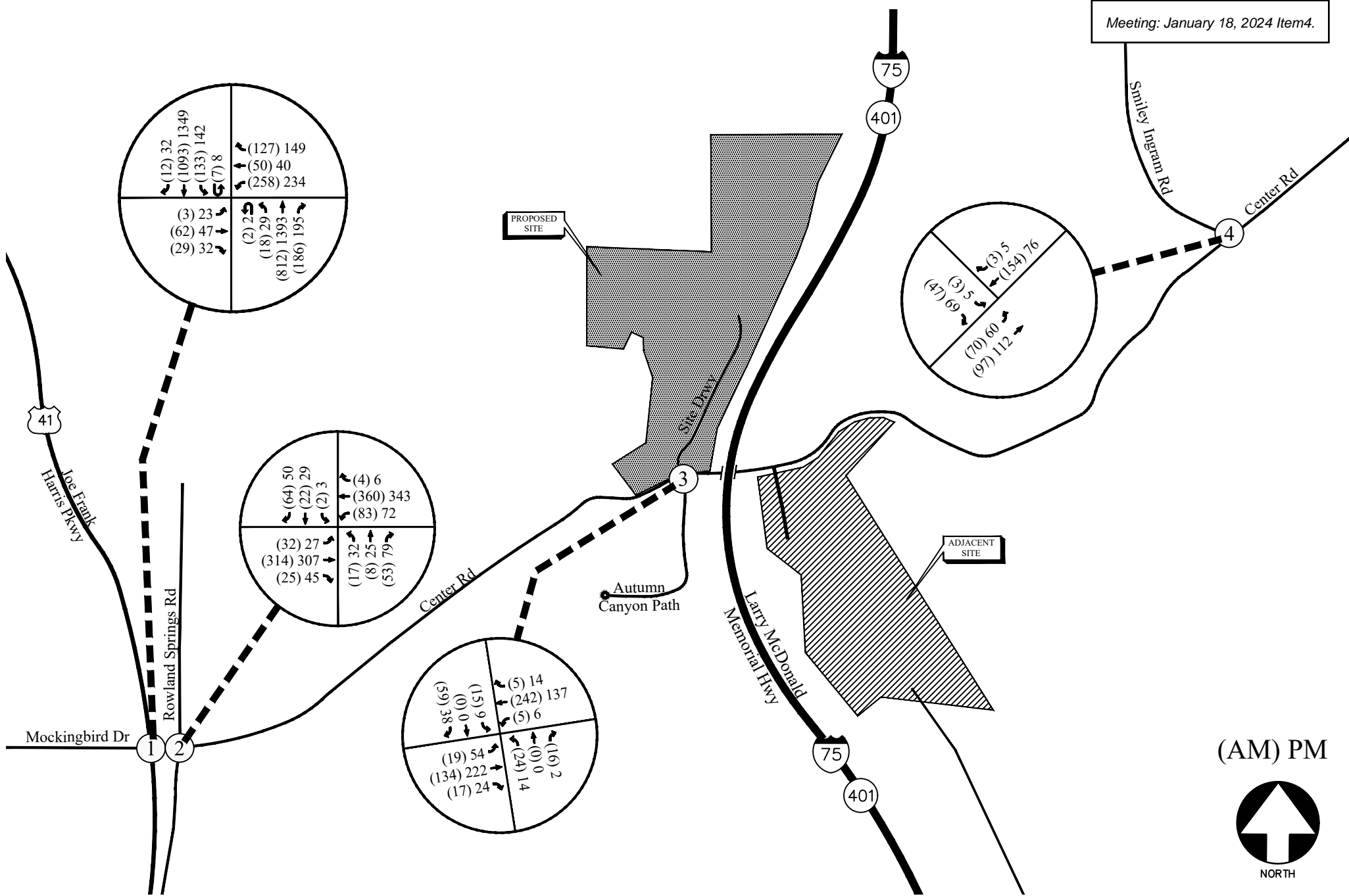
To evaluate future traffic operations in this area, a projection of normal traffic growth was applied to the existing volumes. The Georgia Department of Transportation recorded average daily traffic volumes at several locations in the vicinity of the site. Reviewing the growth over the last three years revealed growth of approximately 2% in the area. This growth factor was applied to the existing traffic volumes between collector and arterial roadways to estimate the future year traffic volumes prior to the addition of site-generated traffic. The resulting Future “No-Build” volumes on the roadway are shown in Figure 7.

### 6.2 Future “Build” Conditions

The “Build” or development conditions include the estimated background traffic from the “No-Build” conditions plus the added traffic from the proposed development. To evaluate future traffic operations in this area, the additional traffic volumes from the site (Figure 5) were added to base traffic volumes (Figure 7) to calculate the future traffic volumes after the construction of the development. These total future “Build” traffic volumes are shown in Figure 8.



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(AM) PM



FUTURE (BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 8

### 6.3 Auxiliary Lane Analysis

Included below are analyses for a left turn lane and a right turn lane at the site driveway per GDOT standards. The analyses below are based off the trip distribution included in Section 5.2. According to the trip distribution, the 24-hour two-way volume entering and exiting of the site is 1,466 vehicles.

#### 6.3.1 Left Turn Lane Analysis

For two lane roadways with AADT's less than 6,000 vehicles and a posted speed limit of 35 mph, the daily site generated traffic left turn movements threshold to warrant a turn lane is 300 left-turning vehicles a day. The projected left turn volumes per day for the site driveway is included in Table 5.

TABLE 5 – GDOT REQUIREMENTS FOR LEFT TURN LANES					
Intersection	Left Turn Traffic (% total entering)	Left Turn Volume (vehicles/day)	Roadway Speed / # Lanes / ADT	GDOT Threshold (vehicles/day)	Warrants Met?
Center Road @ Site Driveway	80% Eastbound	<b>586</b> (Total Trips) ÷ 2 × 0.8 = (1,466) ÷ 2 × 0.8 = 586	35 mph / 2-Lane / < 6,000	300	Yes

A left turn lane is warranted at the site driveway per GDOT standards.

#### 6.3.2 Deceleration Turn Lane Analysis

For two lane roadways with AADT's less than 6,000 vehicles and a posted speed limit of 35 mph, the daily site generated traffic right turn movements threshold to warrant a deceleration lane is 200 right-turning vehicles a day. The projected right-turn volumes per day for the site driveway is included in Table 6.

TABLE 6 – GDOT REQUIREMENTS FOR DECELERATION LANES					
Intersection	Right Turn Traffic (% total entering)	Right Turn Volume (vehicles/day)	Roadway Speed / # Lanes / ADT	GDOT Threshold (vehicles/day)	Warrants Met?
Center Road @ Site Driveway	20% Westbound	<b>147</b> (Total Trips) ÷ 2 × 0.2 = (1,466) ÷ 2 × 0.2 = 147	35 mph / 2-Lane / < 6,000	200	No

A right turn lane is not warranted at the site driveway per GDOT standards.







## 6.4 Future “Build” Traffic Operations

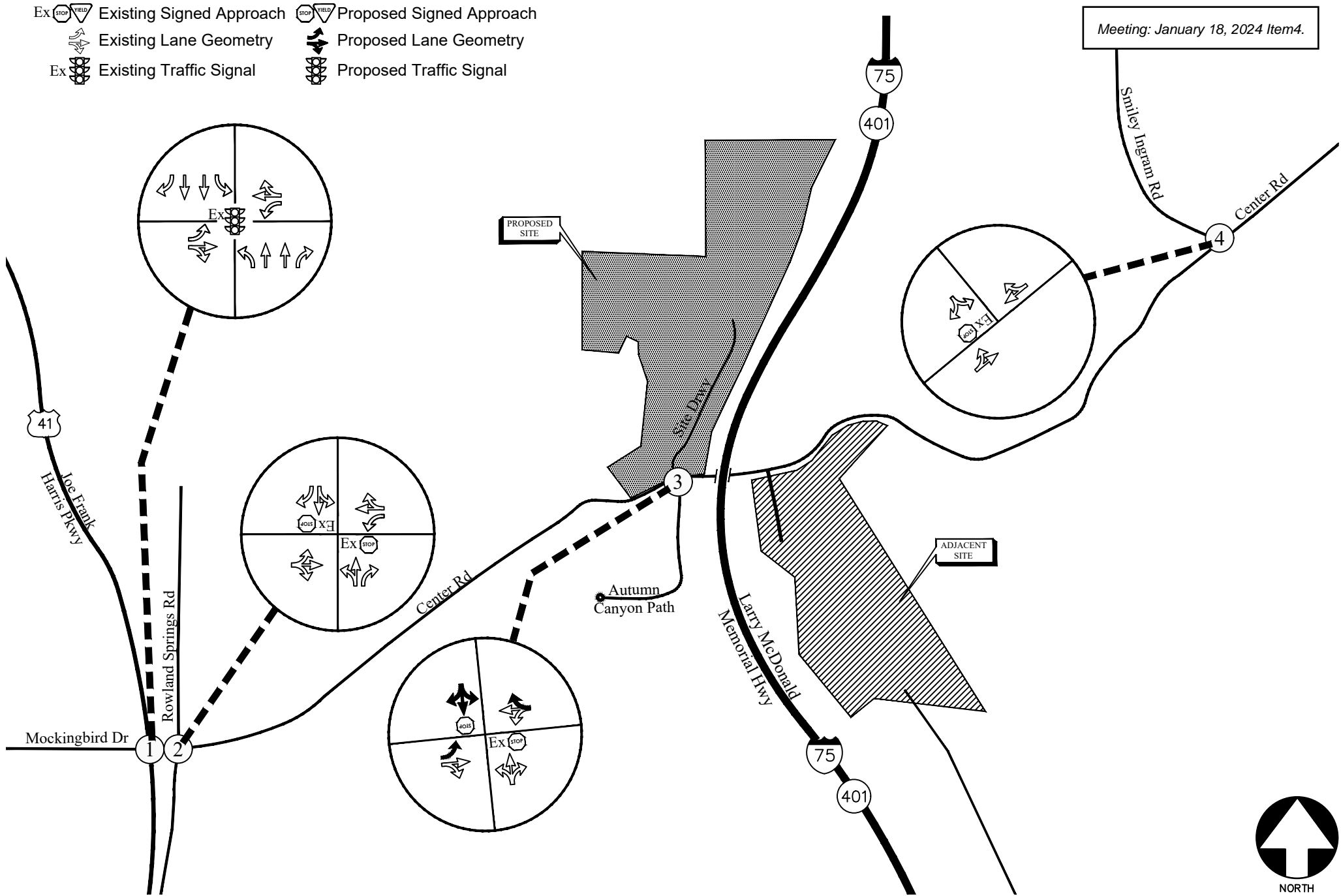
The future “No-Build” and “Build” traffic operations were analysed using the volumes in Figure 7 and Figure 8, respectively. Recommendations for future traffic control and lane geometry is shown in Figure 9. The results of the future traffic operations analysis are shown below in Table 7.

TABLE 7 – FUTURE INTERSECTION OPERATIONS					
Intersection		Future Condition: LOS (Delay)			
		NO-BUILD		BUILD-OUT (2025)	
		AM Peak	PM Peak	AM Peak	PM Peak
1	<b><u>Center Road @ US 41</u></b>	<b>C (21.3)</b>	<b>C (24.2)</b>	<b>C (23.1)</b>	<b>C (26.0)</b>
	-Eastbound Approach	E (62.0)	E (59.9)	E (62.0)	E (59.9)
	-Westbound Approach	D (50.0)	D (53.6)	D (51.7)	E (57.1)
	-Northbound Approach	B (15.9)	C (21.7)	B (17.4)	C (23.3)
	-Southbound Approach	B (15.6)	B (19.2)	B (16.9)	C (20.6)
2	<b><u>Center Road @ Rowland Springs Road</u></b>				
	-Eastbound Left	A (8.1)	A (8.1)	A (8.3)	A (8.2)
	-Westbound Left	A (8.3)	A (8.2)	A (8.4)	A (8.4)
	-Northbound Approach	C (17.4)	C (18.6)	C (19.5)	C (21.6)
	-Southbound Approach	B (15.0)	C (15.4)	C (16.5)	C (17.3)
3	<b><u>Center Road @ Autumn Canyon Path / Proposed Site Driveway</u></b>				
	-Eastbound Left	-	-	A (7.9)	A (7.6)
	-Westbound left	A (7.6)	A (7.8)	A (7.6)	A (7.8)
	-Northbound Approach	B (11.1)	B (10.9)	B (12.9)	B (13.3)
	-Southbound Approach	-	-	B (11.4)	B (10.1)
4	<b><u>Center Road @ Smiley Ingram Road</u></b>				
	-Eastbound Left	A (7.8)	A (7.5)	A (7.8)	A (7.5)
	-Southbound Approach	A (9.8)	A (9.1)	A (9.8)	A (9.2)

The results of the future traffic operations analysis indicate that the stop-controlled side street approaches at the unsignalized study intersections will continue to operate at a level of service “C” or better in both the AM and PM peak hours. The signalized study intersection (Center Road / Mockingbird Drive at US 41) will continue to operate at an overall level of service “C” during the AM and PM peak hours. Recommendations on traffic control and lane geometry are shown in Figure 8.

**LEGEND**

- Ex  Existing Signed Approach     Proposed Signed Approach
-  Existing Lane Geometry     Proposed Lane Geometry
- Ex  Existing Traffic Signal     Proposed Traffic Signal



**FUTURE TRAFFIC CONTROL AND LANE GEOMETRY**

**FIGURE 16**



## 7.0 CONCLUSIONS AND RECOMMENDATIONS

Traffic impacts were evaluated for the proposed residential development that will be located northwest of the crossing of Center Road and I-75 in the City of Cartersville, Georgia. The development will consist of 199 townhome units and proposes one full access driveway on Center Road aligned with Autumn Canyon Path.

Existing and future operations after completion of the project were analysed at the intersections of:

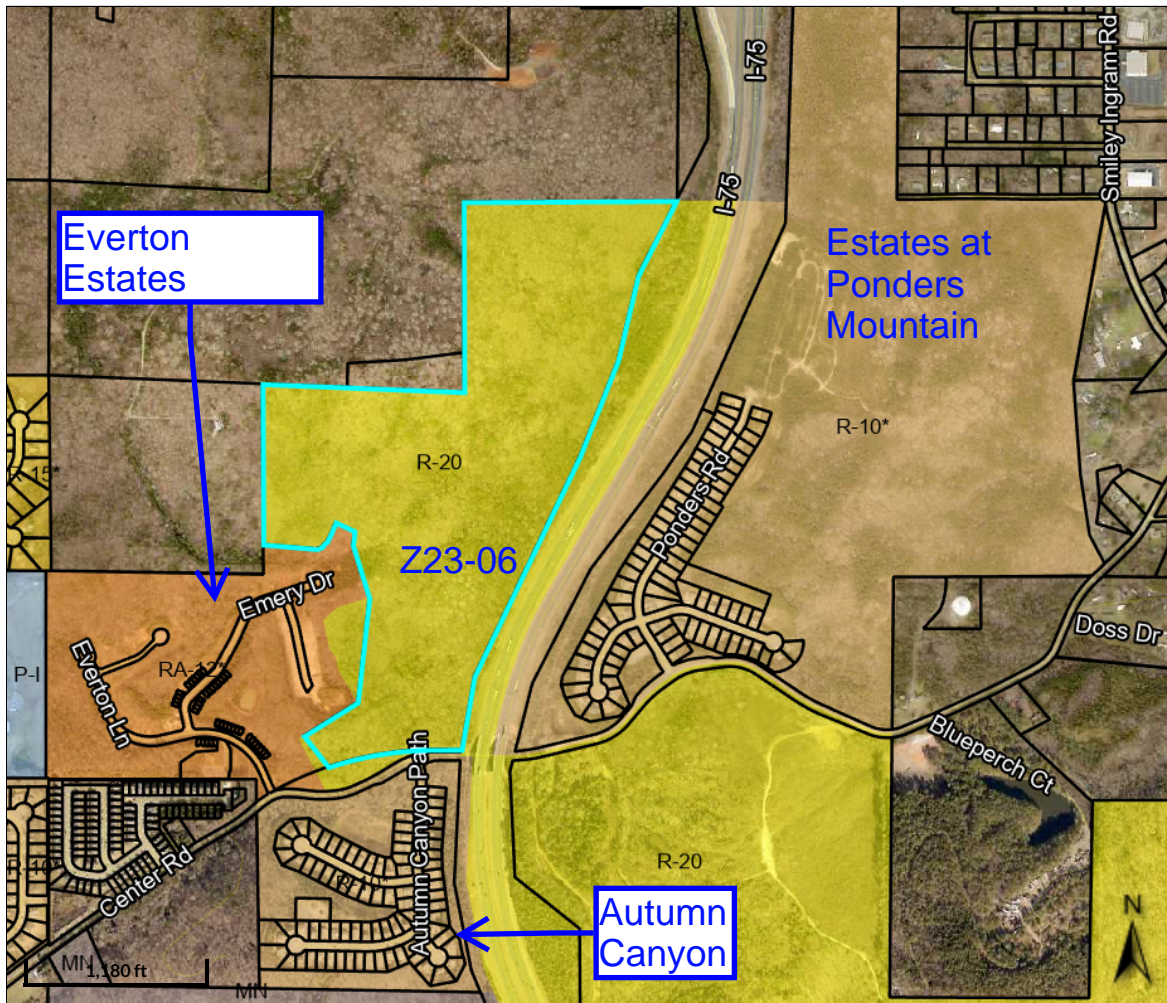
- Center Road at US 41 (Joe Frank Harris Parkway)
- Center Road at Rowland Springs Road
- Center Road at Autumn Canyon Path / Site Driveway
- Center Road at Smiley Ingram Road

The analysis included the evaluation of Future operations for “No-Build” and “Build” conditions, with the differences between “No-Build” and “Build” accounting for an increase in traffic due to the proposed development. The results of the future traffic operations analysis indicate that the stop-controlled side street approaches at the unsignalized study intersections will continue to operate at a level of service “C” or better in both the AM and PM peak hours. The signalized study intersection (Center Road / Mockingbird Drive at US 41) will continue to operate at an overall level of service “C” during the AM and PM peak hours. Based on the analysis, the proposed development will have minimal impact on traffic operations in the study network.

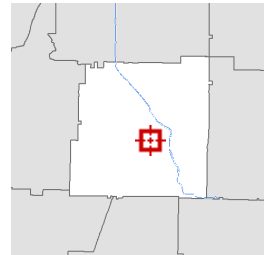
### 7.1 Recommendations for Site Access Configuration

The following configuration is recommended at the site driveway intersection:

- Site Driveway: Full access driveway on Center Road
  - One entering lane and one exiting lane
  - Stop-sign controlled on the driveway approach with Center Road remaining free flow
  - A left turn lane for entering traffic
  - Provide adequate sight distance per AASHTO standards



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 C108-0001-001  
 Sec/Twp/Rng n/a  
 Property Address CENTER RD

Alternate ID 38131  
 Class Agricultural  
 Acreage 103.85

Owner Address WHM CHATTAHOOCHEE HILLS INVESTMENTS LLC  
 8000 CAPPS FERRY  
 DOUGLASVILLE, GA 30135

**District**  
**Brief Tax Description**

Cartersville  
LL245 D4 Etowah preserve Ph 2  
*(Note: Not to be used on legal documents)*

*Meeting: January 18, 2024 Item4.*

Date created: 10/23/2023  
Last Data Uploaded: 10/20/2023 9:03:28 PM

Developed by  **Schneider**  
GEOSPATIAL

# Application for Rezoning

City of Cartersville

Case Number: 223-06

Date Received: 9-22-23

Public Hearing Dates: 12/12/23



12/21/23



1/4/24, 7:00pm

Planning Commission 11/7/23  
5:30pm

1<sup>st</sup> City Council 11/16/23  
7:00pm

2<sup>nd</sup> City Council 12/17/23  
~~7:00pm~~ 9am

Applicant Merrill Trust Office Phone 404.495.9577  
 (printed name)  
 Address 8000 Capps Ferry Rd. Mobile/ Other Phone \_\_\_\_\_  
 City Douglasville State GA Zip 30135 Email whmerrill@merrilltrust.com  
 Southland Engineering, INC. Phone (Rep) 770-387-0440  
 Representative's printed name (if other than applicant) Email (Rep) karl@southlandengineers.com  
 Representative Signature   
 Signed, sealed and delivered in presence of: \_\_\_\_\_  
 Notary Public  My Commission Expires: 8.22.2024

\* Titleholder WHM Chattahoochee Hills Investments, LLC Phone 404.495.9577  
 (titleholder's printed name)  
 Address 8000 Capps Ferry Douglasville, GA 30135 Email pearce@merrilltrust.com  
 Signature   
 Signed, sealed, delivered in presence of: \_\_\_\_\_  
 Notary Public  My Commission Expires: 8.22.2024

Present Zoning District RA-20 Requested Zoning RA-12  
 Acreage 103.85 Land Lot(s) 115,173,174,187,188 District(s) 4th Section(s) 3rd  
 Location of Property: Center Road Parcel ID No. C108-0001-001  
 (street address, nearest intersections, etc.)  
 Reason for Rezoning Request: To allow for a multifamily town home development.  
 \_\_\_\_\_  
 (attach additional statement as necessary)

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

**CAMPAIGN DISCLOSURE REPORT**  
**FOR ZONING ACTIONS**

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

Date of Application: 9.19.2023

Date Two Years Prior to Application: 9.19.2021

Date Five Years Prior to Application: 9.19.2018

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	_____	<input checked="" type="checkbox"/>
Council Member:		
Ward 1- Kari Hodge	_____	<input checked="" type="checkbox"/>
Ward 2- Jayce Stepp	_____	<input checked="" type="checkbox"/>
Ward 3- Cary Roth	_____	<input checked="" type="checkbox"/>
Ward 4- Calvin Cooley	_____	<input checked="" type="checkbox"/>
Ward 5- Gary Fox	_____	<input checked="" type="checkbox"/>
Ward 6- Taff Wren	_____	<input checked="" type="checkbox"/>
Planning Commission		
Lamar Pendley, Chair	_____	<input checked="" type="checkbox"/>
Anissa Cooley	_____	<input checked="" type="checkbox"/>
Fritz Dent	_____	<input checked="" type="checkbox"/>
Greg Culverhouse	_____	<input checked="" type="checkbox"/>
Jeffery Ross	_____	<input checked="" type="checkbox"/>
Stephen Smith	_____	<input checked="" type="checkbox"/>
Travis Popham	_____	<input checked="" type="checkbox"/>

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.

N/A

[Signature]      9.19.2023  
Signature                                  Date

Harrison Merrill  
Print Name





# City of Cartersville

W A T E R D E P A R T M E N T

September 21, 2023

Karl Lutjens, P.E.  
114 Old Mill Road  
Cartersville, GA 30120

RE: Water Availability Center Road Townhomes (220 residential units)  
Parcel C108-0001-001

Mr. Lutjens,

This letter provides confirmation that water and sewer service is available for the referenced property at Center Road west of I-75. An existing 16-inch diameter water main along the frontage of the property on Center Road is available. An existing 18-inch diameter sewer main along Center Road across from the property is also available. The maximum water service elevation allowed for this area is 1050 feet MSL (top floor level).

The developer of the property will be responsible for all service capacity fees in effect at the time of service application. Additionally, the developer will be responsible for verifying elevations for gravity sewer service.

Fire protection flow rates for hydrants and fire suppression sprinkler systems are determined by the governing fire department. The Project Developer is responsible for coordinating with the fire department to determine fire flow requirements.

This determination is valid for a period of one year beginning on the date of this letter. You are encouraged to develop approved plans for this development within this one year time frame. Adequate capacity based on anticipated design flows from the development must be confirmed and approved at the time of plan submission. An extension of this availability approval may not be possible due to other developments in this area.

Sincerely,

**Michael De Leon, P.E.**  
Water System Engineer – Cartersville Water Dept.



*“Providing dependable service while preserving an exceptional quality of life.”*





REVISED 1-9-24

**SITE NOTES:**

TOTAL PROPERTY ACREAGE = 103.88 AC  
PROJECT AREA = 33.48 AC(SUBDIVIDED FROM 103.88 AC)  
CURRENT ZONING = R-20  
PROPOSED ZONING = RA-12

TOTAL NUMBER OF LOTS = 207  
TOTAL NUMBER OF BUILDING LOTS TOWNHOME = 199  
LOT DENSITY = 5.95 LOTS PER ACRE

MINIMUM LOT SIZE = 2,000 SF

MINIMUM LOT WIDTH = 24 FEET

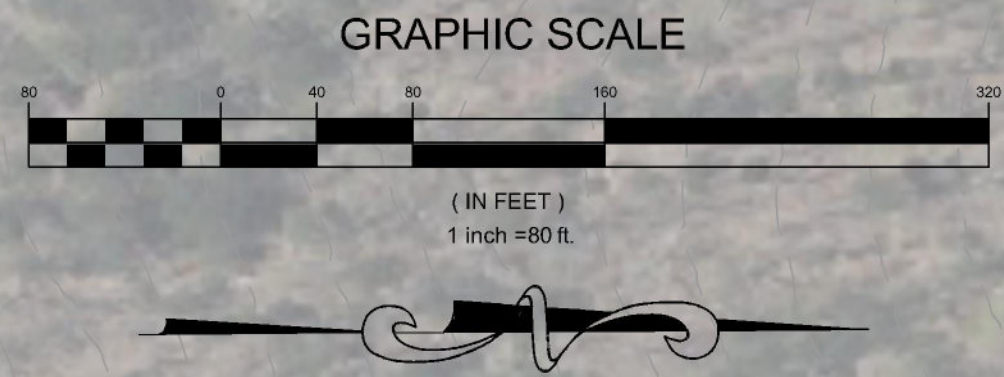
MINIMUM FRONT SETBACK = 10 FEET

MINIMUM SIDE SETBACK = 10 FEET(END OF ROW WHEN ADJ STREET)

MINIMUM REAR SETBACK = 20 FEET

**DESIGN CONDITIONS**

TOWNHOMES ARE REQUESTED TO BE FRONT ENTRY



MASTER SITE  
REMAINING  
70.40

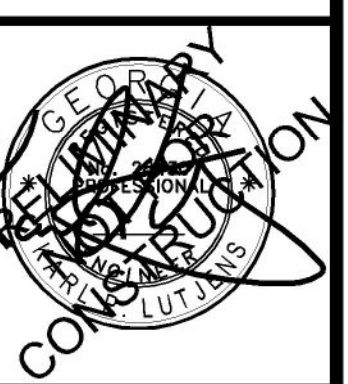
PROJECT NO.:  
23123

DATE:  
09/22/23

REVISIONS:	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

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

**MERRILL'S RIDGE  
TOWNHOMES**  
CARTERSVILLE, GEORGIA



SHEET TITLE:

SITE  
PLAN

SHEET NO.:

C201



PROJECT NO.:

23123

DATE:

09/22/23

REVISIONS:

	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

**SITE NOTES:**

TOTAL PROPERTY ACREAGE = 103.88 AC  
 PROJECT AREA = 33.48 AC(SUBDIVIDED FROM 103.88 AC)  
 CURRENT ZONING= R-20  
 PROPOSED ZONING = RA-12

TOTAL NUMBER OF LOTS = 207  
 TOTAL NUMBER OF BUILDING LOTS TOWNHOME = 199  
 LOT DENSITY = 5.95 LOTS PER ACRE

MINIMUM LOT SIZE = 2,000 SF

MINIMUM LOT WIDTH = 24 FEET

MINIMUM FRONT SETBACK = 10 FEET

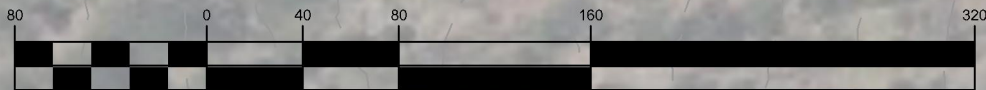
MINIMUM SIDE SETBACK = 10 FEET(END OF ROW WHEN ADJ STREET)

MINIMUM REAR SETBACK = 20 FEET

DESIGN CONDITIONS

TOWNHOMES ARE REQUESTED TO BE FRONT ENTRY

GRAPHIC SCALE



( IN FEET )  
 1 inch =80 ft.



**GA SOUTHLAND**  
**ENGINEERING**

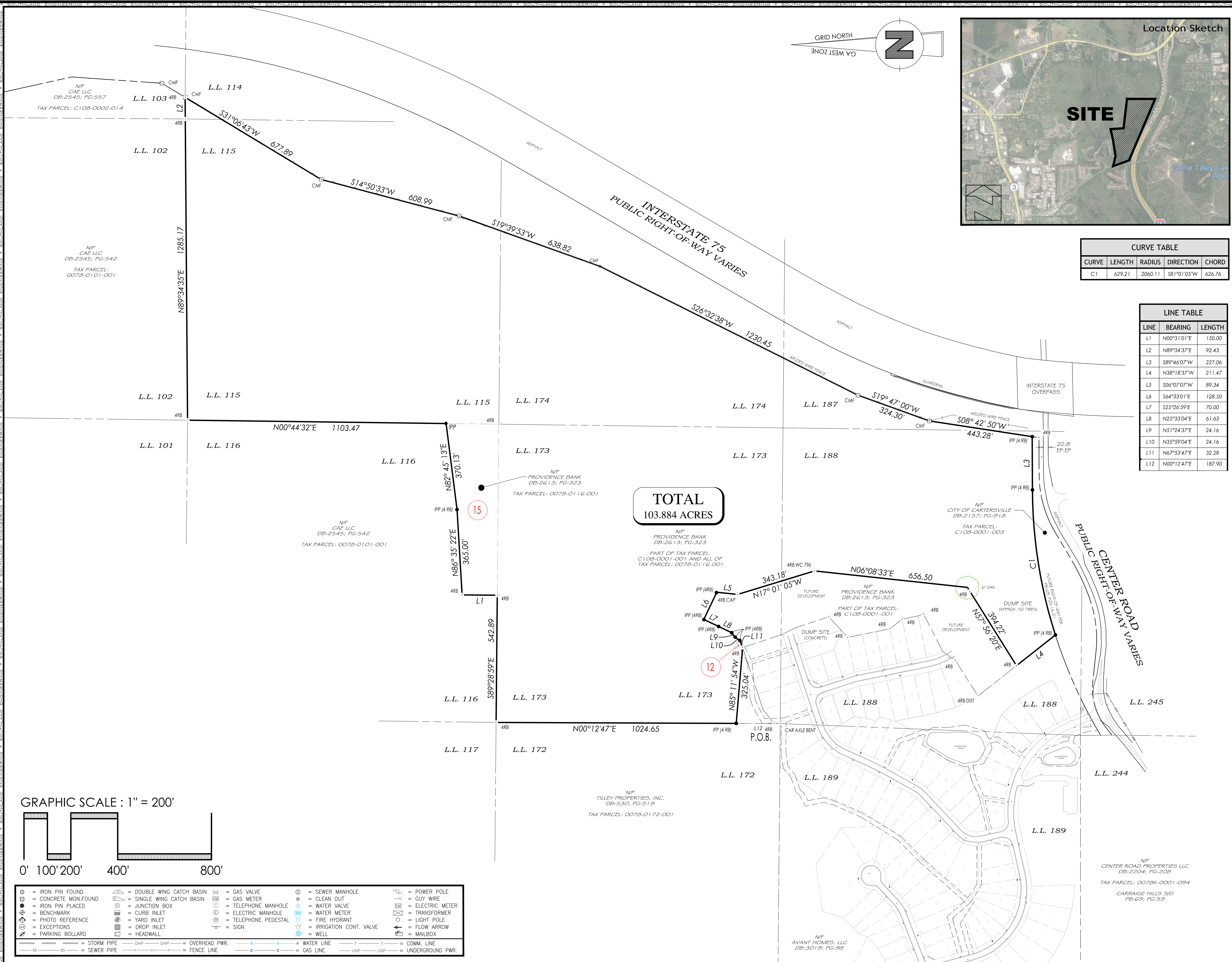
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

114 OLD MILL ROAD., CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

REVISED 1-9-24

REMAINING  
70.40





### Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOTS 114, 115, 116, 173, 174, 187, & 188 OF THE 4TH DISTRICT, 3RD SECTION IN BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAR AXLE (BENT) AT THE COMMON CORNER OF LAND LOTS 172, 173, 188, AND 189; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 173 WITH A BEARING OF N 00°12'47" E A DISTANCE OF 187.90 FEET TO AN IRON PIN PLACED AND THE TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE CONTINUING ALONG SAID LAND LOT LINE WITH A BEARING OF N 00°12'47" E A DISTANCE OF 1024.65 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON CORNER OF LAND LOTS 116, 117, 172, & 173; THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 173 WITH A BEARING OF S 89°28'59" E A DISTANCE OF 542.89 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF N 00°31'01" E A DISTANCE OF 150.00 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE WITH A BEARING OF N 86°35'22" E A DISTANCE OF 365.00 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 82°45'13" E A DISTANCE OF 370.13 FEET TO AN IRON PIN PLACED (#4 REBAR) ALONG THE WESTERN LAND LOT LINE OF LAND LOT 115;

THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 115 WITH A BEARING OF N 00°44'32" E A DISTANCE OF 1103.47 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON CORNER OF LAND LOTS 101, 102, 115, & 116;

THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 115 WITH A BEARING OF N 89°34'35" E A DISTANCE OF 1285.17 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON CORNER OF LAND LOTS 102, 103, 114, & 115;

THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 114 WITH A BEARING OF N 89°34'37" E A DISTANCE OF 92.43 FEET TO A CONCRETE MONUMENT FOUND;

THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF S 31°06'43" W A DISTANCE OF 677.89 FEET TO AN IRON PIN FOUND (#4 REBAR) CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 14°50'33" W A DISTANCE OF 608.99 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 19°39'53" W A DISTANCE OF 638.82 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 26°32'38" W A DISTANCE OF 1230.45 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 26°32'38" W A DISTANCE OF 1230.45 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 19°47'00" W A DISTANCE OF 324.30 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 08°42'50" W A DISTANCE OF 443.28 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE WITH A BEARING OF S 08°46'07" W A DISTANCE OF 227.06 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE IN A WESTERLY DIRECTION WITH CURVE TURNING TO THE LEFT WITH A RADIUS OF 2060.11 FEET, HAVING A CHORD BEARING OF S 81°01'05" W A CHORD DISTANCE OF 626.76 AND AN ARC LENGTH OF 629.21 TO AN IRON PIN PLACED;

THENCE WITH A BEARING OF N 38°18'37" W A DISTANCE OF 211.47 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE WITH A BEARING OF N 57°56'20" E A DISTANCE OF 394.22 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE WITH A BEARING OF N 06°08'33" E A DISTANCE OF 656.50 FEET TO AN IRON PIN FOUND (#4 REBAR - CAP NUMBER 796);

THENCE WITH A BEARING OF N 17°01'05" W A DISTANCE OF 343.18 FEET TO AN IRON PIN FOUND (#4 REBAR WITH CAP);

THENCE WITH A BEARING OF N 06°07'17" E A DISTANCE OF 89.34 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 82°45'13" E A DISTANCE OF 370.13 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 64°33'01" W A DISTANCE OF 128.50 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF S 25°26'59" W A DISTANCE OF 70.00 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF S 25°33'04" W A DISTANCE OF 61.63 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF S 51°24'37" W A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 35°59'04" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF S 67°53'47" W A DISTANCE OF 32.28 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 85°11'54" W A DISTANCE OF 325.04 FEET TO AN IRON PIN PLACED ALONG THE WESTERN LAND LOT LINE OF LAND LOT 173 AND THE TRUE POINT OF BEGINNING; SAID TRACT OR PARCEL OF LAND CONTAINING 103.884 ACRES MORE OR LESS, AS SHOWN AS ON SURVEY PREPARED BY SOUTHLAND ENGINEERING, INC., DATED MARCH 14, 2019.



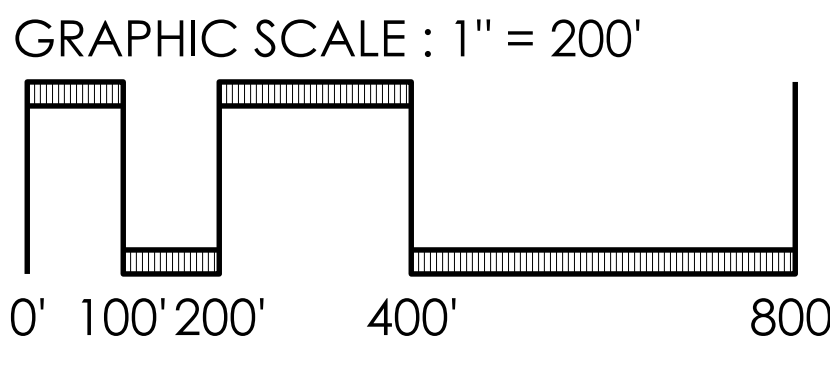
### CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	629.21	2060.11	S81°01'05"W	626.76

### LINE TABLE

LINE	BEARING	LENGTH
L1	N00°31'01"E	150.00
L2	N89°34'37"E	92.43
L3	S89°46'07"W	227.06
L4	N38°18'37"W	211.47
L5	S06°07'07"W	89.34
L6	S64°33'01"E	128.50
L7	S25°26'59"W	70.00
L8	N25°33'04"E	61.63
L9	N51°24'37"E	24.16
L10	N35°59'04"E	24.16
L11	N67°53'47"E	32.28
L12	N00°12'47"E	187.90

**TOTAL**  
103.884 ACRES



● IRON PIN FOUND	○ DOUBLE WING CATCH BASIN	○ GAS VALVE	○ SEWER MANHOLE	○ POWER POLE
○ CONCRETE MON.FOUND	○ SINGLE WING CATCH BASIN	○ GAS METER	○ CLEAN OUT	○ GUY WIRE
○ IRON PIN PLACED	○ JUNCTION BOX	○ TELEPHONE MANHOLE	○ WATER VALVE	○ TELEPHONE PED. SIGN
○ BENCHMARK	○ CURB INLET	○ ELECTRIC MANHOLE	○ WATER METER	○ TRANSFORMER
○ PHOTO REFERENCE	○ YARD INLET	○ TELEPHONE PEDESTAL	○ FIRE HYDRANT	○ LIGHT POLE
○ EXCEPTIONS	○ DROP INLET	○ SIGN	○ IRRIGATION CONT. VALVE	○ FLOW ARROW
○ PARKING BOLLARD	○ HEADWALL	○ WELL	○ MAILBOX	
— STORM PIPE	— CHP	— OVERHEAD PWR.	— WATER LINE	— COMM. LINE
— SEWER PIPE	— FENCE LINE	— GAS LINE	— UGP	— UNDERGROUND PWR.

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

ALTA/NSPS LAND TITLE SURVEY FOR:

**ETOWAH VENTURE PARTNERS II, LLC**  
a Georgia limited liability company

**SERVIS FIRST BANK**  
its successors and/or assigns as their interests may appear

**REPUBLIC COMMERCIAL TITLE CO., LLC, & CHICAGO TITLE INS. CO.**

**Flood Statement**

THE F.I.R.M. (FLOOD INSURANCE RATE MAP) SHOWS THE REFERENCED PARCEL TO BE IN ZONE X AND IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS, ACCORDING TO MAP NO. 13015 C 0259 H, DATED: OCTOBER 5, 2018.

**Commitment no: RCTC190031**  
**Effective Date: December 30, 2018 at 8:00 am**

1.1. HIGHWAY CONDEMNATION CONTAINED IN THAT CERTAIN MINUTE BOOK STYLED DEPARTMENT OF TRANSPORTATION VS. RICHARD LURIE, ET AL., DATED MAY 23, 1974 AND RECORDED IN MINUTE BOOK 3V, PAGE 1234, RECORDS OF THE SUPERIOR COURT OF BARTOW COUNTY, GEORGIA.  
*(SUBJECT PROPERTY NOT AFFECTED.)*

1.2. DEED OF DEDICATION BETWEEN ETOWAH PRESERVE, LLC AND CITY OF CARTERSVILLE, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, DATED JULY 3, 2006, FILED JULY 18, 2006 AND RECORDED IN DEED BOOK 2308, PAGE 73, AFORESAID RECORDS.  
*(AFFECTS AS SHOWN. DRAINAGE EASEMENT TERMINATES ALONG SOUTHWESTERN PORTION OF SUBJECT PROPERTY.)*

1.3. RESERVATION OF AN EASEMENT FOR ACCESS AND UTILITIES AS CONTAINED IN THAT CERTAIN LIMITED WARRANTY DEED BY AND BETWEEN PROVIDENCE BANK AND AVANT HOMES, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED JULY 6, 2018, FILED JULY 12, 2018 AND RECORDED IN DEED BOOK 3019, PAGE 98, AFORESAID RECORDS.  
*(SUBJECT PROPERTY NOT AFFECTED.)*

1.4. ALL MATTERS AFFECTING SUBJECT PROPERTY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 58, PAGE 1, AFORESAID RECORDS.  
*(DOES NOT AFFECT SUBJECT PROPERTY.)*

1.5. ALL MATTERS AFFECTING SUBJECT PROPERTY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 64, PAGE 90, AFORESAID RECORDS.  
*(THE 3.04 ACRE PROPERTY DEPICTED IN THE PLAT IS LOCATED WITHIN THE SURVEYED LAND. SUBJECT PROPERTY NOT ENCUMBERED BY THIS PLAT.)*

**Surveyor's Certification**

I, KEVIN N. COONEY, A REGISTERED LAND SURVEYOR IN THE STATE OF GEORGIA OF THE FIRM OF SOUTHLAND ENGINEERING, INC., CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA 30120 (PHONE - (770) 387-0440), HEREBY CERTIFY TO ETOWAH VENTURE PARTNERS II, LLC - A GEORGIA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, SERVICES FIRST BANK, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR, REPUBLIC COMMERCIAL TITLE COMPANY, LLC, & CHICAGO TITLE INSURANCE COMPANY THAT THE PREMISES SHOWN HEREON IS A TRUE AND CORRECT PLAT OF THE PROPERTY DESCRIBED HEREON; THAT THE BUILDINGS THEREON ARE LOCATED WITH RESPECT TO PROPERTY BOUNDARIES AS SHOWN; THE SURVEY WAS PREPARED TO INCLUDE 2016 ALTA TABLE ITEMS 1, 2, 3, 4, 6(A), 7(A), 7(B)(1), 7(C), 9, 9(A), 11, 13, 14, 16, 17, 18, 19, AND 20. I FURTHER CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAPS AS ARE CURRENTLY AVAILABLE AND HAVE FOUND THAT THE SUBJECT PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA.

WITNESS MY HAND THIS 25th DAY OF March, 2019.

KEVIN N. COONEY  
GA REG. NO. 2880

**General Notes**

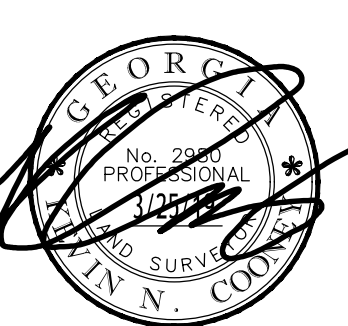
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 23,600 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 160,000 FEET.
- EQUIPMENT USED: TOPCON 2003W, TOTAL STATION, WITH DATA COLLECTOR AND TOPCON NETWORK RTK GPS.
- RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
- THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
- DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.
- UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON ABOVE GROUND OBSERVATIONS. ACTUAL LOCATIONS OF UNDERGROUND UTILITIES MAY VARY AND UTILITIES NOT SHOWN ON THIS SHEET MAY EXIST ON THIS SITE.
- EXCEPT AS SHOWN, THERE WAS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LAND FILL.
- THE SURVEYED LAND IS WHOLLY CONTAINED WITHIN THE LAND DESCRIBED IN THOSE CERTAIN WARRANTY DEEDS, DEED UNDER POWER OF SALE FROM ETOWAH PRESERVE, LLC, AS GRANTEE, TO PROVIDENCE BANK, AS GRANTEE, DATED AND RECORDED MAY 7, 2013, RECORDED IN DEED BOOK 2613, PAGE 323, BARTOW COUNTY, GEORGIA RECORDS.
- THE SURVEYED LAND IS A LAWFULLY CREATED PARCEL AND HAS BEEN SUBDIVIDED IN ACCORDANCE WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, AND REGULATIONS INCLUDING WITHOUT LIMITATION APPLICABLE SUBDIVISION ORDINANCES.
- THIS PARCEL (RCTC 190031) IS ADJACENT, CONTIGUOUS TO THE NORTHERN BOUNDARY OF LAND OWNED BY THE CITY OF CARTERSVILLE (THE "CITY LAND"), WHICH CITY LAND IS ALSO ADJACENT, CONTIGUOUS TO THE NORTHERN BOUNDARY OF CENTER ROAD, AND WHICH CITY LAND IS PROPOSED TO BE USED FOR THE EXPANSION OF CENTER ROAD.
- "TAX PARCEL C108-0001-003 (FUTURE RIGHT-OF-WAY) IS CONTIGUOUS TO THE SURVEYED LAND."
- THE SURVEYED LAND IS WHOLLY CONTAINED WITHIN THE FOLLOWING TAX UNIT, TO WIT: C-108-0001-001 AND 0078-116-001, AND OTHER LAND IS CONTAINED WITHIN TAX UNIT C108-0001-001.

**Utility Notes**

WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WERE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

DATE: MARCH 14, 2019 REV: MARCH 25, 2019 JOB NO: 19028  
DATE OF FIELDWORK: MARCH 11, 2019 DR: LGB CH: KNC APP: KNC

LOCATED IN LAND LOT(S) 173, 188, 189, AND 245, OF THE 4th DISTRICT, 3rd SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA









Images taken 10-20-23













## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Public Hearing – 1 <sup>st</sup> Reading of Zoning/Annexation Request
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	Z24-01. 109 & 111 Douglas St. Applicant: Daneise Archer
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Applicant requests a change in zoning from P-S (Professional Services) to M-U (Multiple Use) for approximately 0.5 acres located at 109 &amp; 111 Douglas St. in Land Lot 410 of the 4th District, 3<sup>rd</sup> Section. Tax ID No. C004-0011-009. The applicant proposes the rezoning to allow a landscape company to operate and have outdoor storage of landscape supplies. A Special Use permit, SU24-01, is also to be reviewed per the M-U ordinance requirements.</p> <p>Staff does not oppose the rezoning.</p> <p>Planning Commission recommended approval 3-0.</p>
<b>LEGAL:</b>	N/A

**ZONING SYNOPSIS**

Petition Number(s): **Z24-01**

**APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant: **Daneise H. Archer**

Representative: **Same**

Property Owner: **Same**

Property Location: **109 & 111 Douglas St. Tax ID C004-0011-009**

Access to the Property: **Douglas St**

**Site Characteristics:**

Tract Size: Acres: **0.50** District: **4<sup>th</sup>** Section: **3<sup>rd</sup>** LL(S): **410**  
Ward: **4** Council Member: **Calvin Cooley**

**LAND USE INFORMATION**

Current Zoning: **P-S (Professional Services)**

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

Proposed Use: **Landscape Contracting**

Current Zoning of Adjacent Property:

North: **P-S**

South: **P-S**

East: **M-U**

West: **R-D (Residential Duplex)**

The Future Development Plan designates the subject property as: **North Town Revitalization Area.**

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

Z24-01

### ZONING ANALYSIS

#### Project Summary:

The applicant is proposing the rezoning of the 0.50 acre property located at 109 Douglas St. from the P-S (Professional Services) zoning district to M-U (Multiple Use). The rezoning is to allow a landscape company to operate and have outdoor storage of landscape supplies. A Special Use permit, SU24-01, is also to be reviewed per the M-U ordinance requirements.

The landscape contractor is Appalachian Landscape, currently located on the Jackson Farm Planned Development property on Mission Rd. Appalachian is looking for a new location.

It is the intent of the applicant and the landscape contractor to utilize the house at 105 Douglas St. as the office while using 109 Douglas St. as the storage lot for supplies. A fence will be needed to secure the 109 site.

Two driveway cuts exist onto the site from Douglas St. They provided access to the houses that previously occupied the site. Improvements to the driveways will be required.

#### City Department Comments. Updated 1-9-24

\* Applications were not sent to departments in time for review and comment before case files were delivered to board members.

Electric: Takes No Exception

Fibercom:

Fire:

Gas: Takes No Exception

Public Works:

Water and Sewer: Takes No Exception

City of Cartersville School District: N/A.

#### Public Comments:

None documented.



**STANDARDS FOR EXERCISE OF ZONING POWERS.**

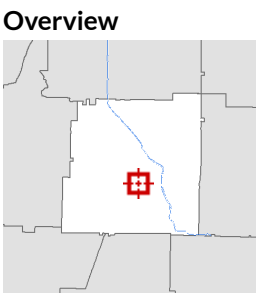
1. *The existing land uses and zoning of nearby property.*  
**The adjacent properties to the west are zoned and used for residential. Properties to the south, north and east are zoned and used for office & commercial services.**
  
2. *The suitability of the subject property for the zoned purposes.*  
**The property is suitable for the P-S zoned purposes.**
  
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*  
**The public gain would be minimal. Rezoning would allow a local business to remain in the City of Cartersville.**
  
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 permit a use that may be suitable in view of the use of the adjacent residential and commercial use 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 residential property as long as a visual screen and customary hours of operation are maintained. All parking must be on-site.**
  
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 does conform to the Future Land Use Map (Commercial), but does not conform to the Future Development Map (North Town Revitalization Area) as the focus of the revitalization area is on residential development.**
  
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 environmental impact is anticipated with rezoning or re-use of the site.**

Z24-01

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 zoning use should not increase the burden to streets, transportation, or utilities.**
  
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:**

Planning staff does not oppose the rezoning. No comments from the other city departments are anticipated to alter this position.

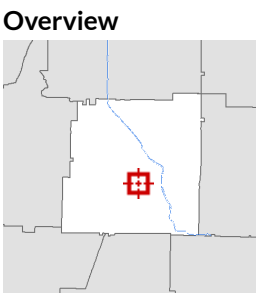
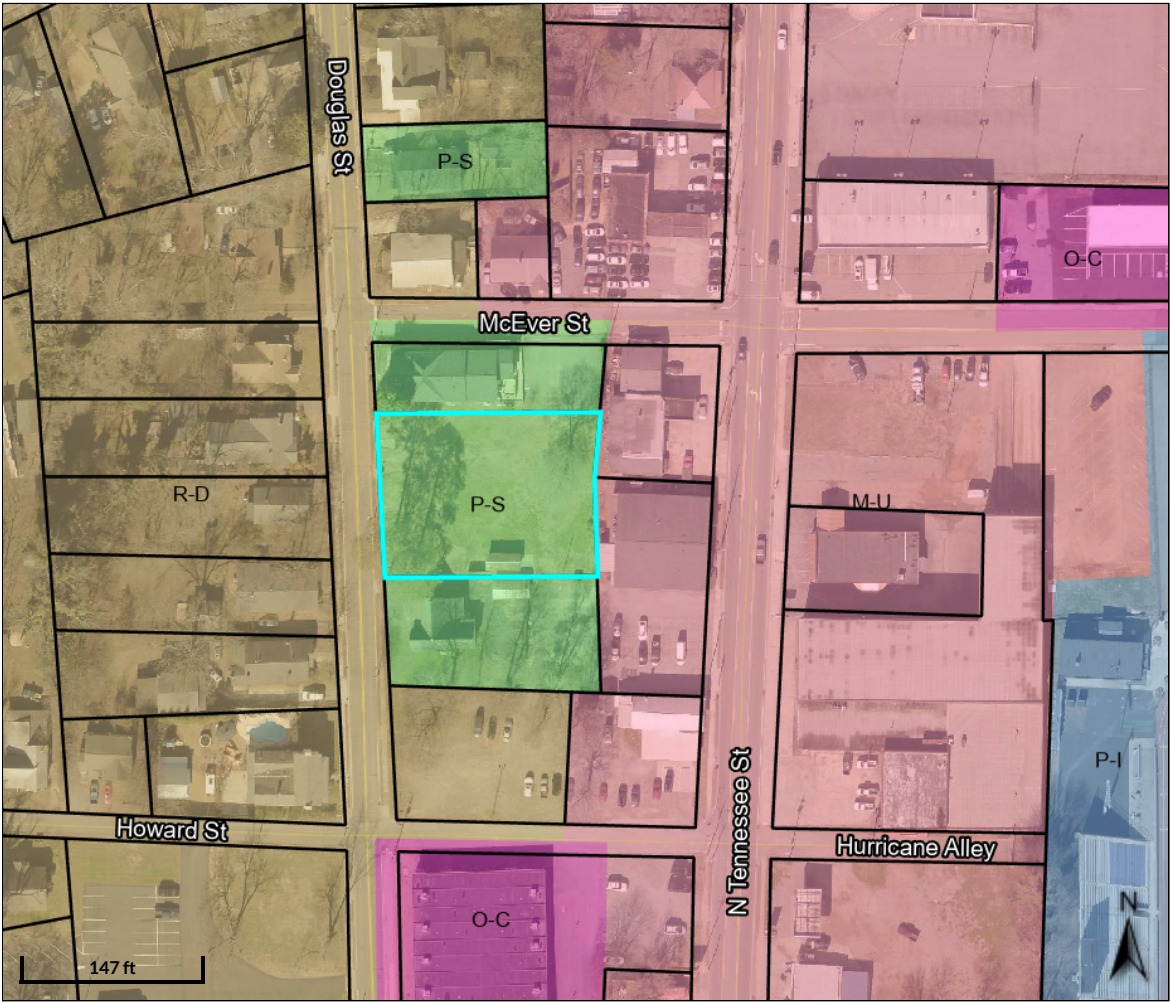


- Legend**
- Parcels
  - Structural Numbers**
    - Abandoned or Inactive
    - Active
    - Proposed
    - <all other values>
  - Roads

<b>Parcel ID</b>	C004-0011-009	<b>Alternate ID</b>	32711	<b>Owner Address</b>	ARCHER DANEISE H
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Residential		704 WEST AVE
<b>Property Address</b>	109 DOUGLAS ST	<b>Acres</b>	0.5		CARTERSVILLE, GA 30120
<b>District</b>	Cartersville				
<b>Brief Tax Description</b>	109 DOUGLAS ST LL410 LD4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/3/2024  
 Last Data Uploaded: 1/2/2024 9:55:56 PM

Developed by Schneider GEOSPATIAL



- 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 C004-0011-009  
 Sec/Twp/Rng n/a  
 Property Address 109 DOUGLAS ST

Alternate ID 32711  
 Class Residential  
 Acreage 0.5

Owner Address ARCHER DANEISE H  
 704 WEST AVE  
 CARTERSVILLE, GA 30120

**District**  
**Brief Tax Description**

Cartersville  
109 DOUGLAS ST LL410 LD4  
*(Note: Not to be used on legal documents)*

*Meeting: January 18, 2024 Item5.*

Date created: 1/2/2024  
Last Data Uploaded: 1/1/2024 9:28:45 PM

Developed by  **Schneider**  
GEOSPATIAL



**Application for Rezoning**  
City of Cartersville

Case Number: Z24-01  
Date Received: 11-27-23

Public Hearing Dates:  
Planning Commission 1/16/24 5:30pm    1<sup>st</sup> City Council 1/18/24 7:00pm    2<sup>nd</sup> City Council 2/1/24 7:00pm

Applicant DANEISE H. ARCHER Office Phone \_\_\_\_\_  
(printed name)  
 Address 105 + 109 DOUGLAS STREET Mobile/ Other Phone 770 861 9962  
 City CARTERSVILLE State GA Zip 30120 Email DARCHER47@OUTLOOK.COM  
 Representative's printed name (if other than applicant) \_\_\_\_\_ Phone (Rep) \_\_\_\_\_  
 \_\_\_\_\_ Email (Rep) \_\_\_\_\_  
 Representative Signature \_\_\_\_\_ Applicant Signature Daneise Archer  
 Signed, sealed and delivered in presence of: \_\_\_\_\_ My commission expires: 10/6/2025  
Julia Drake Notary Public 

\* Titleholder DANEISE H. ARCHER Phone 770-861-9962  
(titleholder's printed name)  
 Address 704 WEST AVENUE Email DARCHER47@OUTLOOK.COM  
 Signature \_\_\_\_\_  
 Signed, sealed, delivered in presence of: \_\_\_\_\_ My commission expires: \_\_\_\_\_  
 \_\_\_\_\_ Notary Public

Present Zoning District P-5 Requested Zoning M-U  
 Acreage .504 Land Lot(s) 410 District(s) 4th Section(s) 3RD  
 Location of Property: 109 Douglas ST Parcel ID No. C 004-0011-009  
(street address, nearest intersections, etc.)  
 Reason for Rezoning Request: To Accommodate A Landscaping business  
 \_\_\_\_\_  
(attach additional statement as necessary)

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

**CAMPAIGN DISCLOSURE REPORT**  
**FOR ZONING ACTIONS**

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

Date of Application: 11/27/23

Date Two Years Prior to Application: 11/27/21

Date Five Years Prior to Application: 11/27/18

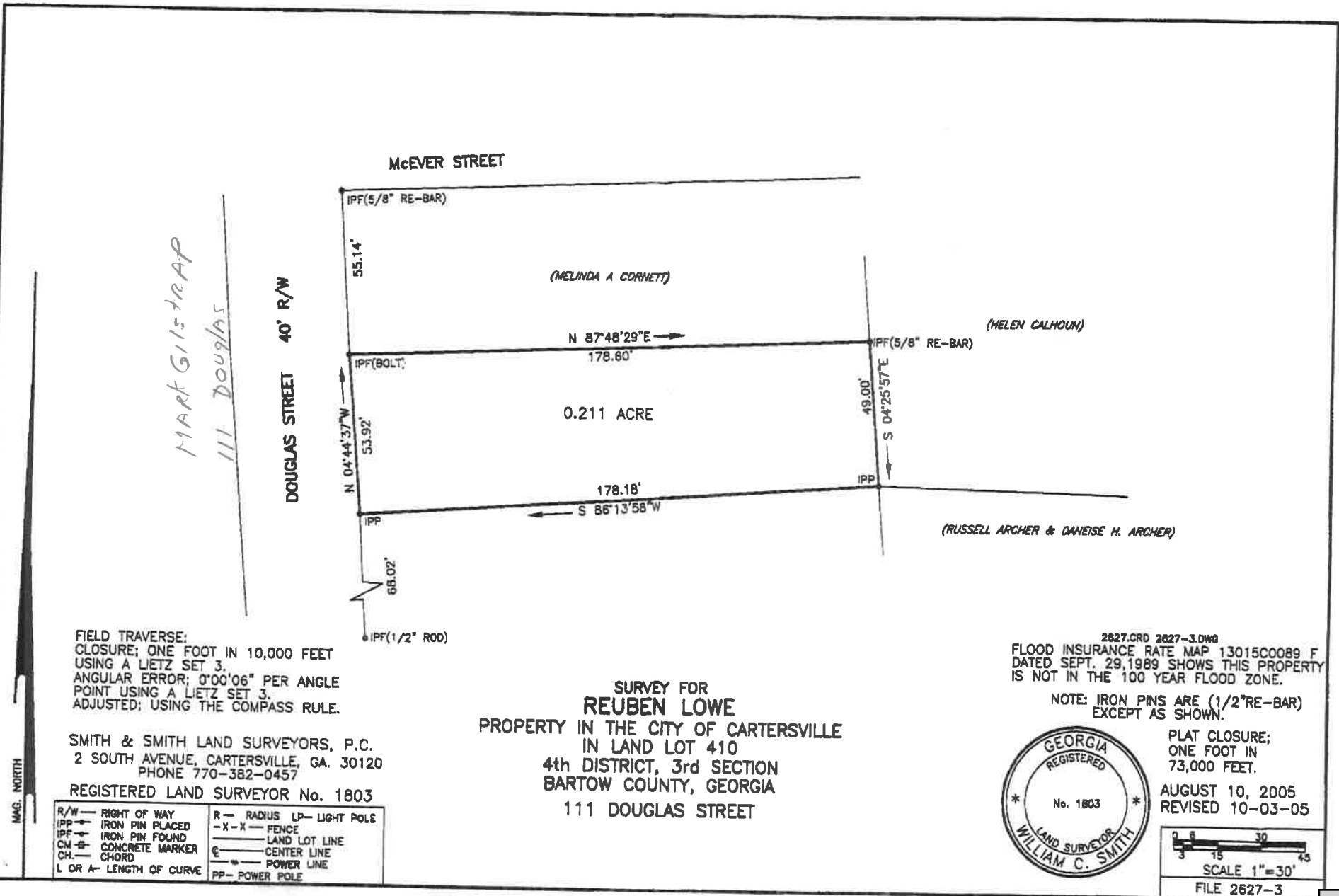
1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

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

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

DANEISE H. ARCHER 11/27/23  
Signature Date

DANEISE H. ARCHER  
Print Name



FIELD TRAVERSE:  
 CLOSURE; ONE FOOT IN 10,000 FEET  
 USING A LIETZ SET 3.  
 ANGULAR ERROR; 0'00'06" PER ANGLE  
 POINT USING A LIETZ SET 3.  
 ADJUSTED; USING THE COMPASS RULE.

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

REGISTERED LAND SURVEYOR No. 1803

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

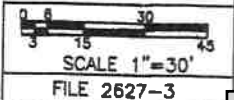
**SURVEY FOR  
 REUBEN LOWE**  
 PROPERTY IN THE CITY OF CARTERSVILLE  
 IN LAND LOT 410  
 4th DISTRICT, 3rd SECTION  
 BARTOW COUNTY, GEORGIA  
 111 DOUGLAS STREET

2827.CRD 2827-3.DWG  
 FLOOD INSURANCE RATE MAP 13015C0089 F  
 DATED SEPT. 29, 1989 SHOWS THIS PROPERTY  
 IS NOT IN THE 100 YEAR FLOOD ZONE.

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



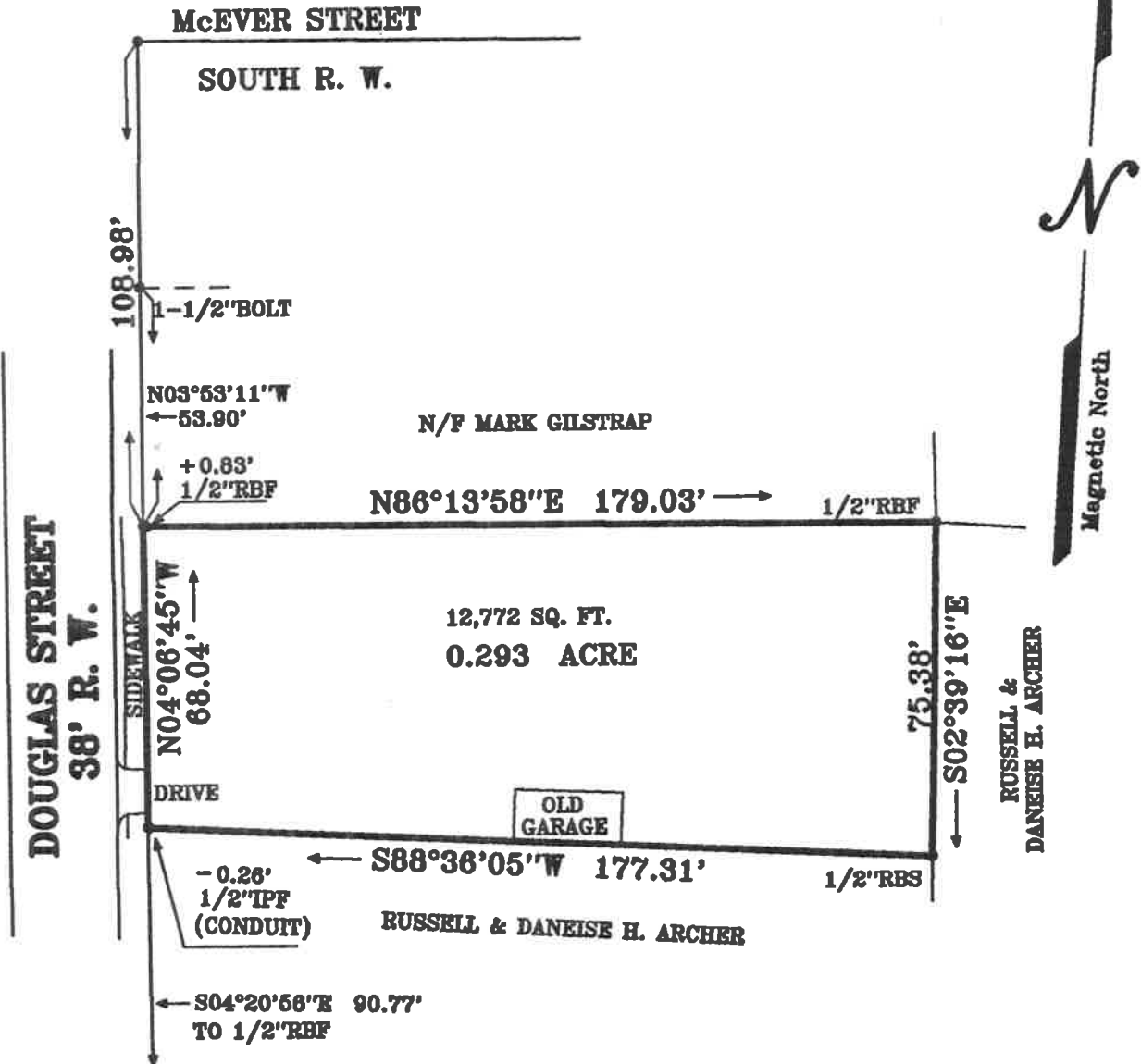
PLAT CLOSURE;  
 ONE FOOT IN  
 73,000 FEET.  
 AUGUST 10, 2005  
 REVISED 10-03-05





**SURVEYED FOR  
RUSSELL ARCHER  
&  
DANEISE H. ARCHER**

IN LAND LOT 410, 4TH. DISTRICT, 3RD. SECTION,  
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA  
DATE OF PLAT 10-24-2008 SCALE 1" = 40'  
DATE OF FIELD WORK 10-23-2008



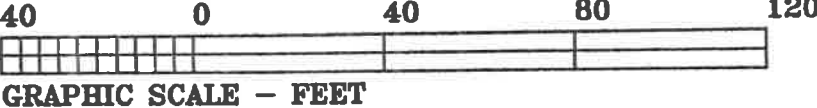
**FIELD DATA:**  
 CLOSURE: 1' IN 26,300'  
 EQUIPMENT: TOPCON GTS-303  
 ANGULAR ERROR 04" PER ANGLE POINT  
 BEARINGS ARE MAG. CAL. FROM ANGLES  
 TURNED.  
 ADJUSTED USING LEAST SQUARES  
 PLAT CLOSURE 1' IN 100,000'

*Johnny R. Knight*  
 JOHNNY R. KNIGHT

"FEMA FLOOD HAZARD MAP" 13015C0286G  
 DATED SEPTEMBER 28, 2007, SHOWS THIS  
 PROPERTY OUT OF FLOOD ZONE.

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

**KNIGHT & KNIGHT LAND SURVEYORS, LLC**  
 116 CENTER ROAD  
 CARTERSVILLE, GEORGIA 30121  
 TELEPHONE (770) 382-7975  
 or (770) 382-5525













## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Public Hearing – 1 <sup>st</sup> Reading of Zoning/Annexation Request
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	SU24-01. 109 Douglas St. Applicant: Daneise Archer
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The applicant is proposing the rezoning, Z24-01, of the 0.50 acre property located at 109 Douglas St. from the P-S (Professional Services) zoning district to M-U (Multiple Use). The rezoning is to allow a landscape company (Specialty Contractor) to operate and have outdoor storage of landscape supplies. A Special Use permit is required by the M-U district zoning ordinance to allow outdoor storage of landscape materials and supplies.</p> <p><b>The Planning Commission recommends approval, 3-0, with the following conditions:</b></p> <ol style="list-style-type: none"> <li>1) The special use permit is valid only for the named applicant, title holder and specialty contractor associated with the application.</li> <li>2) A visual screen is to be installed along the property lines that abut a residential zoning district or land use.</li> <li>3) Driveway access to Douglas St. is not allowed. Driveway access to Tennessee St will be provided by applicant through applicants' property.</li> </ol>
<b>LEGAL:</b>	N/A

**SPECIAL USE APPLICATION SYNOPSIS**

Petition Number(s): **SU24-01**

**APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant: **Daneise Archer**

Representative: **Same**

Property Owner: **Same**

Property Location: **109 Douglas St. Tax ID C004-0011-009**

Access to the Property: **Douglas St.**

**Site Characteristics:**

Tract Size: Acres: **0.50** District: **4<sup>th</sup>** Section: **3<sup>rd</sup>** LL(S): **410**  
Ward: **4** Council Member: **Calvin Cooley**

**LAND USE INFORMATION**

Current Zoning: **P-S (Professional Services)**

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

Proposed Use: **Landscape Contracting**

Current Zoning of Adjacent Property:

North: **P-S**

South: **P-S**

East: **M-U**

West: **R-D (Residential Duplex)**

The Future Development Plan designates the subject property as: **North Town Revitalization Area.**

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

**2. City Department Comments:** Updated 1-9-24

\* Applications were not sent to departments in time for review and comment before case files were delivered to board members.

**Electric:** Takes No Exception

**Fibercom:**

**Fire:**

**Gas:** Takes No Exception

**Public Works:**

**Water and Sewer:** Takes No Exception

**City of Cartersville School District:** N/A.

**Public Comments:** 1-9-24: John Lewis. property owner of 104, 108 and 110 Douglas St. ~~None documented.~~ Concerned that 1)business would detract from residential character of Douglas St. and 2) site is too small for landscape business operations.

**4. Special Use Review**

The applicant is proposing the rezoning, Z24-01, of the 0.50 acre property located at 109 DouglasSt. from the P-S (Professional Services) zoning district to M-U (Multiple Use). The rezoning is to allow a landscape company (Specialty Contractor) to operate and have outdoor storage of landscape supplies. A Special Use permit is required by the M-U district zoning ordinance to allow outdoor storage of landscape materials and supplies.

The tentative contractor is Appalachian Landscape, currently located on the Jackson Farm planned development property on Mission Rd. Appalachian is looking for a new location.

It is the intent of the applicant and Appalachian to utilize the house at 105 Douglas St. as the office while using 109 Douglas St. as the storage lot for supplies. A 6ft. privacy fence with shrubs is proposed to secure the 109 site. Without a building on site, the fence line will need to be set at or behind the 10ft. front yard setback to comply with the ordinance requirements for landscape materials.

Two driveway cuts exist onto the site from Douglas St. They provided access to the houses that previously occupied the site. Improvements to the driveways will be required.



**5. Zoning Ordinance Findings**

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

**Sec. 9.2. Multiple Use**

*Subsec. 9.2.3. Development Standards. Item R(3):*

*Outdoor storage of landscape supplies and materials may be allowed in the side and rear yards of a non-residential land use with a special use (SU) permit.*

**B) Article XVI. Special Uses**

**Sec. 16.1. Scope and intent.**

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

**Sec. 16.2. Application of regulations and approval.**

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

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

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

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

**Sec. 16.3. Additional restrictions.**

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

**6. How General Standards Are Met (See application):**

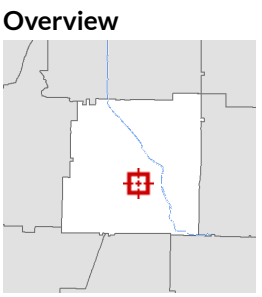
**7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:**

N/A

**8. Staff Recommendation:** Staff does not oppose the application with the following conditions:

- 1) The special use permit is valid only for the named applicant, title holder and specialty contractor associated with the application.
- 2) A visual screen is to be installed along the property lines that abut a residential zoning district or land use.



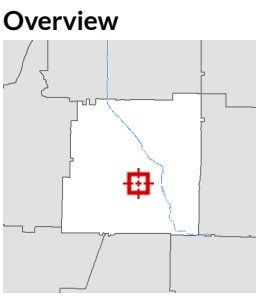
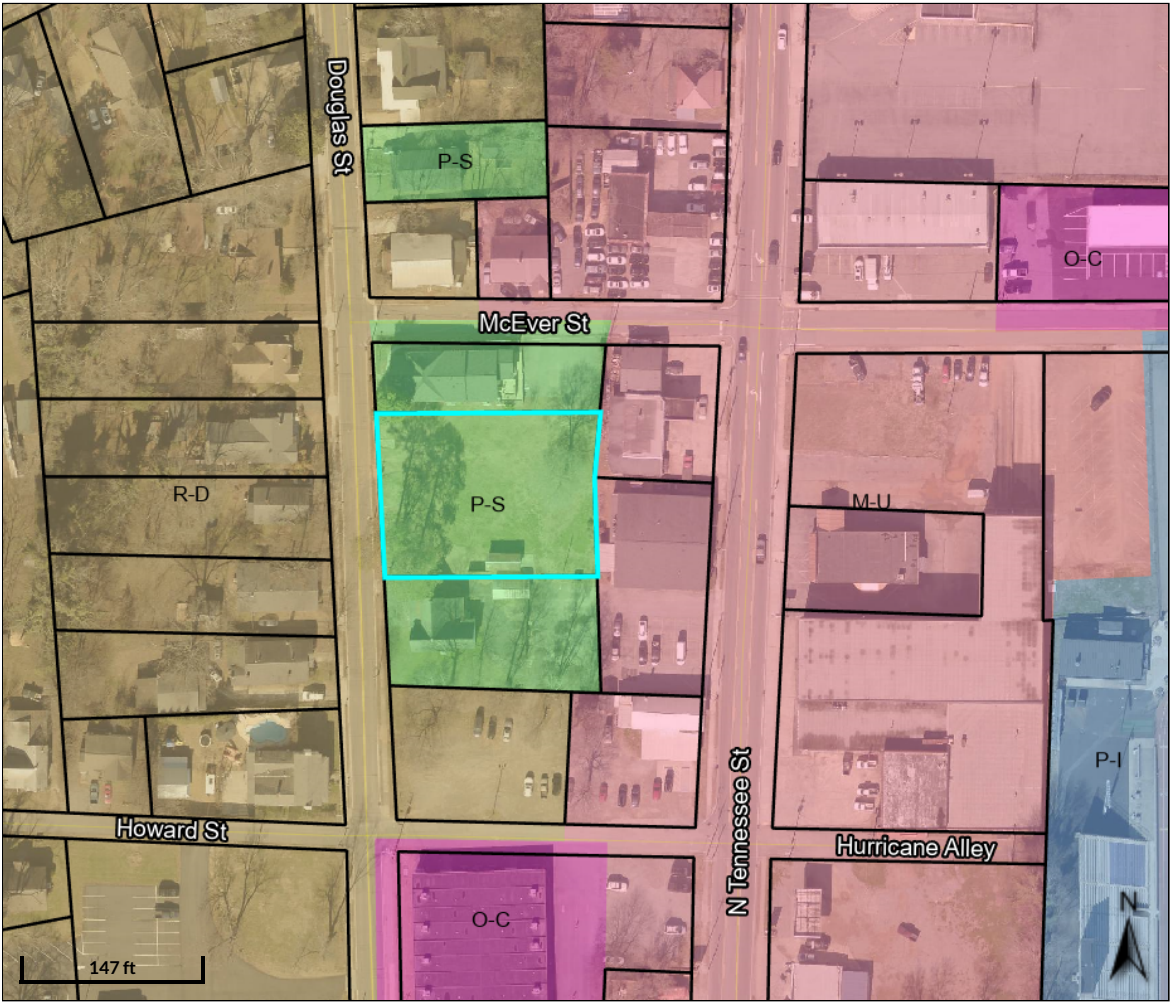


- Legend**
- Parcels
  - Structural Numbers**
    - Abandoned or Inactive
    - Active
    - Proposed
    - <all other values>
  - Roads

Parcel ID	C004-0011-009	Alternate ID	32711	Owner Address	ARCHER DANEISE H
Sec/Twp/Rng	n/a	Class	Residential		704 WEST AVE
Property Address	109 DOUGLAS ST	Acreage	0.5		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	109 DOUGLAS ST LL410 LD4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/3/2024  
 Last Data Uploaded: 1/2/2024 9:55:56 PM





- 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 C004-0011-009  
 Sec/Twp/Rng n/a  
 Property Address 109 DOUGLAS ST

Alternate ID 32711  
 Class Residential  
 Acreage 0.5

Owner Address ARCHER DANEISE H  
 704 WEST AVE  
 CARTERSVILLE, GA 30120

**District**  
**Brief Tax Description**

Cartersville  
109 DOUGLAS ST LL410 LD4  
*(Note: Not to be used on legal documents)*

*Meeting: January 18, 2024 Item6.*

Date created: 1/2/2024  
Last Data Uploaded: 1/1/2024 9:28:45 PM

Developed by  **Schneider**  
GEOSPATIAL

9.2.1. *M-U district scope and intent.* Regulations in this section are the M-U district regulations. The M-U district is intended to provide land areas for medium to high density residential land uses and commercial uses complimentary to office and institutional uses as further described in section 3.1.15 of this chapter and where existing and projected traffic patterns encourage such development. The M-U district is intended to:

- A. Encourage the development of tracts of land in the community;
- B. Encourage flexible, innovative, and creative concepts in site planning;
- C. Encourage efficient use of land;
- D. Provide a stable multiple use environment compatible with surrounding uses; and
- E. Protect neighboring residential properties by locating less intense uses adjacent to residential developments or by locating buffers between nonresidential and residential uses.

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

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

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

- Clubs or lodges (noncommercial) (SU).\*
- Colleges and universities.
- Community center buildings.
- Condominiums.
- Construction contractors:
  - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
  - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
  - ▲ Special trade contractors; including but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).\*
- Dry cleaners.
- Duplex dwellings.
- Family day care.
- Financial establishments.
- Funeral homes (allowed on properties fronting an arterial or major collector street only) (crematories may be allowed in conjunction with a funeral home with approval of a special use).\*
- Group homes (SU).\*
- Guest house.
- Gymnasiums/health clubs.
- Home occupations.
- Homeless shelters (SU).\*
- Hospices (SU).\*
- Hotels (allowed on properties fronting an arterial or major collector street only).
-

- Laboratories (medical and dental).
- Laundromats.
- Libraries.
- Medical offices (excludes veterinary).
- Microbreweries (SU).\*
- Multifamily dwellings.
- Museums.
- Nursing home facilities.
- Offices, general.
- Parking lots.
- Parks, private.
- Patio homes.
- Pawn shops and/or title pawn (SU).\*
- Pet grooming.
- Personal care homes (SU).\*
- Places of assembly (SU).\*
- Printing establishments.
- Pubs and taverns.
- Public utility facilities.
- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).\*
- Repair services, light (shoes, small appliances or similar).
- Restaurants (drive-thru restaurants as SU).\*
- Retail, general.
- Retail package stores (including liquor and malt beverages and/or wine sales only in a multi-tenant shopping center development consisting of a minimum of seven (7) business suites and additionally, that detached, stand alone, retail package stores shall not be permitted).
- Retirement centers (SU).\*
- Reupholstery shops.
- Schools, private (SU).\*



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

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

### 9.2.3. *Development standards.*

A. *Height regulations.* Single-family residential buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher; multifamily and nonresidential buildings shall not exceed a height of forty-five (45) feet or three and one-half (3½) stories, whichever is higher.

 B. *Front yard setback:* Ten (10) feet.

C. *Side yard setback:* Ten (10) feet.

- If single-family attached, ten (10) feet end of each row.

D. *Rear yard setback:*

- *Office/institutional/commercial:* Twenty (20) feet.
- *Multifamily:* Twenty-five (25) feet.
- *Townhouse:* Twenty (20) feet.
- *Single-family attached:* Twenty (20) feet.
- *Single-family detached:* Twenty (20) feet.
- *Duplex dwellings:* Twenty (20) feet.

E. *Minimum lot area.*

- *Townhouse/attached:* Two thousand (2,000) square feet.
- *Single-family detached and duplex dwellings:* Seven thousand (7,000) square feet.

F. *Maximum density.*

- *Multifamily:* Fourteen (14) dwelling units per acre.
- *Townhouse/attached:* Twelve (12) dwelling units per acre.

G. *Minimum lot width at building line.*

- *Office/institutional/commercial:* One hundred ten (110) feet per lot.
- *Multifamily:* One hundred ten (110) feet.
- *Townhouse:* Twenty (20) feet per lot.
- *Single-family attached:* Fifty (50) feet per lot.
- *Single-family detached:* Sixty (60) feet per lot.
- *Duplex dwellings:* Fifty (50) feet per lot.

H. *Minimum lot frontage.*

- *Office/institutional/commercial:* One hundred ten (110) feet per lot.
- *Multifamily:* One hundred ten (110) feet per lot.
- *Townhouse:* Twenty (20) feet per lot.
- *Single-family attached:* Fifty (50) feet per lot.
- *Single-family detached:* Sixty (60) feet per lot.
- *Duplex dwellings:* Thirty-five (35) feet per lot.

I. *Minimum heated floor area per dwelling unit.*

- *Multifamily:*
  - ▲ *3-bedroom:* Nine hundred (900) square feet.
  - ▲ *2-bedroom:* Seven hundred fifty (750) square feet.
  - ▲ *1-bedroom:* Six hundred (600) square feet.
  - ▲ *Studio/loft (in existing buildings):* Four hundred fifty (450) square feet.
- *Townhouse/attached:* One thousand (1,000) square feet.
- *Single-family detached:* One thousand (1,000) square feet.
- *Duplex:* Nine hundred (900) square feet.

J. *[Metal panels, metal sheathing, standard gray concrete block.]* The use of metal panels or metal sheathing and/or standard gray concrete block on the exterior walls of any building or structure shall be prohibited with the exception that such materials may be used if finished with a product consisting of brick, stone, hard-coat stucco, or fiber cement siding.

K. *[Air conditioning units and HVAC systems.]* Air conditioning units and HVAC systems shall be thoroughly screened from view from the public right-of-way and from adjacent properties by using walls, fencing, roof elements, or landscaping on multifamily and nonresidential properties.

L. *[Gable or hip roofs.]* Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1)



foot beyond the building wall.

- M. *[Front building facade.]* The front building facade of all principal buildings shall be oriented toward street fronts or adjacent arterial street fronts.
- N. *Minimum buffer requirements.* In addition to required setbacks, all nonresidential and/or multifamily property uses within the M-U district which abut a single-family residential district or use shall provide a minimum fifteen-foot wide buffer, five (5) feet of which can be within required setback, to provide a visual screen in accordance with section 4.17 of this chapter.
- O. *Minimum open space.* Multifamily developments shall have a minimum twenty (20) percent of gross acreage set aside as open space and shall provide recreational areas within said open space.
- P. *Maximum commercial building floor area:* Twenty thousand (20,000) square feet.
- Q. *Accessory structure requirements.* See section 4.9 of this chapter.

R. *Other standards.*

- 1. Townhouse developments shall have a minimum development area of one-half (½) acre. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of this chapter.
  - (a) Minimum lot depth: one hundred (100) feet.
  - (b) No fewer than three (3) dwelling units in a row shall be allowed.
  - (c) Alley or private drive access required.
  - (d) Required parking shall be allowed in the rear yard only.
  - (e) Principal buildings shall front a private drive or public right-of-way.
- 2. Multifamily developments shall comply with section 7.1.3.K. and N. of this chapter.
- 3. Outdoor storage of landscape supplies and materials may be allowed in the side and rear yards of a non-residential land use with a special use (SU) permit.

S. *Guest house.* In addition to standards required in this chapter, the following standards shall be met for a guest house:

- 1. No more than one (1) guest house structure per lot.
- 2. A minimum lot size of fifteen thousand (15,000) square feet shall be required.
- 3. A guest house shall be occupied by relatives, employees that work on the property, or guests only.
- 4. Heated floor area shall not exceed fifty (50) percent of the heated floor area of the principal building.
- 5. A guest house structure shall comply with the principal setbacks of the district.

6. A guest house shall not be allowed in the front yard.
7. A guest house shall not exceed the height of the principal building on the lot.
8. Requires owner-occupancy of the principal building on the lot.

9.2.4. *Other regulations.* The headings below contain additional, but not necessarily all, provisions applicable to the M-U district.

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

(Ord. No. 69-12, § 2, 12-6-12; Ord. No. 01-13, § 6, 1-3-13; Ord. No. 11-13, § 1, 7-1-13; Ord. No. 02-18, § 2, 1-18-18; Ord. No. 09-18, § 1, 4-19-18; Ord. No. 11-18, § 2, 5-17-18; Ord. No. 34A-18, § 1, 12-6-18; Ord. No. 30-19, § 1, 8-1-19)

**Application for Special Use**  
**City of Cartersville**

Case Number: 5029-01  
Date Received: 11-27-23

**Public Hearing Dates:**

Planning Commission 1/9/24 5:30pm    1<sup>st</sup> City Council 1/18/24 7:00pm    2<sup>nd</sup> City Council 2/1/24 7:00pm

Applicant DANEISE H. ARCHER Office Phone \_\_\_\_\_  
 (printed name)  
 Address 105 + 109 DOUGLAS STREET Mobile/ Other Phone 770 861 9962  
 City CARTERSVILLE State GA Zip 30120 Email DARCHER47@OUTLOOK.COM  
 Representative's printed name (if other than applicant) \_\_\_\_\_ Phone (Rep) \_\_\_\_\_  
 Email (Rep) \_\_\_\_\_  
 Representative Signature \_\_\_\_\_ Applicant Signature Daneise Archer  
 Signed, sealed and delivered in presence of \_\_\_\_\_ My commission expires: \_\_\_\_\_  
 Notary Public Julia Drake 

\* Titleholder DANEISE H. ARCHER Phone 770 861 9962  
 (titleholder's printed name)  
 Address 704 WEST AVENUE Email DARCHER47@OUTLOOK.COM  
 Signature \_\_\_\_\_  
 Signed, sealed, delivered in presence of: \_\_\_\_\_ My commission expires: \_\_\_\_\_  
 Notary Public \_\_\_\_\_

Present Zoning District P-S Parcel ID No. 004-0011-009  
 Acreage .504 Land Lot(s) 410 District(s) 4th Section(s) 3RD  
 Location of Property: 105-109 DOUGLAS ST. CARTERSVILLE, GA 30120  
 (street address, nearest intersections, etc.)  
 Reason for Special Use Request: To Allow outdoor storage of landscape materials if rezoning is approved.  
 (attach additional statement as necessary)

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

# SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

**Use applied for:**

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

**How Standard #1 has / will be met:**

A GATE WILL BE INSTALLED ON THE DOUGLAS ST SIDE AND A GATE WILL BE INSTALLED ON THE SE SIDE OF THE LOT TO LESSEN TRAFFIC FLOW ON DOUGLAS STREET

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

**How Standard #2 has / will be met:**

5 PARKING PLACES WILL BE UTILIZED ON DOUGLAS ST. ADD'L PARKING IS AVAILABLE, IF NECESSARY, AT 212 N TENNESSEE ST.

**Standard #3:** Protective screening.

**How Standard #3 has / will be met:**

A 6' PRIVACY FENCE WILL BE INSTALLED AROUND THE LOT WITH ORNAMENTAL SHRUBBERY TO ENHANCE LOOK.

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

How Standard #4 has / will be met:

HOURS ARE 5 AM - 7 PM FOR INSTALLERS. OFFICE HOURS ARE 9-5. HOURS ARE MONDAY-FRIDAY

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

N/A

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

DOUGLAS STREET AND TENNESSEE STREET

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

PROPERTY ADJOINS 212 N. TENNESSEE STREET WHICH IS ZONED M-U.

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

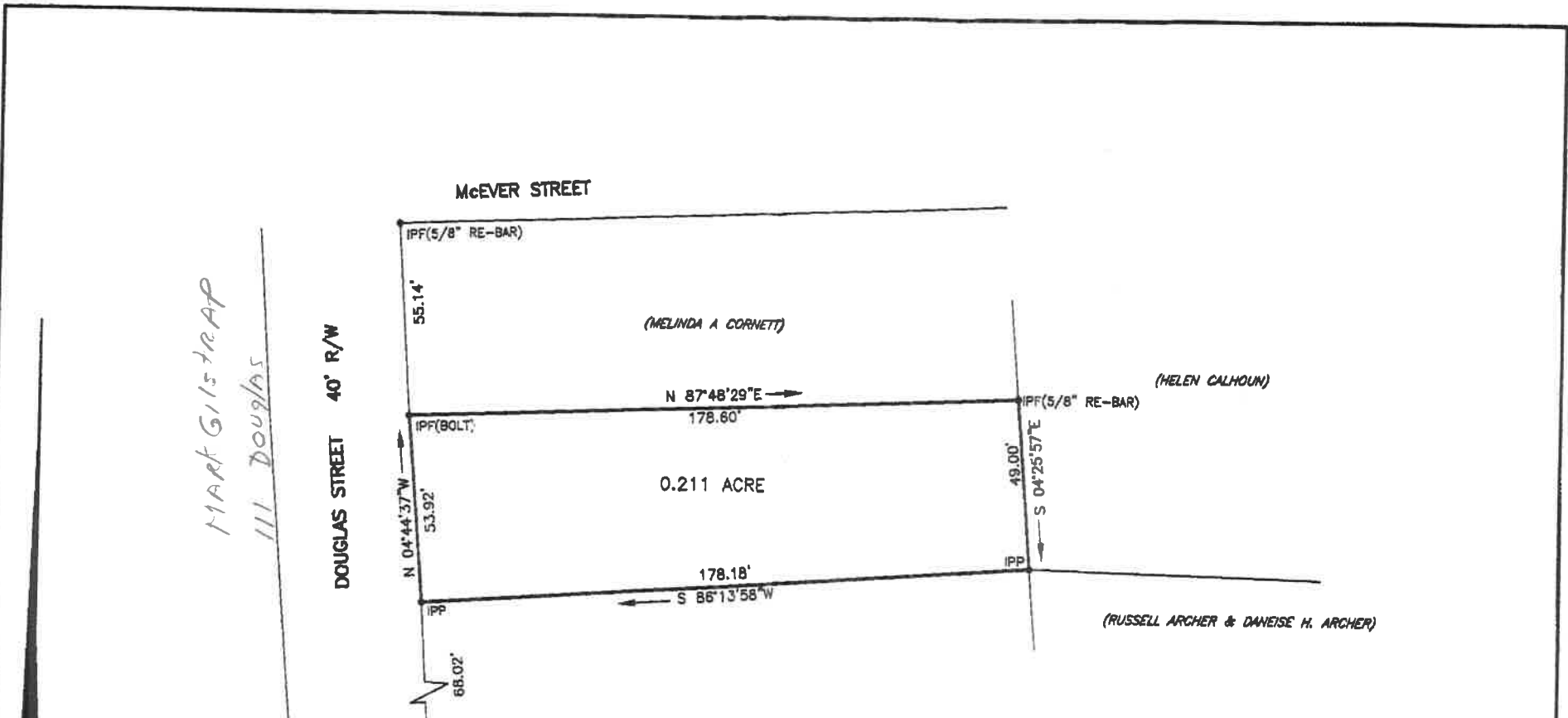
Four horizontal lines for additional standards.

Signed,

*Darius A. Arden*  
Applicant or Representative

11/27/23  
Date





MART GILSTRAP  
111 Douglas

FIELD TRAVERSE:  
CLOSURE; ONE FOOT IN 10,000 FEET  
USING A LIETZ SET 3.  
ANGULAR ERROR; 0'00'06" PER ANGLE  
POINT USING A LIETZ SET 3.  
ADJUSTED; USING THE COMPASS RULE.

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

REGISTERED LAND SURVEYOR No. 1803

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

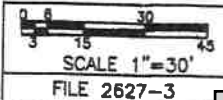
**SURVEY FOR  
REUBEN LOWE**  
PROPERTY IN THE CITY OF CARTERSVILLE  
IN LAND LOT 410  
4th DISTRICT, 3rd SECTION  
BARTOW COUNTY, GEORGIA  
111 DOUGLAS STREET

2827.CRD 2827-3.DWG  
FLOOD INSURANCE RATE MAP 13015C0089 F  
DATED SEPT. 29, 1989 SHOWS THIS PROPERTY  
IS NOT IN THE 100 YEAR FLOOD ZONE.

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

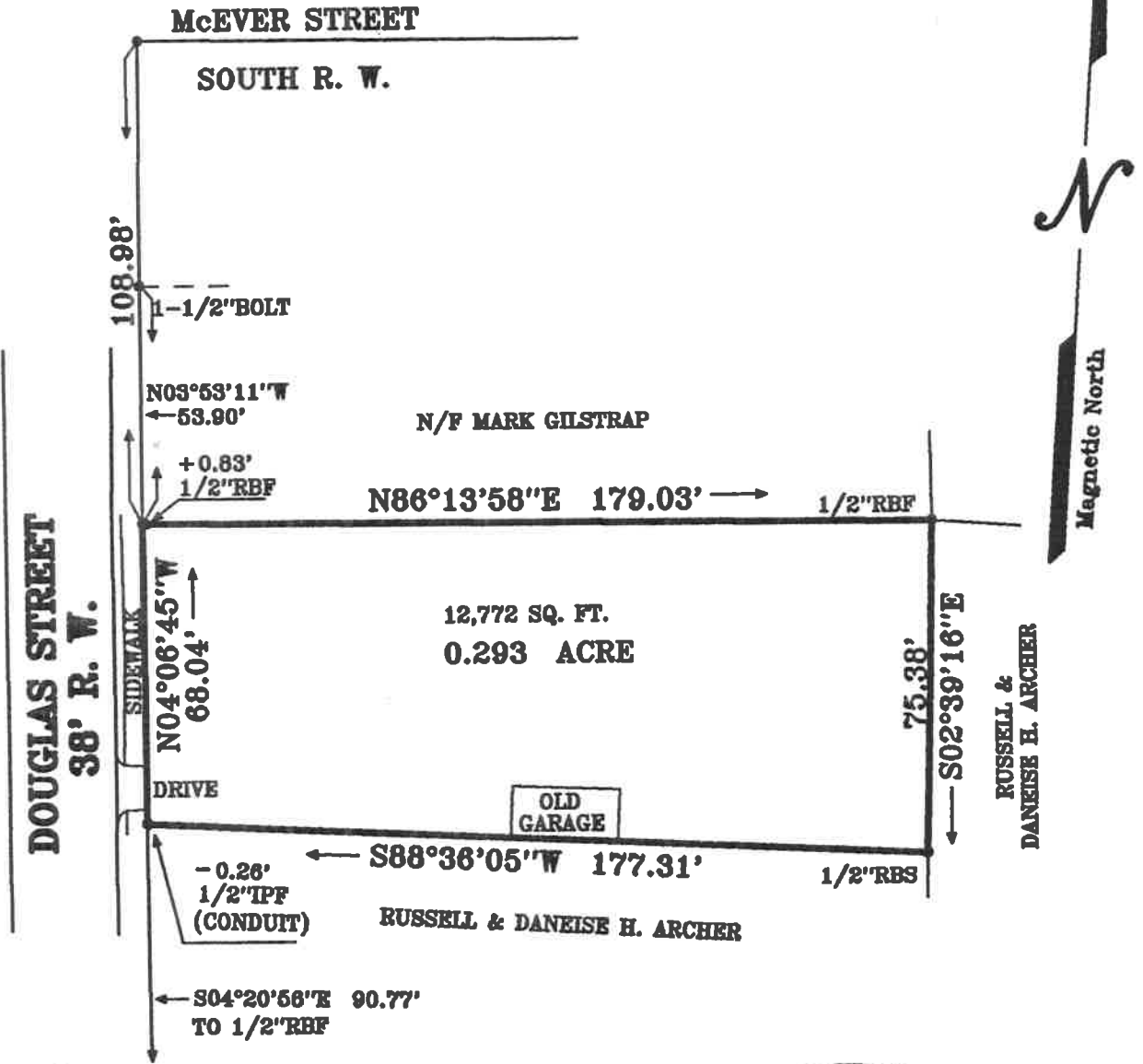


PLAT CLOSURE;  
ONE FOOT IN  
73,000 FEET.  
AUGUST 10, 2005  
REVISED 10-03-05



# SURVEYED FOR RUSSELL ARCHER & DANEISE H. ARCHER

IN LAND LOT 410, 4TH. DISTRICT, 3RD. SECTION,  
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA  
DATE OF PLAT 10-24-2008 SCALE 1" = 40'  
DATE OF FIELD WORK 10-23-2008



**FIELD DATA:**  
 CLOSURE: 1' IN 26,300'  
 EQUIPMENT: TOPCON GTS-303  
 ANGULAR ERROR 04" PER ANGLE POINT  
 BEARINGS ARE MAG. CAL. FROM ANGLES  
 TURNED.  
 ADJUSTED USING LEAST SQUARES  
 PLAT CLOSURE 1' IN 100,000'

*Johnny R. Knight*  
 GEORGIA REGISTERED LAND SURVEYOR  
 No. 1913  
 JOHNNY R. KNIGHT

"FEMA FLOOD HAZARD MAP" 13015C0286G  
 DATED SEPTEMBER 28, 2007, SHOWS THIS  
 PROPERTY OUT OF FLOOD ZONE.

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

KNIGHT & KNIGHT LAND SURVEYORS, LLC  
 116 CENTER ROAD  
 CARTERSVILLE, GEORGIA 30121  
 TELEPHONE (770) 382-7975  
 or (770) 382-5525













## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Public Hearing – 1 <sup>st</sup> Reading of Zoning/Annexation Request
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	T24-01. Applicant: Darrell Simpson
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Text Amendment to Chapter 26, Zoning, Article X, Industrial district Regulations, Sec. 10.2, Heavy Industrial District, to add “Automotive storage yards and wrecker service” as a permitted use in Sec. 10.2.2 (A).</p> <p>This use is an allowed use in the Light Industrial zoning district, but not in Heavy Industrial.</p> <p>Staff is not opposed to the amendment.</p> <p>Planning Commission recommended approval 4-0.</p>
<b>LEGAL:</b>	N/A

# MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino and David Hardegree

Date: January 3, 2024

Re: *Text Amendment T24-01. Amendment to Chapter 26, Zoning, Article X, Industrial District Regulations, Sec. 10.2, Heavy Industrial District*

Text Amendment to *Chapter 26, Zoning, Article X, Industrial district Regulations, Sec. 10.2, Heavy Industrial District*, to add “Automotive storage yards and wrecker service” as a permitted use.

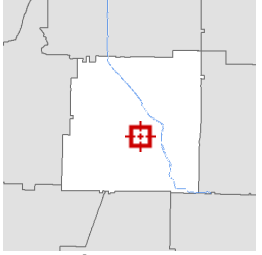
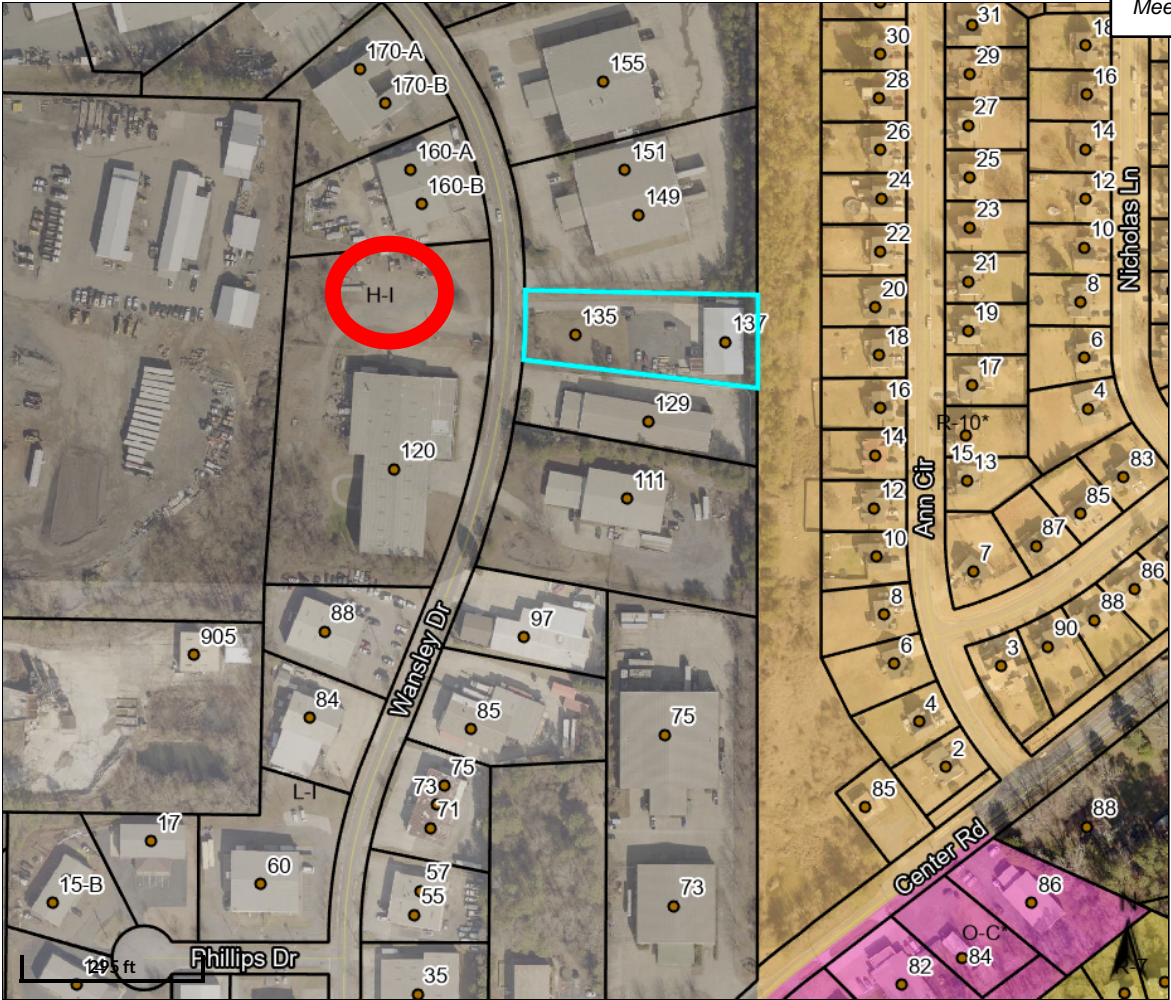
This use is an allowed use in the Light Industrial zoning district, but not in Heavy Industrial. The applicant is requesting the amendment to *Sec. 10.2.2 (A) Permitted Uses*, so that he may operate his towing service company at 135/ 137 Wansley Dr., zoned Heavy Industrial, H-I.

The proposed ordinance amendment is attached.

Staff is not opposed to the amendment.







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

Applicant's business location.  
135 Wansley Dr.

**Parcel ID** C031-0003-015 **Alternate ID** 35802  
**Sec/Twp/Rng** n/a **Class** Industrial  
**Property Address** 137 WANSLEY DR **Acreage** 1.01  
**District** Cartersville  
**Brief Tax Description** LL 242-243 D 4 LOT 23 WANSLEY  
*(Note: Not to be used on legal documents)*

**Owner Address** DUNCAN PI  
18 ARDMORE CIR  
CARTERSVILLE, GA 30120

*Meeting: January 18, 2024 Item 7.*

Date created: 1/4/2024  
Last Data Uploaded: 1/3/2024 9:51:57 PM

Developed by  Schneider  
GEO SPATIAL

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

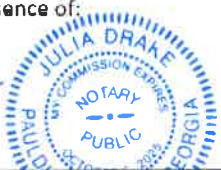
Case Num Meeting: January 18, 2024 Item 7.  
Date Received: 11/27/23

**Public Hearing Dates:**

Planning Commission 1-9-2024 5:30pm    1<sup>st</sup> City Council 1-18-2024 7:00pm    2<sup>nd</sup> City Council 2-1-2024 7:00pm

**APPLICANT INFORMATION**

Applicant <u>Darrell Simpson</u> <small>(printed name)</small>	Office Phone <u>470-586-2052</u>
Address <u>135 Wansley Dr</u>	Mobile/ Other Phone <u>"</u>
City <u>Cartersville</u> State <u>GA</u> Zip <u>30121</u> Email <u>SimpsonTowing LLC@gmail.com</u>	
Representative's printed name (if other than applicant)	Phone (Rep) _____
	Email (Rep) _____
Representative Signature _____	Applicant Signature <u>[Signature]</u>
Signed, sealed and delivered in presence of:	My commission expires:
<u>[Signature]</u> Notary Public	



**1. Existing Text to be Amended:**

Article X, Section 10.2.2, Subsection A

Existing Text Reads as Follows: Does not allow Automotive Storage Yards + wrecker Service.

**2. Proposed Text:**

Proposed Text Reads as Follows: Allow Automotive Storage Yards + Wrecker Service as allowed use in H-I district.

(Continue on additional sheets as needed)



3. Reason(s) for the Amendment Request: I am a small business owner that had to relocate from crowth, I was under the impression that HI included everything LI did and then some. I have already signed a 3 year lease and installed a fence. My business hours would be from 8:00am to 5:00 pm, and I would not be making any noise  
 (Continue on additional sheets as needed) Please take this application into consideration

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

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

**Requirements**

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

10.1.1. *L-I district scope and intent.* Regulations in this section are the L-I district regulations. The L-I district is intended to provide locations and land areas for the development of industrial and business parks and uses which meet the needs of processing, manufacturing, fabricating, and warehousing, research, related office uses, and other uses as further described in section 3.1.20 of this chapter.

Light manufacturing establishments shall consist of any manufacturing establishment which does not use water in the manufacturing operation either for processing, cooling, or heating and which shall emit no smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed.

Manufacturing establishments which use limited water in the manufacturing operation either for processing, cooling, or heating; or which emit smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed shall not be allowed, except with approval of a special use in accordance with standards further described in section 16.4.9.

10.1.2. *Use regulations.* Within the L-I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as allowed shall not be permitted.

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

- Adult entertainment establishments (SU).\*
- Amateur radio transmitter.
- • Automotive storage yards and wrecker service.
- Aviation airports.
- Bus stations.
- Brewery (SU if accessory tasting room is included).\*
- Brewpub.
- Cheerleading/gymnastics facilities and indoor athletic training facilities.
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU).\*
- Construction contractors: general contractors, heavy equipment contractors, and special trade contractors (including, but not limited to, construction subcontractors, engineers, architects, and land surveyors).
- Distillery (SU if accessory tasting room is included).\*
- Distribution.
- Indoor firing range.
- Indoor recreation facilities.

- Manufacturing.
- Microbreweries (SU).\*
- Offices.
- Outdoor golf driving ranges.
- Parking lots.
- Processing.
- Public utility facilities.
- Radio, television, or other communication towers.
- Religious institutions (SU).\*
- Repair garage, automotive (no outdoor storage of inoperable and/or dismantled vehicles).
- Repair garage, heavy equipment (no outdoor storage of inoperable and/or dismantled trucks and equipment).
- Research facilities.
- Schools, private (SU).\*
- Tattoo/body piercing parlors (SU).\*
- Taxi stands.
- Truck terminals.
- Warehousing.
- Wholesale trade and distribution.

\* Special use approval required.

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

10.1.3. *Development standards.*

- A. *Height regulations.* Buildings shall not exceed a height of forty-five (45) feet or three and one-half (3½) stories, whichever is higher.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Fifteen (15) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot area:* None.
- F. *Minimum lot frontage:* One hundred ten (110) feet adjoining a street.
- G. *Minimum lot width at the building line:* One hundred (100) feet.
- H. *Rail access.* Railroad spurs and service rails in industrial parks shall be permitted only within the side and rear yards.

- I. *[Front facade.]* The front facade of metal buildings constructed or placed and all portions of the building that face public road right-of-way, shall be finished with brick, stone, or hard-coat stucco.
- J. *Minimum buffer requirements.* In addition to required setbacks, a minimum thirty-five-foot wide buffer, ten (10) feet of which can be within required setback, and a fifteen-foot wide buffer adjacent to all other districts other than residential, L-I and H-I, shall be required along all property lines which abut a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
- K. *Accessory structure requirements.* See section 4.9 of this chapter.

10.1.4. *Other regulations.* The headings below contain additional, but not necessarily all provisions applicable to the L-I district.

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

(Ord. No. 01-13, § 12, 1-3-13; Ord. No. 29-13, § 1, 12-5-13; Ord. No. 09-16, § 1, 4-7-16; Ord. No. 09-16(Corrected), § 1, 4-7-16; Ord. No. 02-18, § 6, 1-18-18; Ord. No. 34A-18, § 6, 12-6-18)

## Sec. 10.2. - H-I Heavy industrial district.

10.2.1. *H-I district scope and intent.* Regulations in this section are the H-I district regulations. The H-I district is intended to provide locations for a full range of manufacturing, processing, terminal and warehousing uses, salvage yards, closely related activities, and other uses as further described in section 3.1.21 of this chapter.

10.2.2. *Use regulations.* Within the H-I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as allowed shall not be permitted.

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

- Amateur radio transmitter.
- Aviation airports.
- Brewery (SU if accessory tasting room is included).\*
- Brewpub.
- Bus stations.
- Cheerleading/gymnastics facilities and indoor athletic training facilities (SU).\*
- Clinic or hospital, animal.
- Construction contractors: general contractors, heavy equipment contractors, and special trade contractors (including, but not limited to, construction subcontractors, engineers, architects, and land surveyors).
- Distillery (SU if accessory tasting room is included).\*

- Distribution.
- Indoor recreation facilities (SU).\*
- Manufacturing, processing, warehousing, distribution, and research facilities.
- Microbreweries (SU).\*
- Offices.
- Parking lots.
- Public utilities facilities.
- Radio, television, or other communication towers.
- Research facilities.
- Salvage yards (SU).\*
- Trash transfer stations (SU).\*
- Truck terminals.
- Wholesale trade and distribution.

[\* Special use approval required.]

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

10.2.3. *Development standards.*

- A. *Height regulations.* No structure shall exceed fifty (50) feet in height.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Fifteen (15) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot area:* None.
- F. *Minimum lot frontage:* One hundred seventy-five (175) feet adjoining a street.
- G. *Minimum lot width at the building line:* One hundred (100) feet.
- H. *Minimum buffer requirements.* In addition to required setbacks (except where abutting a railroad right of way) there shall be a fifty-foot wide buffer along all property lines which abut a residential district or use and a fifteen-foot wide buffer shall be required along all property lines abutting a nonresidential district other than the H-I district. Said buffers shall provide a visual screen in accordance with section 4.17 of this chapter. (Salvage yards see section 10.2.3.K. of this chapter.)
- I. *Accessory structure requirements.* See section 4.9 of this chapter.
- J. *Other required standards.*
  - 1.

No use shall be allowed that exceeds state and federal guidelines for allowable emissions and effluents into the air, water and soil.

2. No use shall be allowed that creates unabated noise creating a nuisance as defined under Georgia law.

10.2.4. *Other regulations.* The headings below contain additional, but not necessarily all provisions applicable to uses allowed in the H-I district.

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

(Ord. No. 01-13, § 13, 1-3-13; Ord. No. 02-18, § 7, 1-18-18; Ord. No. 34A-18, § 7, 12-6-18; Ord. No. 05-21, § 1, 1-7-21)





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Water & Sewer Capacity Fee Update
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>On May 25, 2000, the City adopted a water and sewer capacity fee ordinance in addition to its normal rates for water and sewer service. The water and sewer capacity fees are deposited into a dedicated City account to fund the expansion and extension of the City’s water, wastewater, and sewer facilities and/or capacity.</p> <p>Since the initial ordinance adoption, these capacity fees have not been amended. The City contracted with Hazen &amp; Sawyer to study and update these fees. The resulting recommendations are reflected in this ordinance update.</p> <p>The fee changes reflect the actual cost of capacity expansion and extension of City water and sewer facilities and treatment. These one-time fee increases, based on a single-family home inside the City, with ¾” meter service will increase by \$160.00 for water and \$170.00 for sewer. Fees for services with larger than 4” meters will be based on an equivalent residential unit (ERU) cost per gallon of capacity requested.</p>
<b>LEGAL:</b>	Reviewed by Archer & Lovell

**Ordinance No. \_\_\_\_\_**

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE is hereby amended by deleting paragraph (2) in their entirety and replacing it with the following:

1.

**Sec. 24-64. Water & Sewage Utility Rates.**

- (2) Other provisions.
  - a. For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.
  - b. If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation.
  - c. Capacity Fees – A capacity fee for water and/or sewer service shall be requested for each new tap or any increase in volume with respect to an existing tap based on the following table:

Meter Size	Water		Sewer	
	City	Outside City	City	Outside City
3/4"	\$1,180.00	\$970.00	\$1,470.00	\$880.00
1"	\$1,971.00	\$1,620.00	\$2,450.00	\$1,470.00
1.5"	\$3,929.00	\$3,230.00	\$4,900.00	\$2,930.00
2"	\$6,289.00	\$5,170.00	\$7,840.00	\$4,690.00
Multi-unit / per unit	\$1,180.00	\$970.00	\$1,470.00	\$880.00
Larger Meters - \$/GPD	\$5.30	\$4.35	\$6.21	\$4.56

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_  
JULIA DRAKE, CITY CLERK



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Resolution
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Excess Right of Way Road Abandonment – Old Mill
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The City has deemed that it is in the best interest to abandon the excess right of way in Land Lots 633 and 634, 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia as indicated on Exhibit “C” is no longer necessary for the municipal street system and no substantial public purpose is served by it and that the City shall be relocating traffic in the adjacent area and as such; that said excess right of way in Land Lots 633 and 634, 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia indicated on Exhibit “C” is declared to longer be part of the City of Cartersville Municipal Street System and the rights of the public in and to that section of the Municipal Street Section shall cease as of January 19, 2014, and quitclaimed as indicated on Exhibit “D.”</p> <p>We are requesting authorization for the Mayor and City Clerk to sign and execute all documents necessary for the transfer.</p>
<b>LEGAL:</b>	Legal documentation from Archer & Lovell Law Office.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Mayor and City Council after certification from the City Staff that an unopened alley in Land Lots 633 and 634, 4<sup>th</sup> District, 3<sup>rd</sup> Section, City of Cartersville, Bartow County, Georgia shall be closed; and

**WHEREAS**, the notice and letter of acceptance by adjoining property owner, is attached hereto as Exhibit “A;” and

**WHEREAS**, the Certification from the Director of Public Works that an unopened alley in Land Lots 633 and 634, 4<sup>th</sup> District, 3<sup>rd</sup> Section, City of Cartersville, Bartow County, Georgia is no longer needed for public purposes as attached hereto as Exhibit “B”; and,

**WHEREAS**, the Mayor and City Council has determined that the surrounding streets in the corporate limits of the City of Cartersville provide substitute and adequate access and right of way; and,

**WHEREAS**, based upon the above, the Mayor and City Council feels it is in the best interest of the citizens of the City of Cartersville, and to provide for better traffic flow to protect the health, safety, and welfare of its inhabitants to abandon said right of way and transfer to the adjoining property owner; and,

**WHEREAS**, this property meets the requirements for the site, pursuant to O.C.G.A. § 32-7-4(a)(2)(b), being less than \$75,000.00 and O.C.G.A. § 32-7-4(b)(1)(a), and no public advertising is required.

**NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED** by the Mayor and City Council of the City of Cartersville declares that the excess right of way in Land Lots 633 and 634, 4<sup>th</sup> District, 3<sup>rd</sup> Section, City of Cartersville, Bartow County, Georgia as indicated on Exhibit “C” is no longer necessary for the municipal street system and no substantial public purpose is served by it and that the City shall be relocating traffic in the adjacent area and as such; that said excess right of way in Land Lots 633 and 634, 4<sup>th</sup> District, 3<sup>rd</sup> Section, City of Cartersville, Bartow County, Georgia indicated on Exhibit “C” is declared to longer be part of the City of Cartersville Municipal Street System and the rights of the public in and to that section of the Municipal Street Section shall cease as of January 19, 2014, and quitclaimed as indicated on Exhibit “D.”

The City shall reserve any and all utility easements and prohibit structures from being built thereon. Said property is to be traded by the easement indicated on Exhibit “E.”

**BE IT AND IT IS HEREBY RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



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

ATTEST:

/s/ \_\_\_\_\_  
Julia Drake, City Clerk  
City of Cartersville, Georgia

# EXHIBIT "A" TO RESOLUTION

# ARCHER & LOVELL, P.C.

ATTORNEYS AT LAW  
102 LEAKE STREET  
P. O. BOX 1024  
CARTERSVILLE, GEORGIA 30120

David G. Archer  
E. Keith Lovell

Phone: (770) 386-1116

January 11, 2024

Cecil B. Morris, Jr.  
11 Waterford Drive  
Cartersville GA 30120

VIA EMAIL: boydmorris@aol.com

RE: City of Cartersville – Abandonment of Excess Right of Way, Old Mill & Hwy  
113, Land Lots 633 and 634, 4<sup>th</sup> District, 3<sup>rd</sup> Section, City of Cartersville, Bartow  
County, Georgia

Dear Mr. Morris:

This firm represents the City of Cartersville, Georgia. The City, pursuant to O.C.G.A. § 32-7-2, plans to abandon said right of way originally acquired from the property tracts you now own identified as Bartow County Tax Parcels C036-0004-007 and C036-0004-001. The City plans to abandon the 0.148 acres and/or 6,436 square feet of right of way as indicated on the attached survey referred to as Exhibit “A,” and in lieu of compensation, transfer said property to you in exchange for the easement attached as Exhibit “B.”

Very Truly Yours,

**ARCHER & LOVELL, P.C.**



E. Keith Lovell

EKL/slf  
Attachments

### ACCEPTANCE OF NOTICE OF ABANDONMENT

The undersigned hereby acknowledges receipt of this notice of abandonment and accepts said notice of abandonment by the City of Cartersville, and agrees to said trade of property as referred therein, this \_\_\_\_ day of January, 2024.

\_\_\_\_\_  
Cecil B. Morris, Jr.



**PROFESSIONAL  
LAND SURVEYORS**

317 GRASSDALE ROAD  
CARTERSVILLE, GA 30120  
770-334-8186  
GEORGIA C.O.A.: LSF001380



RIGHT OF WAY DEDICATION EXHIBIT

1240 WEST AVENUE

LAND LOTS 633 & 634, 4TH DISTRICT, 3RD SECTION  
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

JOB #: 244653 SCALE: 1"=50' DATE: JANUARY 3, 2024

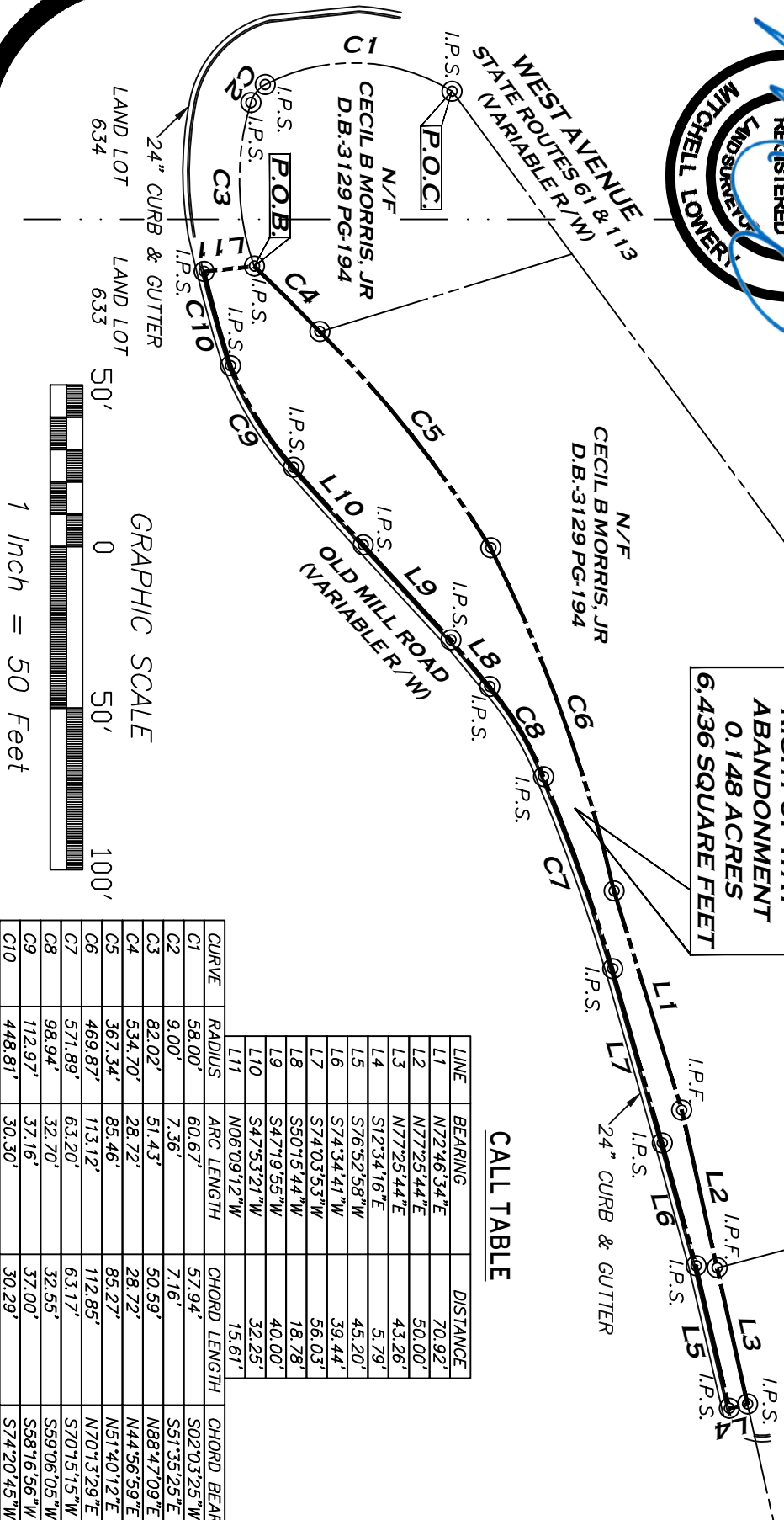
REFERENCE PLAT: PLAT BOOK 2019, PAGE 268, BARTOW COUNTY RECORDS

**LEGEND**

- PROPERTY LINE
- LAND LOT LINE
- I.P.F. 1/2" CAPPED REBAR FOUND
- I.P.S. 5/8" CAPPED REBAR SET

**RIGHT OF WAY  
ABANDONMENT  
0.148 ACRES  
6,436 SQUARE FEET**

N/F  
LISA C WALKER  
D.B.:3136 PG-783

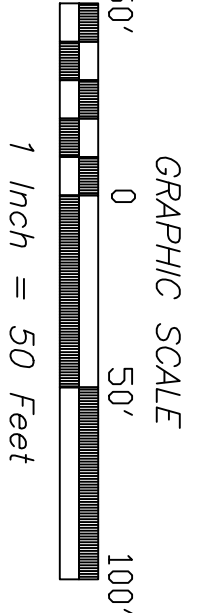


**CALL TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	58.00'	60.67'	57.94'	S02°03'25"W
C2	9.00'	7.36'	7.16'	S51°35'25"E
C3	82.02'	51.43'	50.59'	N88°47'09"E
C4	534.70'	28.72'	28.72'	N44°56'59"E
C5	367.34'	85.46'	85.27'	N51°40'12"E
C6	469.87'	113.12'	112.85'	N70°13'29"E
C7	571.89'	63.20'	63.17'	S70°15'15"W
C8	98.94'	32.70'	32.55'	S59°06'05"W
C9	112.97'	37.16'	37.00'	S58°16'56"W
C10	448.81'	30.30'	30.29'	S74°20'45"W

LINE	BEARING	DISTANCE
L1	N72°46'34"E	70.92'
L2	N77°25'44"E	50.00'
L3	N77°25'44"E	43.26'
L4	S12°34'16"E	5.79'
L5	S76°52'58"W	45.20'
L6	S74°34'41"W	39.44'
L7	S74°03'53"W	56.03'
L8	S50°15'44"W	18.78'
L9	S47°19'55"W	40.00'
L10	S47°53'21"W	32.25'
L11	N06°09'12"W	15.61'



ARCHER & LOVELL, PC  
P. O. Box 1024  
Cartersville, GA 30120  
**TITLE EXAM NOT PERFORMED**

**UTILITY EASEMENT**

**GEORGIA, BARTOW COUNTY**

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned **CECIL B. MORRIS, JR.** (hereinafter “Grantor”) does hereby grant and convey unto the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as “City”), its successors and assigns, a permanent utility easement for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances and as a permanent utility easement to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lot 56, 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia, being listed as permanent utility easement A containing 0.014 acres / 603 square feet and permanent utility easement B containing 0.001 acres / 45 square feet, per the plat entitled Utility Easement Exhibit, 1371 Joe Frank Harris Parkway, Bartow County Parcel C082-0007-001, prepared by prepared by Adan Thomas Bratton, G.R.L.S. No. 3489, dated January 4, 2023, and attached hereto and incorporated herein as Exhibit “A.”

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with the City’s full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, located any other utility



infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by the City. It is expressly understood by Grantor that such crossings approved by the City will not be replaced, repaved or restored in any manner by the City in the event such crossings are to be removed by the City to exercise the rights of this easement.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

**SPECIAL STIPULATIONS:** None.

**TO HAVE AND TO HOLD** all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

**IN WITNESS WHEREOF**, the said undersigned has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cecil B. Morris, Jr.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]

Meeting: January 18, 2024 Item9.

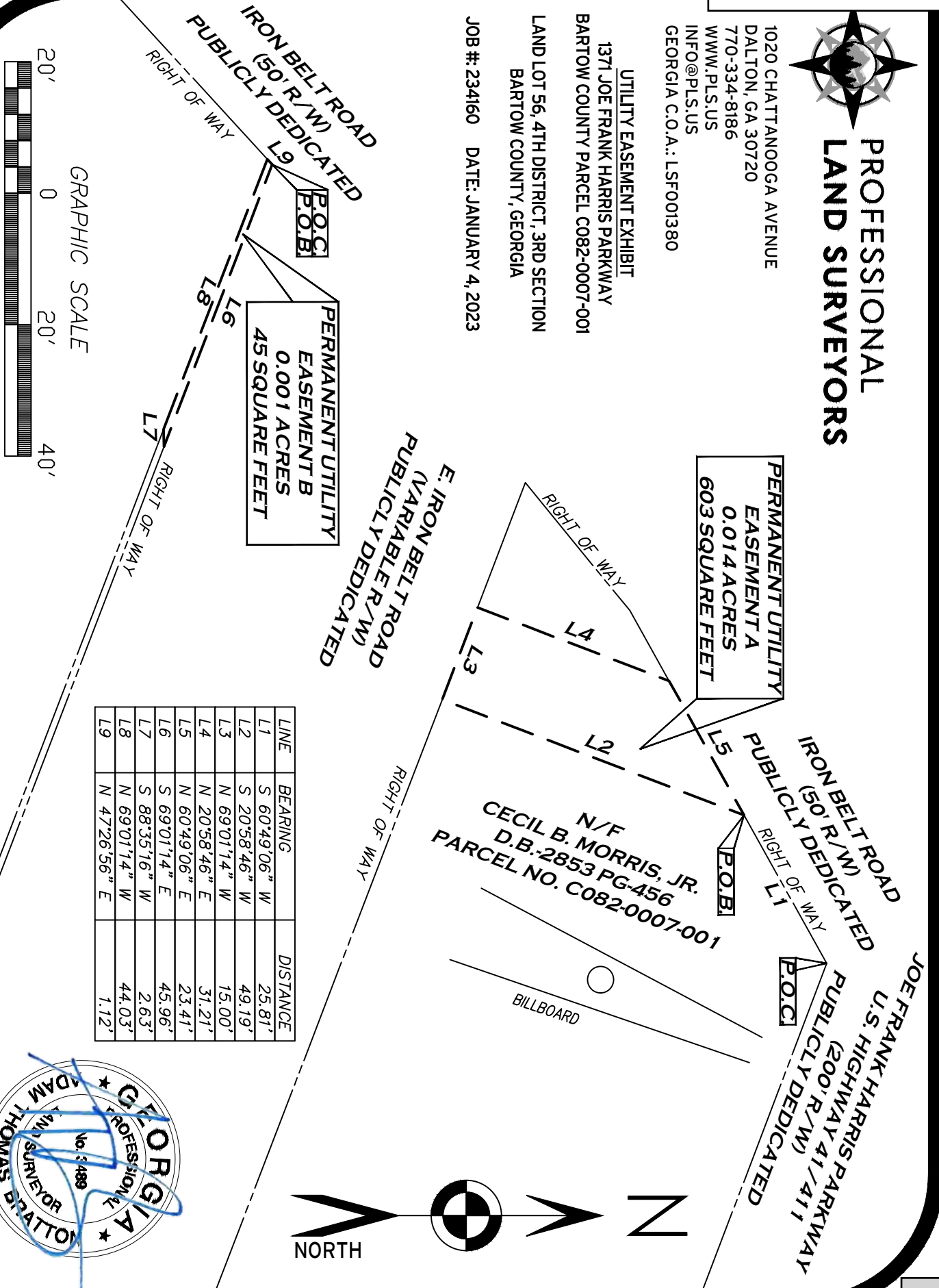


**PROFESSIONAL  
LAND SURVEYORS**

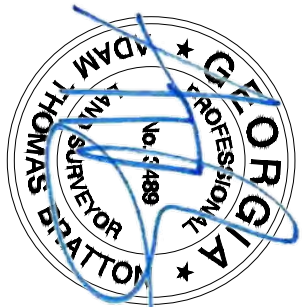
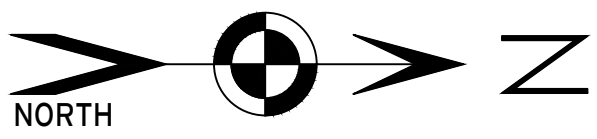
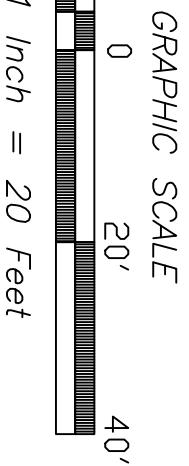
1020 CHATTANOOGA AVENUE  
DALTON, GA 30720  
770-334-8186  
WWW.PLS.US  
INFO@PLS.US  
GEORGIA C.O.A.: LSF001380

UTILITY EASEMENT EXHIBIT  
1371 JOE FRANK HARRIS PARKWAY  
BARTOW COUNTY PARCEL C082-0007-001  
LAND LOT 56, 4TH DISTRICT, 3RD SECTION  
BARTOW COUNTY, GEORGIA

JOB #: 234160 DATE: JANUARY 4, 2023



LINE	BEARING	DISTANCE
L1	S 60°49'06" W	25.81'
L2	S 20°58'46" W	49.19'
L3	N 69°01'14" W	15.00'
L4	N 20°58'46" E	31.21'
L5	N 60°49'06" E	23.41'
L6	S 69°01'14" E	45.96'
L7	S 88°35'16" W	2.63'
L8	N 69°01'14" W	44.03'
L9	N 47°26'56" E	1.12'



# EXHIBIT "B" TO RESOLUTION

**CERTIFICATION**

I am the Public Works Director of the City of Cartersville, pursuant to the City of Cartersville Code of Ordinances, Section 2-101(b)(5) my duties are as follows:

(5) *Public works director.* The public works director shall supervise the personnel and be responsible for building and maintenance of all city streets, sidewalks, storm drainage, bridges, city buildings, and the city cemetery. His duties also include collection of residential and commercial garbage, and trash collection and disposal. In addition, his duties shall also include the maintenance of city-owned buildings. The position is under the direction of the city manager.

In my capacity of being responsible for all City streets, I have reviewed the excess right of way along Old Mill Road in Land Lots 633 and 634, 4<sup>th</sup> District, 3<sup>rd</sup> Section, City of Cartersville, Bartow County, Georgia, is no longer needed as part of the municipal street system and may be abandoned.

Therefore, pursuant to O.C.G.A. § 32-7-2(c) I have determined and hereby certify that a portion of the right of way along Old Mill Road in Land Lots 633 and 634, 4<sup>th</sup> District, 3<sup>rd</sup> Section, City of Cartersville, Bartow County, Georgia indicated on Exhibit “A” attached hereto and incorporated herein by reference is no longer needed and no substantial public purpose is served by it and that this portion of the City of Cartersville Municipal Street System should be abandoned, excepting any utility easements thereon should be reserved for the City.

This \_\_\_\_\_ day of January, 2024.

\_\_\_\_\_  
D. Wade Wilson, Public Works Director



**PROFESSIONAL  
LAND SURVEYORS**

317 GRASSDALE ROAD  
CARTERSVILLE, GA 30120  
770-334-8186  
GEORGIA C.O.A.: LSF001380



RIGHT OF WAY DEDICATION EXHIBIT

1240 WEST AVENUE

LAND LOTS 633 & 634, 4TH DISTRICT, 3RD SECTION  
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

JOB #: 244653 SCALE: 1"=50' DATE: JANUARY 3, 2024

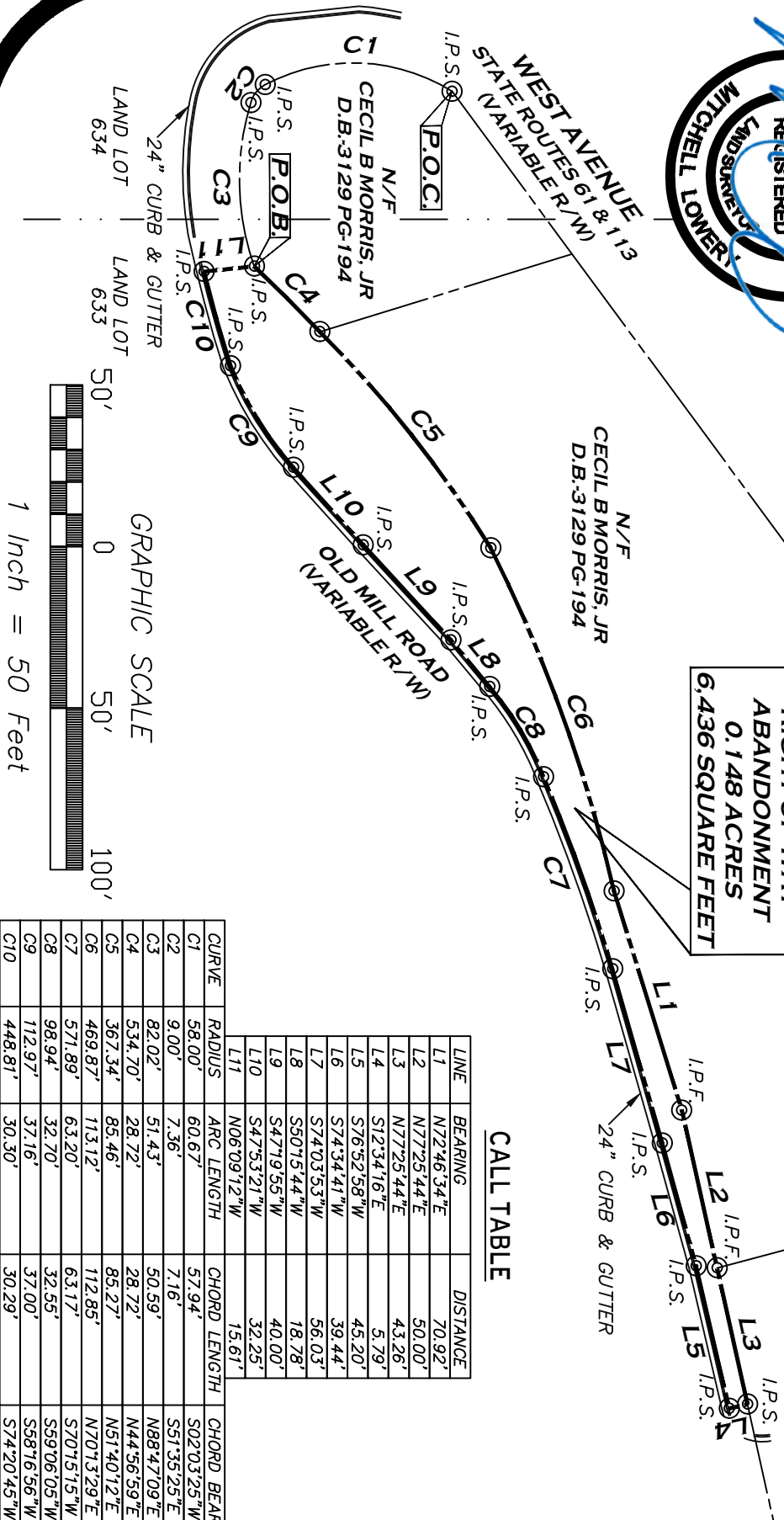
REFERENCE PLAT: PLAT BOOK 2019, PAGE 268, BARTOW COUNTY RECORDS

**LEGEND**

- PROPERTY LINE
- LAND LOT LINE
- I.P.F. 1/2" CAPPED REBAR FOUND
- I.P.S. 5/8" CAPPED REBAR SET

**RIGHT OF WAY  
ABANDONMENT  
0.148 ACRES  
6,436 SQUARE FEET**

N/F  
LISA C WALKER  
D.B.:3136 PG-783

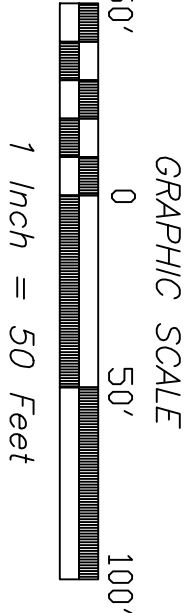


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C2	9.00'	7.36'	7.16'	S51°35'25"E
C3	82.02'	51.43'	50.59'	N88°47'09"E
C4	534.70'	28.72'	28.72'	N44°56'59"E
C5	367.34'	85.46'	85.27'	N51°40'12"E
C6	469.87'	113.12'	112.85'	N70°13'29"E
C7	571.89'	63.20'	63.17'	S70°15'15"W
C8	98.94'	32.70'	32.55'	S59°06'05"W
C9	112.97'	37.16'	37.00'	S58°16'56"W
C10	448.81'	30.30'	30.29'	S74°20'45"W

LINE	BEARING	DISTANCE
L1	N72°46'34"E	70.92'
L2	N77°25'44"E	50.00'
L3	N77°25'44"E	43.26'
L4	S12°34'16"E	5.79'
L5	S76°52'58"W	45.20'
L6	S74°34'41"W	39.44'
L7	S74°03'53"W	56.03'
L8	S50°15'44"W	18.78'
L9	S47°19'55"W	40.00'
L10	S47°53'21"W	32.25'
L11	N06°09'12"W	15.61'





# EXHIBIT "C" TO RESOLUTION



**PROFESSIONAL  
LAND SURVEYORS**

317 GRASSDALE ROAD  
CARTERSVILLE, GA 30120  
770-334-8186  
GEORGIA C.O.A.: LSF001380



RIGHT OF WAY DEDICATION EXHIBIT

1240 WEST AVENUE

LAND LOTS 633 & 634, 4TH DISTRICT, 3RD SECTION  
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

JOB #: 244653 SCALE: 1"=50' DATE: JANUARY 3, 2024

REFERENCE PLAT: PLAT BOOK 2019, PAGE 268, BARTOW COUNTY RECORDS

**LEGEND**

- PROPERTY LINE
- LAND LOT LINE
- I.P.F. 1/2" CAPPED REBAR FOUND
- I.P.S. 5/8" CAPPED REBAR SET

**RIGHT OF WAY  
ABANDONMENT  
0.148 ACRES  
6,436 SQUARE FEET**

N/F  
LISA C WALKER  
D.B.:3136 PG-783

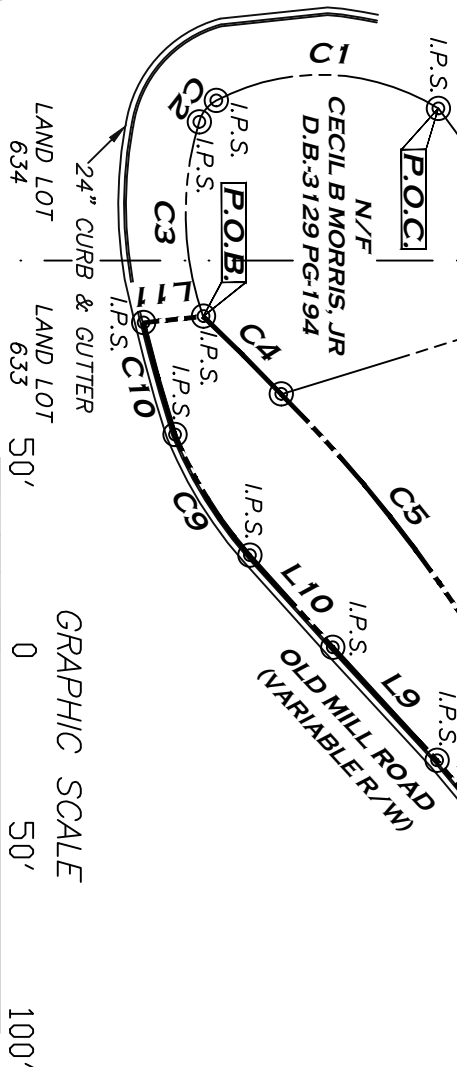
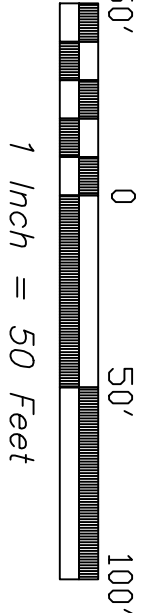
WEST AVENUE  
STATE ROUTES 61 & 113  
(VARIABLE/W)

N/F  
CECIL B MORRIS, JR  
D.B.:3129 PG-194

OLD MILL ROAD  
(VARIABLE/W)

**CALL TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	58.00'	60.67'	57.94'	S02°03'25"W
C2	9.00'	7.36'	7.16'	S51°35'25"E
C3	82.02'	51.43'	50.59'	N88°47'09"E
C4	534.70'	28.72'	28.72'	N44°56'59"E
C5	367.34'	85.46'	85.27'	N51°40'12"E
C6	469.87'	113.12'	112.85'	N70°13'29"E
C7	571.89'	63.20'	63.17'	S70°15'15"W
C8	98.94'	32.70'	32.55'	S59°06'05"W
C9	112.97'	37.16'	37.00'	S58°16'56"W
C10	448.81'	30.30'	30.29'	S74°20'45"W



# EXHIBIT "D" TO RESOLUTION

**AFTER RECORDING RETURN TO:**  
Archer & Lovell, PC  
PO Box 1024  
Cartersville, GA 30120  
**Title Examination Not Performed**

STATE OF GEORGIA  
COUNTY OF BARTOW

**QUITCLAIM DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2024, between, **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia. (hereinafter referred to as “Grantor”) and **CECIL B. MORRIS, JR** (hereinafter called “Grantee”). (The words “Grantor” and “Grantee” shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consider of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

All that tract or parcel of land lying in and being in Land Lots 633 & 634 of the 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia and being more particularly described as follows:

Commencing at a 5/8-inch capped rebar set at the intersection of the southeasterly right of way of West Avenue (State Routes 61 & 113)(having a variable width right of way) and the current northwesterly right of way of Old Mill Road (having a variable width right of way), thence leaving said right of way of West Avenue and continuing along said current right of way of Old Mill Road the following courses and distances: along a curve to the left, said curve having a radius of 58.00 feet, with an arc distance of 60.67 feet, with a chord bearing of South 02 degrees 03 minutes 25 seconds West and a chord length of 57.94 feet to a 5/8-inch capped rebar set; along a curve to the

left, said curve having a radius of 9.00 feet, with an arc distance of 7.36 feet, with a chord bearing of South 51 degrees 35 minutes 25 seconds East and a chord length of 7.16 feet to a 5/8-inch capped rebar set; along a curve to the left, said curve having a radius of 82.02 feet, with an arc distance of 51.43 feet, with a chord bearing of North 88 degrees 47 minutes 09 seconds East and a chord length of 50.59 feet to a 5/8-inch capped rebar set at the intersection of said current right of way of Old Mill Road and the proposed right of way of Old Mill Road, said rebar being the TRUE POINT OF BEGINNING.

Thence leaving said proposed right of way of Old Mill Road and continuing along said current right of way of Old Mill Road the following courses and distances: along a curve to the right, said curve having a radius of 534.70 feet, with an arc distance of 28.72 feet, with a chord bearing of North 44 degrees 56 minutes 59 seconds East and a chord length of 28.72 feet to a point; along a curve to the right, said curve having a radius of 367.34 feet, with an arc distance of 85.46 feet, with a chord bearing of North 51 degrees 40 minutes 12 seconds East and a chord length of 85.27 feet to a point; along a curve to the right, said curve having a radius of 469.87 feet, with an arc distance of 113.12 feet, with a chord bearing of North 70 degrees 13 minutes 29 seconds East and a chord length of 112.85 feet to a point; North 72 degrees 46 minutes 34 seconds East a distance of 70.92 feet to a 1/2-inch rebar found; North 77 degrees 25 minutes 44 seconds East a distance of 50.00 feet to a 1/2-inch rebar found; North 77 degrees 25 minutes 44 seconds East a distance of 43.26 feet to a 5/8-inch capped rebar set at the intersection of the current right of way of Old Mill Road and the proposed right of way of Old Mill Road; Thence leaving said current right of way of Old Mill Road and continuing along said right of way of Old Mill Road the following courses and distances: South 12 degrees 34 minutes 16 seconds East a distance of 5.79 feet to a 5/8-inch capped rebar set; South 76 degrees 52 minutes 58 seconds West a distance of 45.20 feet to a 5/8-inch capped rebar set; South 74 degrees 34 minutes 41 seconds West a distance of 39.44 feet to a 5/8-inch capped rebar set; South 74 degrees 03 minutes 53 seconds West a distance of 56.03 feet to a 5/8-inch capped rebar set; along a curve to the left, said curve having a radius of 571.89 feet, with an arc distance of 63.20 feet, with a chord bearing of South 70 degrees 15 minutes 15 seconds West and a chord length of 63.17 feet to a 5/8-inch capped rebar set; along a curve to the left, said curve having a radius of 98.94 feet, with an arc distance of 32.70 feet, with a chord bearing of South 59 degrees 06 minutes 05 seconds West and a chord length of 32.55 feet to a 5/8-inch capped rebar set; South 50 degrees 15 minutes 44 seconds West a distance of 18.78 feet to a 5/8-inch capped rebar set; South 47 degrees 19 minutes 55 seconds West a distance of 40.00 feet to a 5/8-inch capped rebar set; South 47 degrees 53 minutes 21 seconds West a distance of 32.25 feet to a 5/8-inch capped rebar set; along a curve to the right, said curve having a radius of 112.97 feet, with an arc distance of 37.16 feet, with a chord bearing of South 58 degrees 16 minutes 56 seconds West and a chord length of 37.00 feet to a 5/8-inch capped rebar set; along a curve to the right, said curve having a radius of 448.81 feet, with an arc distance of 30.30 feet, with a chord bearing of South 74 degrees 20 minutes 45 seconds West and a chord length of 30.29 feet to a 5/8-inch capped rebar set; North 06 degrees 09 minutes 12 seconds West a distance of 15.61 feet to a 5/8-inch capped rebar set at the intersection of said proposed right of way of Old Mill Road and said current right of way of Old Mill Road, said rebar being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.148 acres (6,436 square feet).

The same is also depicted on the Right of Way Dedication Exhibit for 1240 West Avenue, listed as a Right of Way Abandonment, prepared by Mitchell Lowery, G.R.L.S. No. 3109 dated January 3, 2024 and attached hereto and incorporated herein as Exhibit "A."

**SPECIAL STIPULATIONS:** All easement rights with the property being transferred, are hereby reserved. No buildings may be placed upon the property; however, paving may occur within the area.

This quitclaim is given subject to any restrictions and easements of record, if any.



TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**CITY OF CARTERSVILLE, GEORGIA**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Matthew J. Santini, Mayor

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julia Drake, City Clerk

[SEAL]



**PROFESSIONAL  
LAND SURVEYORS**  
317 GRASSDALE ROAD  
CARTERSVILLE, GA 30120  
770-334-8186  
GEORGIA C.O.A.: LSF001380



JOB #: 244653 SCALE: 1"=50' DATE: JANUARY 3, 2024

REFERENCE PLAT: PLAT BOOK 2019, PAGE 268, BARTOW COUNTY RECORDS

RIGHT OF WAY DEDICATION EXHIBIT

1240 WEST AVENUE

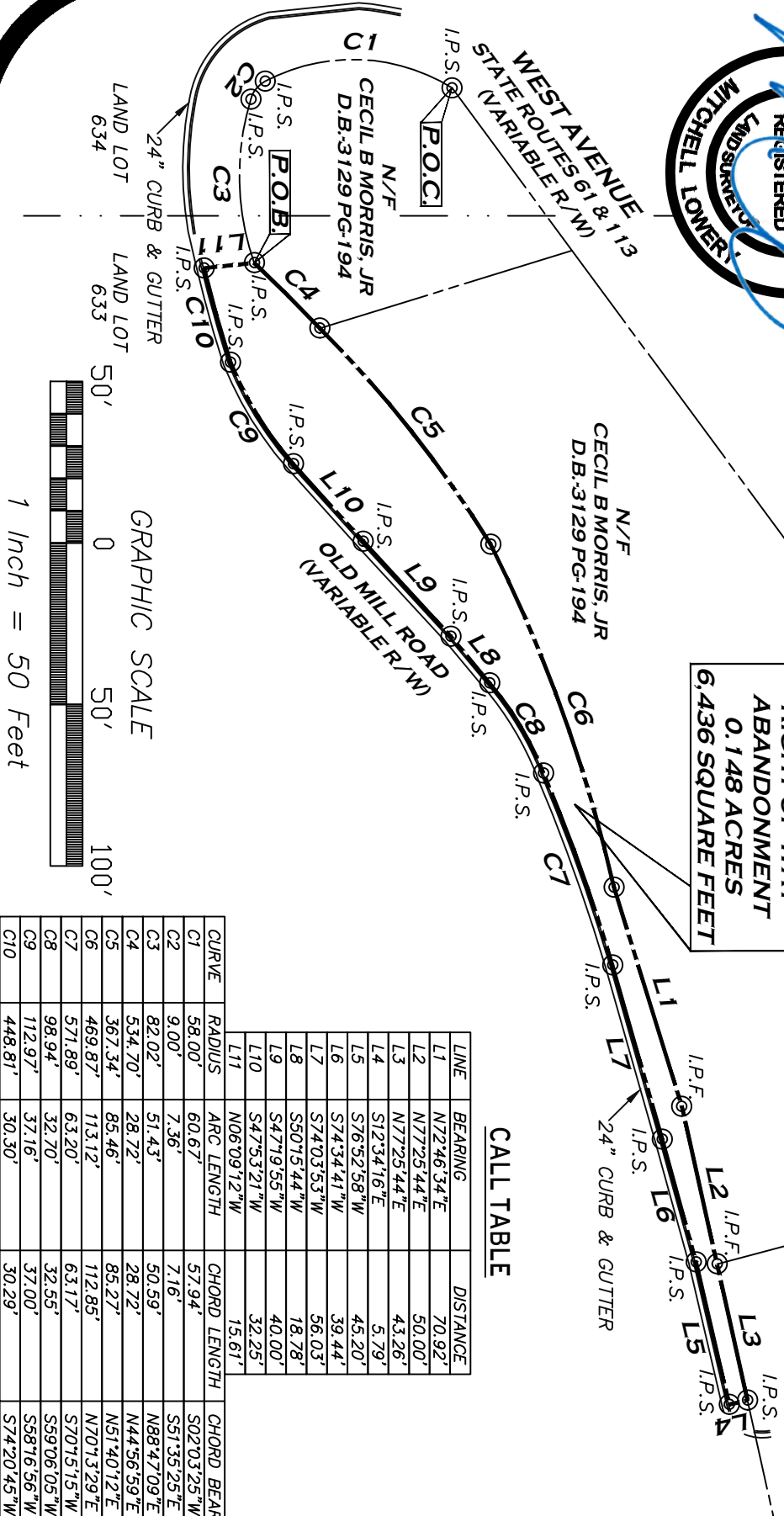
LAND LOTS 633 & 634, 4TH DISTRICT, 3RD SECTION  
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

LEGEND

- PROPERTY LINE
- LAND LOT LINE
- I.P.F. 1/2" CAPPED REBAR FOUND
- I.P.S. 5/8" CAPPED REBAR SET

**RIGHT OF WAY  
ABANDONMENT  
0.148 ACRES  
6,436 SQUARE FEET**

N/F  
LISA C WALKER  
D.B.:3136 PG-783

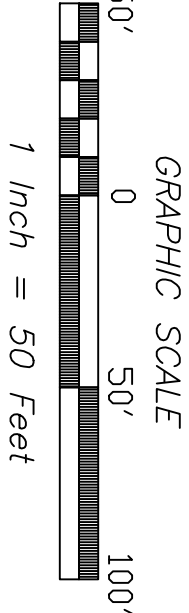


CALL TABLE

LINE	BEARING	DISTANCE
L1	N72°46'34"E	70.92'
L2	N77°25'44"E	50.00'
L3	N77°25'44"E	43.26'
L4	S12°34'16"E	5.79'
L5	S76°52'58"W	45.20'
L6	S74°34'41"W	39.44'
L7	S74°03'53"W	56.03'
L8	S50°15'44"W	18.78'
L9	S47°19'55"W	40.00'
L10	S47°53'21"W	32.25'
L11	N06°09'12"W	15.61'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	58.00'	60.67'	57.94'	S02°03'25"W
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C6	469.87'	113.12'	112.85'	N70°13'29"E
C7	571.89'	63.20'	63.17'	S70°15'15"W
C8	98.94'	32.70'	32.55'	S59°06'05"W
C9	112.97'	37.16'	37.00'	S58°16'56"W
C10	448.81'	30.30'	30.29'	S74°20'45"W



# EXHIBIT "E" TO RESOLUTION

ARCHER & LOVELL, PC  
P. O. Box 1024  
Cartersville, GA 30120  
**TITLE EXAM NOT PERFORMED**

**UTILITY EASEMENT**

**GEORGIA, BARTOW COUNTY**

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned **CECIL B. MORRIS, JR.** (hereinafter “Grantor”) does hereby grant and convey unto the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as “City”), its successors and assigns, a permanent utility easement for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances and as a permanent utility easement to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lot 56, 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia, being listed as permanent utility easement A containing 0.014 acres / 603 square feet and permanent utility easement B containing 0.001 acres / 45 square feet, per the plat entitled Utility Easement Exhibit, 1371 Joe Frank Harris Parkway, Bartow County Parcel C082-0007-001, prepared by prepared by Adan Thomas Bratton, G.R.L.S. No. 3489, dated January 4, 2023, and attached hereto and incorporated herein as Exhibit “A.”

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with the City’s full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, located any other utility

infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by the City. It is expressly understood by Grantor that such crossings approved by the City will not be replaced, repaved or restored in any manner by the City in the event such crossings are to be removed by the City to exercise the rights of this easement.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

**SPECIAL STIPULATIONS:** None.

**TO HAVE AND TO HOLD** all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

**IN WITNESS WHEREOF**, the said undersigned has hereunto set his hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cecil B. Morris, Jr.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]



Meeting: January 18, 2024 Item9.

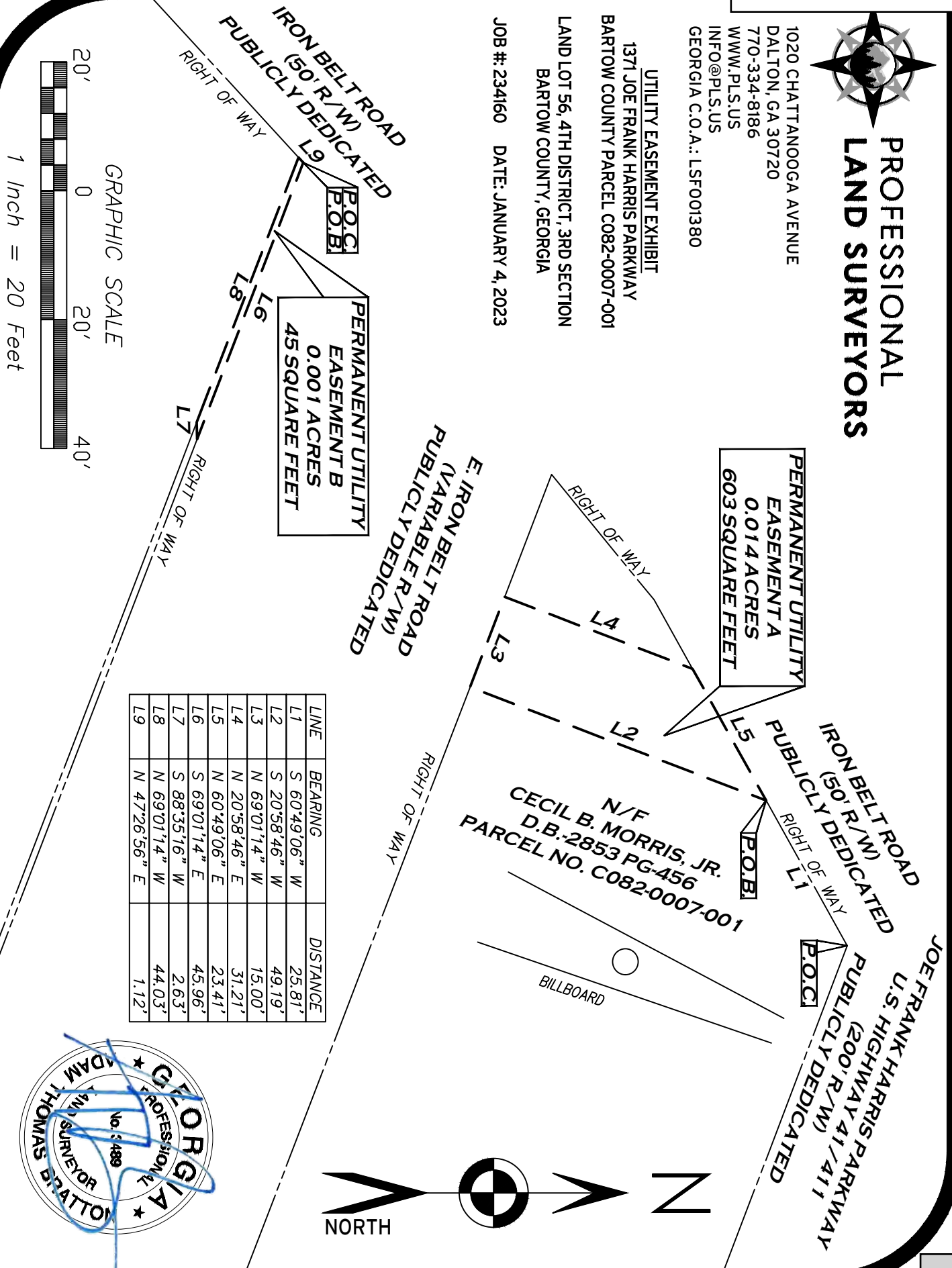


**PROFESSIONAL  
LAND SURVEYORS**

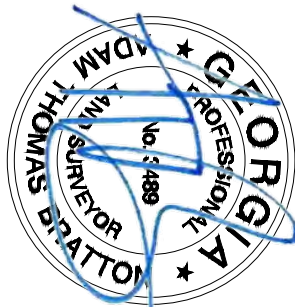
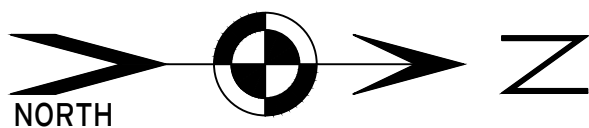
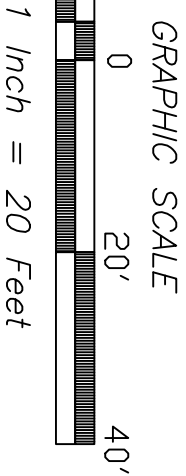
1020 CHATTANOOGA AVENUE  
DALTON, GA 30720  
770-334-8186  
WWW.PLS.US  
INFO@PLS.US  
GEORGIA C.O.A.: LSF001380

UTILITY EASEMENT EXHIBIT  
1371 JOE FRANK HARRIS PARKWAY  
BARTOW COUNTY PARCEL C082-0007-001  
LAND LOT 56, 4TH DISTRICT, 3RD SECTION  
BARTOW COUNTY, GEORGIA

JOB #: 234160 DATE: JANUARY 4, 2023



LINE	BEARING	DISTANCE
L1	S 60°49'06" W	25.81'
L2	S 20°58'46" W	49.19'
L3	N 69°01'14" W	15.00'
L4	N 20°58'46" E	31.21'
L5	N 60°49'06" E	23.41'
L6	S 69°01'14" E	45.96'
L7	S 88°35'16" W	2.63'
L8	N 69°01'14" W	44.03'
L9	N 47°26'56" E	1.12'



**AFTER RECORDING RETURN TO:**  
Archer & Lovell, PC  
PO Box 1024  
Cartersville, GA 30120  
**Title Examination Not Performed**

STATE OF GEORGIA  
COUNTY OF BARTOW

**QUITCLAIM DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between, **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia. (hereinafter referred to as “Grantor”) and **CECIL B. MORRIS, JR** (hereinafter called “Grantee”). (The words “Grantor” and “Grantee” shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

All that tract or parcel of land lying in and being in Land Lots 633 & 634 of the 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia and being more particularly described as follows:

Commencing at a 5/8-inch capped rebar set at the intersection of the southeasterly right of way of West Avenue (State Routes 61 & 113)(having a variable width right of way) and the current northwesterly right of way of Old Mill Road (having a variable width right of way), thence leaving said right of way of West Avenue and continuing along said current right of way of Old Mill Road the following courses and distances: along a curve to the left, said curve having a radius of 58.00 feet, with an arc distance of 60.67 feet, with a chord bearing of South 02 degrees 03 minutes 25 seconds West and a chord length of 57.94 feet to a 5/8-inch capped rebar set; along a curve to the

left, said curve having a radius of 9.00 feet, with an arc distance of 7.36 feet, with a chord bearing of South 51 degrees 35 minutes 25 seconds East and a chord length of 7.16 feet to a 5/8-inch capped rebar set; along a curve to the left, said curve having a radius of 82.02 feet, with an arc distance of 51.43 feet, with a chord bearing of North 88 degrees 47 minutes 09 seconds East and a chord length of 50.59 feet to a 5/8-inch capped rebar set at the intersection of said current right of way of Old Mill Road and the proposed right of way of Old Mill Road, said rebar being the TRUE POINT OF BEGINNING.

Thence leaving said proposed right of way of Old Mill Road and continuing along said current right of way of Old Mill Road the following courses and distances: along a curve to the right, said curve having a radius of 534.70 feet, with an arc distance of 28.72 feet, with a chord bearing of North 44 degrees 56 minutes 59 seconds East and a chord length of 28.72 feet to a point; along a curve to the right, said curve having a radius of 367.34 feet, with an arc distance of 85.46 feet, with a chord bearing of North 51 degrees 40 minutes 12 seconds East and a chord length of 85.27 feet to a point; along a curve to the right, said curve having a radius of 469.87 feet, with an arc distance of 113.12 feet, with a chord bearing of North 70 degrees 13 minutes 29 seconds East and a chord length of 112.85 feet to a point; North 72 degrees 46 minutes 34 seconds East a distance of 70.92 feet to a 1/2-inch rebar found; North 77 degrees 25 minutes 44 seconds East a distance of 50.00 feet to a 1/2-inch rebar found; North 77 degrees 25 minutes 44 seconds East a distance of 43.26 feet to a 5/8-inch capped rebar set at the intersection of the current right of way of Old Mill Road and the proposed right of way of Old Mill Road; Thence leaving said current right of way of Old Mill Road and continuing along said right of way of Old Mill Road the following courses and distances: South 12 degrees 34 minutes 16 seconds East a distance of 5.79 feet to a 5/8-inch capped rebar set; South 76 degrees 52 minutes 58 seconds West a distance of 45.20 feet to a 5/8-inch capped rebar set; South 74 degrees 34 minutes 41 seconds West a distance of 39.44 feet to a 5/8-inch capped rebar set; South 74 degrees 03 minutes 53 seconds West a distance of 56.03 feet to a 5/8-inch capped rebar set; along a curve to the left, said curve having a radius of 571.89 feet, with an arc distance of 63.20 feet, with a chord bearing of South 70 degrees 15 minutes 15 seconds West and a chord length of 63.17 feet to a 5/8-inch capped rebar set; along a curve to the left, said curve having a radius of 98.94 feet, with an arc distance of 32.70 feet, with a chord bearing of South 59 degrees 06 minutes 05 seconds West and a chord length of 32.55 feet to a 5/8-inch capped rebar set; South 50 degrees 15 minutes 44 seconds West a distance of 18.78 feet to a 5/8-inch capped rebar set; South 47 degrees 19 minutes 55 seconds West a distance of 40.00 feet to a 5/8-inch capped rebar set; South 47 degrees 53 minutes 21 seconds West a distance of 32.25 feet to a 5/8-inch capped rebar set; along a curve to the right, said curve having a radius of 112.97 feet, with an arc distance of 37.16 feet, with a chord bearing of South 58 degrees 16 minutes 56 seconds West and a chord length of 37.00 feet to a 5/8-inch capped rebar set; along a curve to the right, said curve having a radius of 448.81 feet, with an arc distance of 30.30 feet, with a chord bearing of South 74 degrees 20 minutes 45 seconds West and a chord length of 30.29 feet to a 5/8-inch capped rebar set; North 06 degrees 09 minutes 12 seconds West a distance of 15.61 feet to a 5/8-inch capped rebar set at the intersection of said proposed right of way of Old Mill Road and said current right of way of Old Mill Road, said rebar being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.148 acres (6,436 square feet).

The same is also depicted on the Right of Way Dedication Exhibit for 1240 West Avenue, listed as a Right of Way Abandonment, prepared by Mitchell Lowery, G.R.L.S. No. 3109 dated January 3, 2024 and attached hereto and incorporated herein as Exhibit "A."

**SPECIAL STIPULATIONS:** All easement rights with the property being transferred, are hereby reserved. No buildings may be placed upon the property; however, paving may occur within the area.

This quitclaim is given subject to any restrictions and easements of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**CITY OF CARTERSVILLE, GEORGIA**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Matthew J. Santini, Mayor

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julia Drake, City Clerk

[SEAL]



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Visioning Session Agreement with Catherine Bennett Consulting, LLC
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	In preparation for our January 2024 City Council Visioning, I propose to contract with Catherine Bennett Consulting for facilitating our meetings. This is a budgeted item and is recommended for your approval.
<b>LEGAL:</b>	N/A



# CATHERINE BENNETT CONSULTING, LLC. PROPOSAL FOR SERVICES FOR 2024 CITY OF CARTERSVILLE MAYOR AND COUNCIL VISIONING SESSION

## OVERVIEW

Catherine Bennett Consulting, LLC is pleased to submit this proposal for services to support the City of Cartersville by facilitation of the 2024 Mayor and Council Visioning Session on January 26-27, 2024.

### The Objective

**i** *The purpose of this facilitation is to review progress on goals set in 2023, and development of new goals for 2024 to help guide the work projects and strategic vision for the staff at City of Cartersville.*

- Need #1: Review status of completion of 2023 goals
- Need #2: Discuss and prioritize the short- and long-term needs of the City of Cartersville starting in 2024 from the information provided by the Department Directors.
- Need #3: Discuss, create, and prioritize the long- and short-term SMART goals set for the City of Cartersville in 2024 by Council.
- Need #4 Discuss and prioritize Hot Topics for discussion on Saturday, Jan 27, 2024, Mayor, and Council session.

### The Opportunity

- Goal #1: The Mayor and Council will be able to understand the needs of each department and the upcoming issues that will face each department in the next coming years.
- Goal #2: The Mayor and Council can ask the Department Heads direct questions regarding FY 25 financial needs.
- Goal #3: Based on need identification, Mayor and Council can identify, develop, and assign small and short-term goals for FY'25

### The Solution

- Recommendation #1: Round Table Discussion of Departmental Needs for FY24
- Recommendation #2: Discussion, development, and prioritization of Short and Long-erm SMART Goals for FY25
- Recommendation #3: Discussion of Hot Topics needed to be discussed and prioritized by the Mayor and Council as it relates to 2024 action items for the Manager's Office and Department Directors.

## MY BACKGROUND

*Catherine Bennett Consulting has been in business for 10 years and provides the following services:*

Executive Coaching for senior level employees seeking career enhancement, personal growth and development, those "in transition", and high potential employees. Expertise in administering GOV360 multi-rater 360 assessment and feedback reports. Executive on-boarding support and tool development during the first 6-12 months to succeed quickly in new role. Guidance in building strategic relationships. Specialization in identification, engagement, and retention of high potential employees programming for those being groomed for the talent pipeline in the organizational Succession Plan. Facilitation of organizational engagement strategies and consensus building for community groups. Board development and facilitation of focus groups

## RATIONALE FOR VISIONING FORMAT

- 30 years of facilitating professional development experiences for employees
- Tradition of successful visioning sessions for the City of Cartersville for the last thirteen years.
- Catherine Bennett Consulting, LLC. is in alignment with the vision and mission of the City of Cartersville
- Proven success with Department Directors presenting an overview of and current needs of each department, while allowing Mayor and Council to ask questions or need clarification. In addition, the second day has been critical over the years in developing and prioritizing goals for staff by Mayor and Council.

## Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Deliverable #1	Consensus building on goals for Mayor, Council and Staff in 2024
Deliverable #2	Detailed discussion of the issues facing the City of Cartersville over the next several years
Deliverable #3	Mayor and Council to build short and long-term SMART goals for staff to carry out over the next several years.

## Timeline for Execution

**i** The pre-visioning session survey questions will be given to participants by 12/5/23.

The 1.5-day visioning session will occur on January 26-27,2024.  
 The Executive Summary of retreat will be provided to Dan Porta by February 2, 2024

**Supplied Material**

The following materials are to be supplied by Client’s Company for this project. For Catherine Bennett Consulting, LLC to meet project milestones, this material must be supplied on schedule. The due dates included in the following table represent our best guess based on current proposed project dates:

Materials to be supplied by Client’s Company	
Flip Chart and Markers	1/25/24
Pens and Paper for Participants	1/25/24
Screen and Projector	1/25/24

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for Sixty days from the date of this proposal:

Services Cost Category #1	Price
Facilities	
License Fees	
Equipment Rental	
Training - (\$2,500 per day for two days)	\$5,000.00
Travel (Mileage, meals, and lodging for 2 nights)	
Marketing	
Shipping/Handling	
Total Services Costs	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

Disclaimer: Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

## QUALIFICATIONS

Catherine Bennett Consulting, LLC is continually proven to be an industry leader for high quality/guaranteed product/service in the following ways:

- 15 years' experience of facilitating City of Cartersville Visioning Sessions
- Worked in local government for 22 years as a practitioner.
- Has a unique bond with the Mayor and Council at the City of Cartersville

## CONCLUSION

I look forward to working with the City of Cartersville and supporting your efforts to improve service delivery to the citizens of Carterville and enhance internal processes through training and internal support. I am confident that we will build and execute an effective strategy to move through the process of creating long and short-term goals for the City of Cartersville staff to accomplish.

If you have questions on this proposal, feel free to contact me by email or phone. Please reach out to me to arrange a follow-up conversation on the proposal and DRAFT agenda

Kind Regards,

Catherine Bennett  
Catherine Bennett Consulting, LLC.  
[c@catherinebennett.net](mailto:c@catherinebennett.net)  
(678)- 979-2034



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Fire department
<b>AGENDA ITEM TITLE:</b>	Geo Hydro Inspections and NPDES Compliance Services
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Geo-Hydro Engineers will provide construction materials testing, special inspection, and NPDES compliance services for the new CFD Fire Station #5. These services are needed throughout the construction process. We are asking for Council approval to enter into this agreement.
<b>LEGAL:</b>	Reviewed by Archer & Lovell



Mr. Freddy Morgan  
City of Cartersville Water  
1 North Erwin Street  
Cartersville, Georgia 30120

January 9, 2024

**Proposal to Provide  
Construction Materials Testing, Special Inspection  
and NPDES Compliance Services  
City of Cartersville Fire Station 5  
Cartersville, Georgia  
Geo-Hydro Proposal Number 241032.10**

Dear Mr. Morgan:

Geo-Hydro Engineers appreciates the opportunity to provide you with this proposal to perform construction materials testing, special inspection, and NPDES compliance services for the above referenced project. We have based this proposal on our review of the plans dated December 1, 2023, and our experience with similar projects.

We understand the project consists of constructing a new fire station and detached storage building with associated parking and utilities. Both single-story structures will be supported on shallow foundations. The fire station will be constructed of load bearing masonry with a steel roof system. The storage building will be a pre-engineered metal building.

## SCOPE OF WORK

### Construction Materials Testing and Special Inspections

#### Subgrade Evaluations and Field Density Testing

At-grade areas and areas to receive structural fill will be evaluated by proofrolling with a loaded dump truck, scraper, or other similar rubber-tired equipment and recommendations for dealing with unstable soils if encountered.

We will obtain bulk samples of proposed fill or backfill soils and conduct laboratory testing to determine the standard or modified Proctor maximum dry density. We will perform requested field density testing of fill or backfill soils.

#### Foundation Bearing Surface Evaluations

The foundation system will consist of shallow foundations. Our representative will be on site to perform foundation bearing surface testing. Geo-Hydro's recommended approach to the testing of shallow foundation excavations bearing in soil is to perform hand auger and dynamic cone penetrometer testing at select locations. We will perform these tests in accordance with the general guidelines established in ASTM STP-399. If the required bearing capacity is not available based on our evaluations, remedial recommendations will be provided in a timely manner so as not to unnecessarily delay the construction process.

### Observation of Reinforcing Steel

Our representatives will be present to observe that concrete reinforcing steel is in compliance with the project documents for quantity, size, and location. Typically, our site representative will compare the as-built condition of the reinforcing steel to the approved structural and shop drawings. If any discrepancies are observed, they will be immediately brought to the attention of the field personnel so that appropriate corrections can be implemented.

### Concrete Testing

Geo-Hydro's technicians will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will cast test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval. Please note that continuous monitoring of concrete placement is required to be in compliance with the IBC.

### Masonry Testing Services

We will sample and test the masonry in accordance with the project specifications and applicable ASTM standards. The mortar and grout specimens will be transported to our laboratory for subsequent compressive strength testing. We will also observe the installation of reinforcing steel during masonry construction and perform observation of structural masonry grouting as required by the IBC.

### Structural Steel Inspection and Testing

We will perform inspections and testing of the welded and bolted connections in accordance with appropriate codes and the requirements of the AISC 360, Chapter N. We will observe welding operations and perform visual inspections of the completed welds to confirm that the materials, procedures, and workmanship are in conformance with the construction documents. We will observe bolting operations to confirm conformance with the construction documents and the provisions of the RCSC specification.

We will perform inspections during placement of anchor rods and other embedment's for compliance with the contract documents. We will inspect the steel elements of composite construction which include placement and installation of steel deck and steel headed stud anchors for compliance with the contract documents.

### NPDES Compliance Scope of Services

The purpose of the services proposed herein will be to help achieve compliance with portions of the Georgia Environmental Protection Division's National Pollutant Discharge Elimination Systems (NPDES) General Permit Number GAR100001 (NPDES Permit).

The proposed NPDES compliance services include the following:

- Task 1: Weekly and Rainfall BMP Inspections & Reporting
- Task 2: Analysis of Storm Water Turbidity Samples

### Task 1: Weekly and Rainfall BMP Inspections & Reporting

Qualified personnel provided by Geo-Hydro will inspect BMPs once every seven days and after each 0.5 inch 24-hour rainfall event, whichever occurs first. The inspector will observe the erosion and sediment control measures in an effort to evaluate if they have been correctly installed and maintained as designed. Qualified personnel will also observe areas of the site that have undergone final stabilization once per month. The inspections will be performed until a Notice of Termination (NOT) is filed with Georgia EPD by the primary permittee. Storm water discharge points will also be observed to see whether erosion control measures are effective in preventing significant impacts to receiving waters.

A BMP inspection worksheet report summarizing the scope of the inspection will be prepared and submitted to the primary permittees following each BMP inspection. The report will identify areas of non-compliance and provide recommended actions for resolution.

Please note that there is some uncertainty in determining what a State or municipal regulatory inspection team will define as a deficiency. Existing field conditions thought to be in compliance may be interpreted by the regulators as a deficiency. The permittee's defense against any regulatory action is to prove that BMPs have been properly designed, installed, and maintained.

### Task 2: Storm Water Collection and Turbidity Analysis

Under the GAR100001 permit, storm water discharges are required to be sampled once after clearing and grubbing are completed and once after 90 days have passed since the clearing and grubbing phase or when mass grading is complete. In addition, if BMPs are found not to be properly designed, installed, or maintained after 90 days have passed since the clearing and grubbing phase or when mass grading is complete, then turbidity samples are to be taken for every 0.5-inch 24-hour rainfall event until those BMPs are found to be properly designed, installed, and maintained. Storm water samples will be collected and analyzed by Geo-Hydro for turbidity in accordance with the GAR100001 permit.

Proposal Assumptions: It is assumed that the primary permittees (owner and general contractor) will provide the following:

- Electronic copy of the site ES&PC Plan.
- Preparation and submittal of the Notice of Intent (NOI) and Notice of Termination (NOT).
- Site superintendent will conduct daily inspections and record rain gauge log.
- Site superintendent will file BMP compliance documents on-site.
- Access to GEOS for submitting turbidity results.

### Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

### Limitations of Service

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

### FEE

We have included a budgetary cost estimate based on preliminary scheduling information and our understanding of the scope of services required for this project. There is no precise way of determining our final costs since they will depend on the actual construction schedule, weather, and other factors beyond our control. Therefore, we will bill for all of our services on a unit-rate basis in accordance with the attached Schedule of Fees.

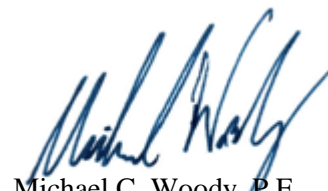
\* \* \* \* \*

If this proposal is acceptable, please authorize our services by executing and returning the attached acceptance sheet. We look forward to working with you on this project. Please contact us if you have any questions.

Respectfully,

Geo-Hydro Engineers, Inc.

  
Johnny G. Beckman, P.E.  
Senior Project Manager  
[jbeckman@geohydro.com](mailto:jbeckman@geohydro.com)

  
Michael C. Woody, P.E.  
Kennesaw CMT Manager  
[mwoody@geohydro.com](mailto:mwoody@geohydro.com)

JGB\MCW\241032.P0 Cartersville Fire Station 5 Proposal

City of Cartersville  
 Fire Station 5  
 Cartersville, Georgia  
 Geo-Hydro Proposal Number 241032.P0

**CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS COST BREAKDOWN**

**Soils Density & Subgrade Evaluations**

Subgrade Evaluations and Field Density Testing (Based on 30 days at 6 hours per day)

180 hours	Senior Special Inspections Technician	at	\$75.00 per hour	\$13,500.00
Laboratory Testing				
1 tests	Standard Proctor Tests	at	\$200.00 per test	\$200.00
Project Management				
15 hours	Senior Project Manager	at	\$160.00 per hour	\$2,400.00
Travel				
30 trips	40 Miles per Trip	at	\$0.67 per mile	\$804.00
				<b>Subtotal</b>
				<b>\$16,904.00</b>

**Foundation Testing & Observations**

Shallow Foundation Evaluation(Based on 4 trips at 4 hrs. average per trip)

16 hours	Senior Special Inspections Technician	at	\$75.00 per hour	\$1,200.00
Project Management				
4 hours	Senior Project Manager	at	\$160.00 per hour	\$640.00
Travel				
4 trips	40 Miles per Trip	at	\$0.67 per mile	\$107.20
				<b>Subtotal</b>
				<b>\$1,947.20</b>

**Cast-in-Place Concrete, Grout Testing and Reinforcing Steel Inspection**

(Based on 12 trips at 5 hrs. average per trip)

60 hours	Senior Special Inspections Technician	at	\$75.00 per hour	\$4,500.00
Cylinder Pickup (Based on 12 trips at 2 hrs. per trip)				
24 hours	Senior Special Inspections Technician	at	\$75.00 per hour	\$1,800.00
Laboratory Testing				
80 specimens	Concrete Cylinders	at	\$20.00 per specimen	\$1,600.00
Project Management				
12 hours	Senior Project Manager	at	\$160.00 per hour	\$1,920.00
Travel				
24 trips	40 Miles per Trip	at	\$0.67 per mile	\$643.20
				<b>Subtotal</b>
				<b>\$10,463.20</b>

**Masonry Testing and Inspections**

Masonry Inspections (Based on 6 trips at 4 hrs. average per trip)

24 hours	Senior Engineering Technician	at	\$75.00 per hour	\$1,800.00
Sample Pickup (Based on 4 trip at 2 hrs. per trip)				
8 hours	Senior Engineering Technician	at	\$75.00 per hour	\$600.00
Laboratory Testing				
24 specimens	Grout Specimens	at	\$25.00 per specimen	\$600.00
Project Management				
6 hours	Senior Project Manager	at	\$160.00 per hour	\$960.00
Travel				
10 trips	40 Miles per Trip	at	\$0.670 per mile	\$268.00
				<b>Subtotal</b>
				<b>\$4,228.00</b>



City of Cartersville  
Fire Station 5  
Cartersville, Georgia  
Geo-Hydro Proposal Number 241032.P0

**Steel Inspections**

Visual Observations (Based on 4 trips at 6 hrs. average per trip)				
24 hours	Structural Steel Inspector	at	\$150.00 per hour	\$3,600.00
Non Destructive Testing (Based on 2 trips at 6 hrs. average per trip)				
12 hours	CWI/ANST Certified Weld Inspector	at	\$150.00 per hour	\$1,800.00
Project Management				
4 hours	Senior Project Manager	at	\$160.00 per hour	\$640.00
Travel				
8 trips	40 Miles per Trip	at	\$0.67 per mile	\$214.40
			<b>Subtotal</b>	<b>\$6,254.40</b>

**NPDES Best Management Practices (BMP) Inspections**

NPDES INSPECTIONS (Based on 14 months)				
Weekly and Rainfall BMP Inspections & Reporting				
14 months	Senior Special Inspections Technician	at	\$600.00 per month	\$8,400.00
			<b>Subtotal</b>	<b>\$8,400.00</b>

<b>ESTIMATED COST FOR CMT SERVICES</b>	<b>\$48,196.80</b>
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# Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

City of Cartersville New Water Department  
Cartersville, Georgia  
Geo-Hydro Proposal Number 241032.P0

## FIELD TESTING SERVICES

### Soil, Concrete, and Miscellaneous Testing

Engineering Technician, per hour .....	\$ 70.00
Senior Engineering Technician, per hour .....	\$ 75.00
Special Inspection Technician, per hour .....	\$ 110.00

### Steel Testing

Structural Steel Inspector, per hour .....	\$ 150.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day .....	\$ 100.00
Ultrasonic Flaw Detector, per day .....	\$ 150.00

### Coring - Pavement or Concrete

Equipment Rental (generator & coring machine), per day .....	\$ 200.00
Diamond Bit Usage, per inch diameter, per lineal inch .....	\$ 3.00
Coring Technician, per hour .....	\$ 85.00

### Special Field Test Equipment

Floor Flatness Test Equipment, per day .....	\$300.00
Windsor Probe, per shot .....	\$ 50.00
Nuclear Density Gauge, per day .....	\$100.00
Pavement Quality Indicator (PQI) Non-Nuclear Density Gauge, per day .....	\$100.00
StructureScan Mini all-in-one high-resolution GPR, per day .....	\$500.00
Thermal Imaging Camera, per day .....	\$300.00

NOTE: Above special field test equipment requires an operator billed at the appropriate hourly rate.

StructureScan Mini all-in-one high-resolution GPR, half day .....	\$1,000.00
<i>(Includes travel, operator, and report)</i>	
StructureScan Mini all-in-one high-resolution GPR, full day .....	\$2,000.00
<i>(Includes travel, operator, and report)</i>	

## NPDES SERVICES

NPDES Inspection, per trip .....	\$ 200.00
Monthly Monitoring Report, each .....	\$ 200.00
Automatic Storm Water Sampler, per month .....	\$ 300.00
Turbidity Analysis, each .....	\$ 50.00

## PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour .....	\$ 250.00
Senior Project Manager/Senior Registered Engineer, per hour .....	\$ 200.00
Project Manager/Registered Engineer, per hour .....	\$ 160.00
Special Inspection Professional, per hour .....	\$ 115.00
Staff Professional, per hour .....	\$ 115.00
Engineering Aide, per hour .....	\$ 85.00
Administrative Assistant, per hour .....	\$ 65.00

# Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

City of Cartersville New Water Department  
Cartersville, Georgia  
Geo-Hydro Proposal Number 241032.P0

## LABORATORY TESTING SERVICES

### Soil-Cement/Cement Treated Base Mix Design Testing

Mix Design with up to Three Cement Amendment rates, each .....	\$3,000.00
Proctor Compaction Tests (ASTM D558), each .....	\$ 300.00
Soil-Cement Specimens, Compressive Strength, per specimen .....	\$ 30.00

### Soil & Graded Aggregate Base Material

Proctor Compaction Tests	
Standard (ASTM D-698), each .....	\$ 200.00
Modified (ASTM D-1557), each .....	\$ 250.00
Atterberg Limits (ASTM D-4318), each .....	\$ 125.00
Soil Particle Size Analysis with Hydrometer (ASTM D-422), each .....	\$ 200.00
Particle Size Analysis of Coarse Aggregate (ASTM C-136), each .....	\$ 200.00

### Concrete, Grout, Mortar, and Masonry

Cylinders, Compressive Strength (ASTM C-39), per cylinder .....	\$ 20.00
Beams, Flexural Strength (ASTM C-78), each .....	\$ 30.00
Concrete Cores, Lab Preparation and Compressive Strength	
Testing, (ASTM C-42), each .....	\$ 75.00
Cube Specimens (2" x 2"), Lab Preparation and Compressive	
Strength Testing (ASTM C-109), each .....	\$ 20.00
Masonry Grout Compressive Strength, Lab Preparation	
and Compressive Strength Testing, (ASTM C-1019), each .....	\$ 25.00
Masonry Prisms, Lab Preparation and Compressive Strength	
Testing, (ASTM C 1314), each .....	\$ 200.00
Concrete Masonry Unit (CMU) Lab Preparation and	
Compressive Strength Testing, (ASTM C 140), each .....	\$ 200.00

### Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each .....	\$ 350.00
Core Density and Thickness Determination, each .....	\$ 45.00
For cores which require splitting add, each .....	\$ 15.00
Theoretical Voidless Density Determination (AASHTO T-209), each .....	\$ 300.00

## MISCELLANEOUS

Mileage, per mile .....	\$ 0.67
Authorized Ancillary Expenses .....	Cost + 15%

- Hourly rates are portal to portal. -All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5. A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.

**AGREEMENT**

Meeting: January 18, 2024 Item 11.

Project Name: City of Cartersville Fire Station 5

Project Location: Cartersville, Georgia

Proposal Number: 241032.P0 Date: January 9, 2024

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between

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

**GEO-HYDRO ENGINEERS, INC.**

\_\_\_\_\_  
Client Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name and title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of City Clerk

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

Please complete information in box

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



# TERMS AND CONDITIONS OF SERVICE

Meeting: January 18, 2024 Item 11.

## A. STANDARD OF CARE.

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

## B. CERTIFICATION.

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

## C. WARRANTIES.

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

## D. EXISTING CONDITIONS.

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

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

### (i) SAMPLING OR TEST LOCATION.

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

## (ii) HAZARDOUS SUBSTANCES.

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

## (iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

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

## E. AQUIFER CONTAMINATION.

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

## F. SAMPLES, DATA AND RECORDS.

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



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

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

**G. ENTRY.**

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

**H. FIELD MONITORING AND TESTING.**

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

**I. SAFETY.**

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

Consultant does not include review Meeting: January 18, 2024 Item 11. measures in, on, adjacent to, or near the construction site.

**J. FREEDOM TO REPORT.**

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

**K. PAYMENT.**

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

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

**L. TERMINATION.**

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

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

**M. PROFESSIONAL LIABILITY.**

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

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

**N. INDEMNIFICATION.**

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

**O. CONFIDENTIALITY.**

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

**P. NON-CIRCUMVENTION. (DELETED)**

**Q. GOVERNING LAW; VENUE.**

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

**R. SEVERANCE; SURVIVAL.**

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

**S. EXECUTION.**

This Agreement may be executed in Meeting: January 18, 2024 Item 11. in original, but all of which shall together constitute one document. In the event one or more of the parties intends to sign and deliver this Agreement by facsimile transmission, ".pdf", or "jpeg," each party agrees that the delivery of the Agreement by facsimile, ".pdf", or "jpeg" shall have the same force and effect as delivery of original signatures, and each party may use such facsimile, ".pdf", or "jpeg" signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

**T. REPRESENTATIONS.**

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

**U. MISCELLANEOUS.**

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

Meeting: January 18, 2024 Item 11.

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

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

048636  
EEV/ Basic Pilot Program\* User Identification Number

[Signature]  
BY: Authorized Officer or Agent

Geo-Hydro Engineers, Incorporated  
Contractor Name

Principal  
Title of Authorized Officer or Agent of Contractor

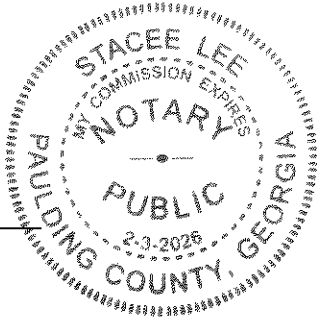
Same  
DBA: Name

Brian Ingram  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF January 10, 2024

Notary Public [Signature]  
My Commission Expires 2-3-26



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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	SpryPoint Customer Portal- Discovery and Integration documents
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	SpryPoint has submitted a discovery and two integration agreements for approval as we move forward with the Customer Portal implementation. These agreements have been reviewed internally and with our partners InvoiceCloud and Sensus. We are requesting Council approval of these agreements.
<b>LEGAL:</b>	Reviewed by Archer & Lovell

**SpryPoint**  
SMART SOLUTIONS FOR SMART UTILITIES



# SpryEngage Discovery

Presented to:

**CITY OF  
CARTERSVILLE**

45 Queen Street  
Charlottetown, PE  
C1A 4A4, Canada

[sprypoint.com](http://sprypoint.com)



# Executive Summary

SpryPoint conducted SpryEngage discovery analysis and platform review sessions with the staff of Cartersville during November 20, 2023. The session was focused on understanding the City of Cartersville's current internal processes. This session also explored how the SpryEngage Customer Portal Platform will replace the current customer portal that the City of Cartersville uses for customer facing processes. The primary objective of this session was to document Cartersville's current processes and to identify any functional areas that would require modification or enhancement. The discussions were focused on several key business processes. These discussions included:

- Customer Portal
- Alerts and Notifications
- Forms
- Administration
- Campaigns

This document will outline, at a high-level, how SpryEngage will meet Cartersville's business needs. In addition, this document will provide recommendations on changes to processes that will take advantage of features that SpryEngage provides.

Overall, our findings were that SpryEngage covers the current Cartersville processes effectively. A list of system gaps identified during the discovery session can be found in **Appendix A**.

We thank the City of Cartersville staff for the time and input they allocated for the discovery sessions and welcome any edits in our understanding as documented.

### Statement of Confidentiality

The contents of this proposal are confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of SpryPoint.

## Authors

Name	Role
BK Kwee	Project Manager
Wylie Tanton	SpryEngage Implementation Consultant

## Document History

Date	Version
<b>November 20th, 2023</b>	Draft 1.0

## Attendees

Name	Role
Freddy Morgan	Executive Sponsor/Project Manager
Tara Mathis	Project Manager
Jackie Medina	Lead CSR
Brent Beck	Water
Demi Castillo	Utility Billing
John Dooloey	Electric
Lynn Gayton	Stormwater/PW
Anna Grier	Electric
Ryan Malone	Gas
Jack Thomson	IT

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# Background

The City of Cartersville provides its customers with water, sewer, electric, gas, and fiber service. Cartersville Electric System has been providing service to Cartersville and a section of Bartow county since 1904. Cartersville Gas System has been providing service to customers since 1954 which consists of more than 315 miles of distribution mains. It is currently serving over 10,000 customers with natural gas. Cartersville Water Department has been serving customers since 1893. The City of Cartersville has chosen SpryEngage to replace their current utility billing customer portal.

## Definitions

Term	Meaning
<b>CIS</b>	Customer Information System
<b>AMI</b>	Advanced Metering Infrastructure
<b>AMR</b>	Advanced Meter Reading
<b>CSR</b>	Customer Service Representative

## 1.0 Self-Serve Portal

The City of Cartersville currently offers all its customers the ability to view and pay bills through the Customer Web portal which utilizes Invoice Cloud as the backend payment processor. The landing page provides the customer an option to sign up or sign in with their current credentials. Once registered, functionality includes viewing historic billing information, sign up for paperless billing and auto pay.

SpryEngage's primary role will be to replace the Customer Web portal as a place for customers to pay their bill online but keep InvoiceCloud as the payment processor. SpryEngage will also bring an enhanced customer-facing experience for accessing account data. As detailed below, SpryEngage allows the customer to manage payments, statements, forms and consumption.



## 1.1 Sign Up

### City of Cartersville Customer Web Portal - Sign Up

City of Cartersville's portal supports a self-service sign-up process. Customers can sign up and create a profile through InvoiceCloud and then link their existing account. To do so, the customer must provide a City of Cartersville account number and email address. Once the profile is created, the account can be linked and this will allow the customer to begin using the portal.

Please use a browser that supports Transport Layer Security (TLS) versions 1.1 and 1.2, such as Google Chrome or Mozilla Firefox. If your operating system is Windows XP or Vista, the Internet Explorer browser is no longer compatible with TLS 1.1 or 1.2.

Customers who choose to pay with a credit card or debit card will be charged a \$4.25 convenience fee per \$400 transaction.

To pay securely over the phone, call 855-985-1127. Please have your City of Cartersville account number available.

To pay online without creating an account, visit <http://www.invoicecloud.com/cartersvillega>

[Frequently Asked Questions](#)

### Login

**Username**  
Enter a Username

**Password**  
Enter a Password

[Forgot your username?](#)  
[Forgot your password?](#)

[Login](#)

[Register New User](#)

Figure 1: Register for a new Profile

## Sign Up – SpryEngage

### Customer Managed Sign Up

Once an account is created in Cogsdale, this data is then synced into SpryEngage. When using Invoice Cloud as the integrated payment processor, customers may register once the Cogsdale account information is sent into Invoice Cloud. This typically happens when either the new account charges are sent to Invoice Cloud or the customer is billed and the new account is sent within the BIF (Biller Invoice File). Only when both Cogsdale and Invoice Cloud are aware of the account can the customer then proceed with registration in SpryEngage. The sign-up validation process will require the customer to enter their account number and their last bill amount. In practice, the sync between SpryEngage and Cartersville's Cogsdale CSM will validate the account number against the two most recent bills.

Along with the validation, the customer will have to enter their email address, phone number, opt-in for various notifications, and accept the terms and conditions. The

validation is done dynamically via web service and a user interface element will let the customer know if the account passes validation.

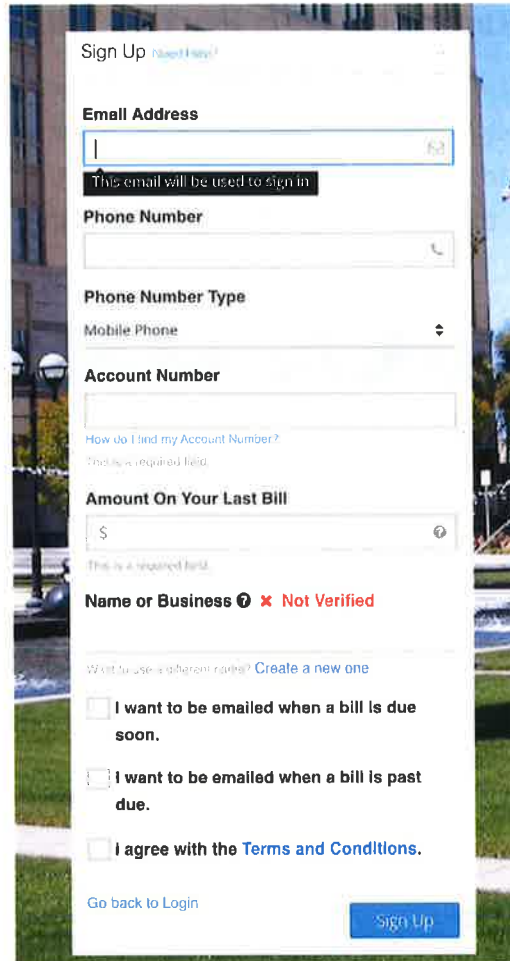
A screenshot of a mobile application's 'Sign Up' form. The form is white with a blue header and footer. It contains several input fields: 'Email Address' with a placeholder and a note 'This email will be used to sign in'; 'Phone Number' with a phone icon; 'Phone Number Type' with a dropdown menu set to 'Mobile Phone'; 'Account Number' with a note 'This is a required field.' and a link 'How do I find my Account Number?'; 'Amount On Your Last Bill' with a dollar sign and a note 'This is a required field.'; and 'Name or Business' with a red 'Not Verified' status. Below these are three checkboxes: 'I want to be emailed when a bill is due soon.', 'I want to be emailed when a bill is past due.', and 'I agree with the Terms and Conditions.'. At the bottom, there is a 'Go back to Login' link and a blue 'Sign Up' button.

Figure 2: Sign Up Portal

Once all the information is entered and validated, the customer will be sent a validation email that will also prompt them to create a password to complete the sign up process. The customer may now login and access the SpryEngage platform.

## Utility Managed Sign Up

If a customer is unable to complete the sign up or otherwise request the sign up from the utility, the Cartersville staff with SpryEngage Customer Service Representative permissions may initiate this process on behalf of the customer. To support this request, the Cartersville customer service representative will initiate the invitation process via the contact record in SpryEngage. This process will send the customer a validation email that prompts them to confirm their email address and create a password. In the scenario that the customer has multiple location records linked to their customer record, subscribing to one account will also include a subscription for all accounts. The customer will be able to navigate through all their active or inactive accounts to access previous account history.

## SpryEngage Registration Process

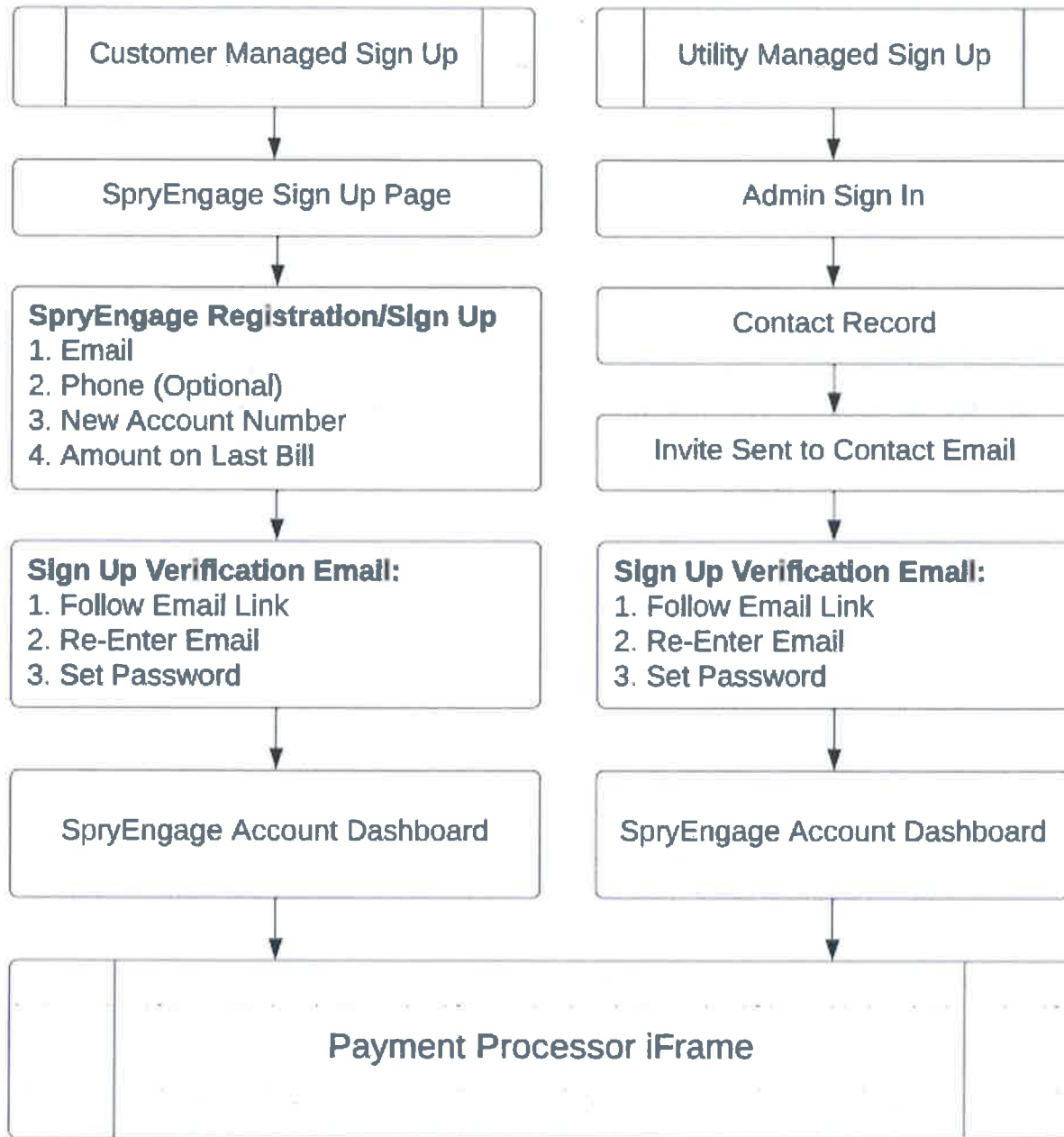


Figure 3: SpryEngage Signup Workflow

### Conclusion/Gaps - Customer Sign Up

SpryPoint **meets** the business requirements of the customer sign up process. Please note that leveraging of current portal user credentials will depend on the current Customer Web integration with Invoice Cloud and what is available to SpryEngage at go-live. Further investigation will take place once access to the production Invoice Cloud

environment is granted. If available, SpryEngage will utilize the customer's email address passed to Invoice Cloud for login rather than the username used in Customer Web.

## 1.2 Sign In - SpryEngage

### Home Page

When logged into the portal, the customer is brought to the home page. This page contains various elements such as call to action buttons, graphical and numerical consumption details and balance details. If desired, the customer can set guest access to their account for read-only or the customer can add additional full users to the account. This may be useful for providing access to a spouse or roommate which will allow them permission to take action on the account. This functionality is tied to the enablement of Invoice Cloud's multi-customer and co-owner feature. This must be enabled to support these features in SpryEngage.

### Current Balance

The Current Balance tile (*Figure 4*) presents the customer's account information, account balance and account balance due date. From this tile a customer can navigate to "Make a Payment" or "View Current Bill".

### Calls to Action

The Call to Action tiles support up to 5 tiles in the middle of the page upon loading into the home screen. The displayable tiles are, but not limited to Paperless Billing, AutoPay, Pay-By-Text and My Wallet. The City of Cartersville's payment processor, will manage these actions through the integration into SpryEngage. Upon the successful sign-up of a call to action tile, it will display a "Signed Up" indicator (*Figure 4*). After signing up, the tile will display an option to "Manage" the desired call to action tile.

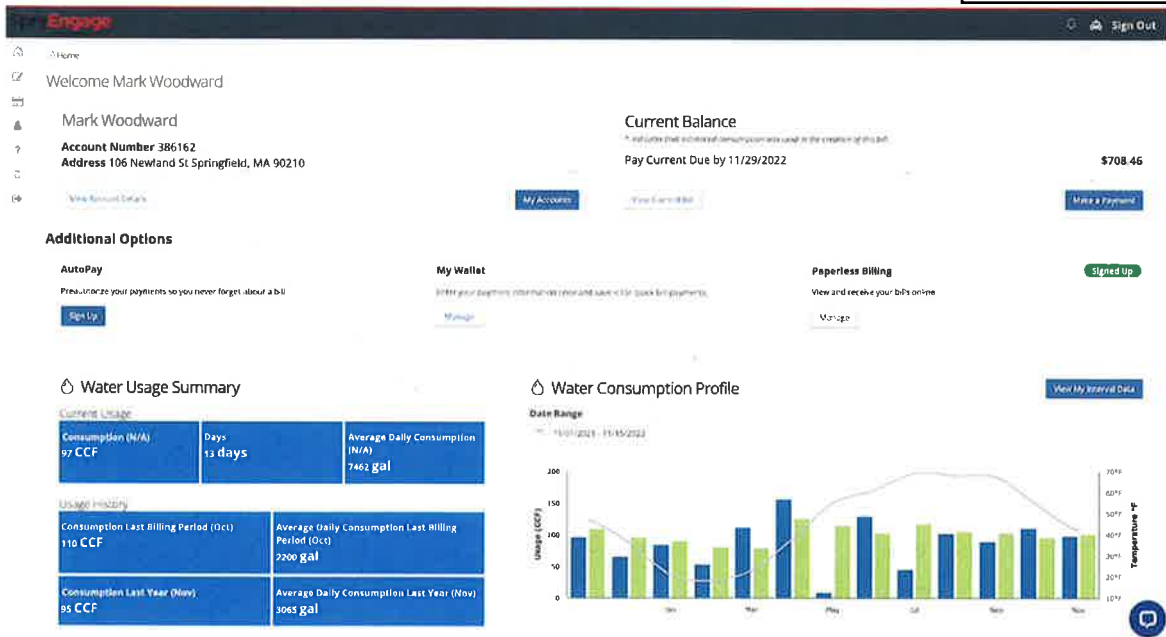


Figure 4: SpryEngage Home Page (Dashboard)

## Usage Summary

The Usage Summary tile details the current period and historic usage details on the account. These tiles will exist for each service bill on the account. For a City of Cartersville customer who receives water, electric and gas a usage summary detail will appear for each. This provides the customer with a quick visual of the current month’s usage against the previous period, last year’s same period and period averages. This provides the customer a quick numeric recap of their usage.

## Consumption Profile

The Consumption Profile chart displays the customer’s billed usage in a bar chart format segmented by month along the x-axis. Displayed along the y-axis is the customer’s usage along with an overlay of the average temperature mapped to the utility’s location. Above the bar chart is the data range which can be set to include additional months on the bar chart for increased visibility. This chart will exist for water, electric (KW and KWh), and gas service. Along the bottom of the bar chart is an option to download the consumption profile data into a CSV file format.

## Conclusion/Gaps - Customer Sign In

SpryPoint **meets** Cartersville’s business requirements for the customer sign in functionality. As part of this implementation we will be supporting consumption information for water, gas and electricity.

## 1.3 Payment

### Cartersville - Payment

The City of Cartersville is currently utilizing the Customer Web portal as the customer facing platform with Invoice Cloud as the payment processor for bill payments. This system allows customers to make registered one time payments. InvoiceCloud also currently manages the customer's AutoPay and e-bill subscriptions. As part of this project, Cartersville will be transitioning to SpryEngage with Invoice Cloud being maintained as the integrated payment processor. The following SpryEngage payment processor integration example is to demonstrate how payment processors are integrated with SpryEngage.

### SpryEngage - Payment

In SpryEngage, payment options are dependent on the underlying payment processor chosen by the utility (InvoiceCloud). InvoiceCloud will also determine the accepted payment methods and channels (PayPal, Pay-by-Text, Amazon, Venmo etc.). This section explains the interaction of SpryEngage to the payment processor and the available payment options.

Members have two options through the SpryEngage portal to make payments on their account. This will be done as either a registered user or using the one-time payment feature. Within the registered SpryEngage experience, members may have the option to make a payment across multiple accounts at one time, save a payment method to a wallet and sign up for AutoPay. These options will be dependent on the client's contract with the payment processor chosen by the utility. Any additional convenience fees for using the online portal are left up to the utility.

By leveraging the one-time payment functionality, customers may pay without registering a profile. By navigating to the SpryEngage home screen, a one time payment option will be available. The criteria the customer must provide will be dependent on the payment processor. Often the customer simply has to provide the account number and/or zip code to be authenticated. They will then be provided the option to add a method of payment and select the amount they would like to pay against their account's balance.



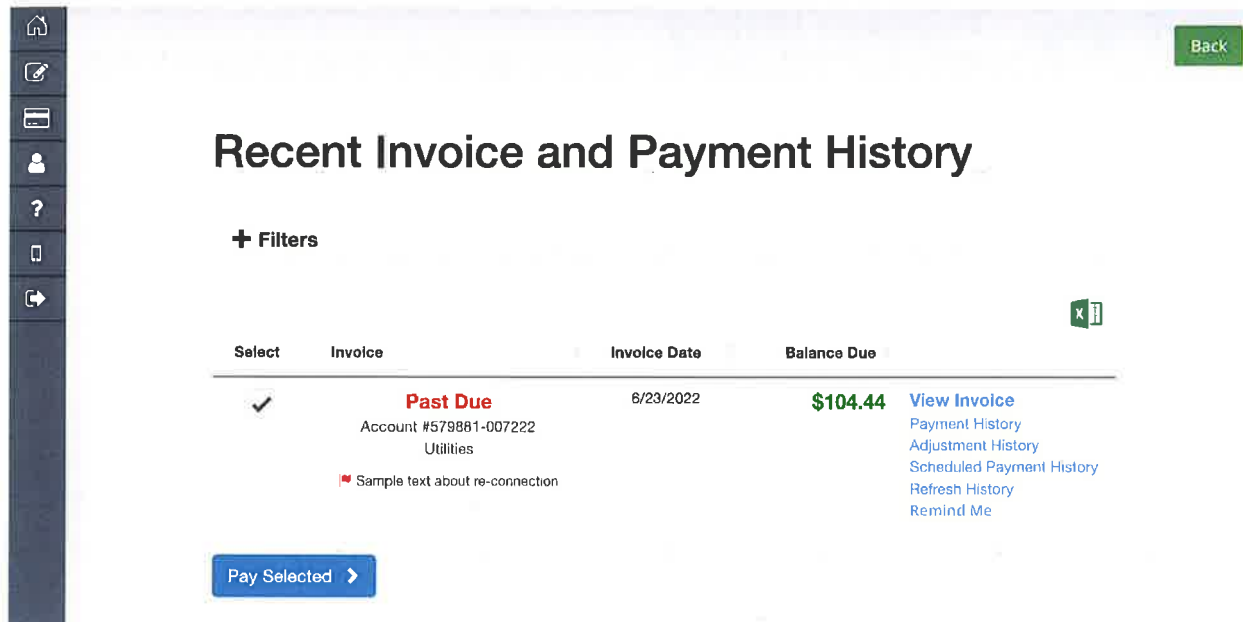


Figure 5: InvoiceCloud Payment Page within SpryEngage

From the portal login, the customer can navigate to the payment section, select the payment method from the wallet or add one and proceed to the payment. All payments are posted on the portal without delay with a pending status. Once the payment is processed, the customer will receive a confirmation email of the payment.

## AutoPay

### Manage

[+ New AutoPay Setup](#)

Save trees, checks, stamps, and time. Sign up for AutoPay and pay invoices automatically on their AutoPay collection date. AutoPay will automatically pay invoices on their due date using your default payment method. AutoPay will send you an email confirmation of your transaction as each invoice is paid, automatically.

**i** You are not set up on AutoPay.

You may set up AutoPay by clicking [here](#).

Figure 6: InvoiceCloud AutoPay Page within SpryEngage

## Conclusion/Gaps - Payment

SpryPoint **meets** the business requirements for the payment section.

## 1.4 Payment History

### City of Cartersville System - Payment History

Payment history is currently displayed by linking to Invoice Cloud inside Cartersville’s Customer Web portal. There appears to be no restriction on the historical payment history available for the customer to review.

## SpryEngage - Payment History

To view the payment history, the customer uses the “Billing” tab, located on the side navigation bar. The page simply shows the payment history, including the dates and amounts, along with the statement history and the current balance.

The history can be downloaded in CSV format or copied to the clipboard.

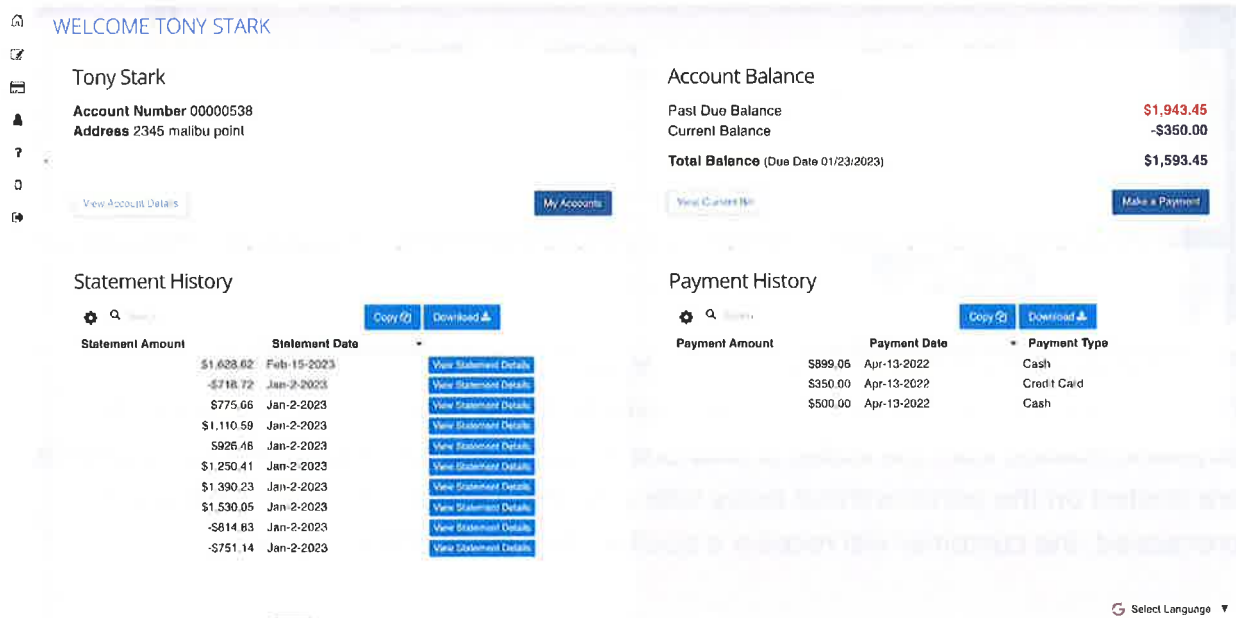


Figure 7: Billing Page - Payment History

## Conclusion/Gaps - Payment History

SpryPoint **meets** the business requirements for Payment History.

## 1.5 Billing

### City of Cartersville System - Billing

The City of Cartersville utilizes two separate streams of bill rendering based on the account’s e-bill preference. For accounts receiving a paper bill copy, Cogsdale generates a file for their bill print vendor Arista who renders and prints the bill. For customers on electronic billing, Invoice Cloud leverages PDFs rendered on CSM web service using a Crystal Reports template. Customers may then access the PDF rendering from within the Customer Web portal and Invoice Cloud.

## SpryEngage - Billing

To view the statement history, the customer uses the “Billing” tab located on the side navigation bar. The page simply shows the statement history, including dates and amounts, along with the payment history and the current balance.

The history can be downloaded in CSV format or copied to the clipboard. There is also an option to download the PDF format of a given bill.

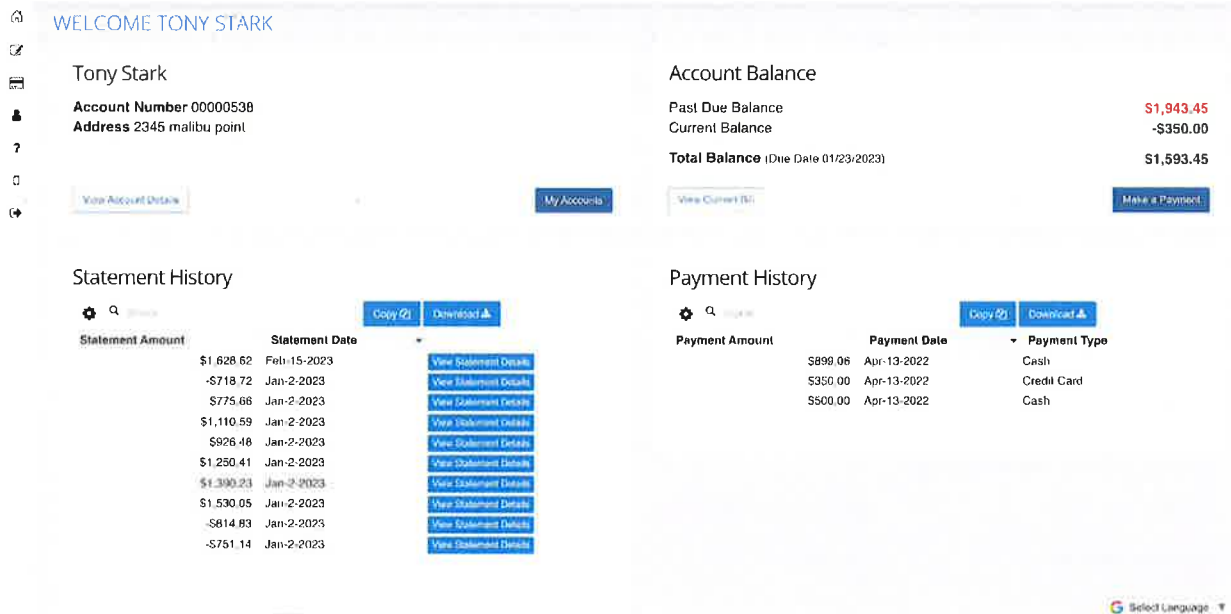


Figure 8: Billing Page - Statement History

## Conclusion/Gaps - Billing

Bill statements need to be provided to SpryEngage in a PDF format. This is currently not possible for customers with e-bill statements. Further investigation is required to understand how SpryEngage may retrieve rendered PDF bills. This enhancement is subject to the Change Order process.

## 1.6 Forms

### City of Cartersville - Forms

The City of Cartersville is currently utilizing a combination of Esri ArcGIS Survey123 and published PDFs for the management of electronic forms. The City of Cartersville has expressed interest in amalgamating electronic form management for utility related functions from Esri into the SpryEngage application.

# SpryEngage - Forms

In SpryEngage, forms can be found on the navigation sidebar for a customer who is logged into SpryEngage or published as a public form on the utility website not requiring authentication (e.g. Start service). The screen in SpryEngage displays all the possible forms that have been authored by the utility.

Forms can be embedded in the portal or directly on the utility website. Forms may be available publicly, portal only or both. During the configuration phase, SpryPoint will build some existing forms alongside the City of Cartersville team as a training tool should they wish to build any additional forms in the future.

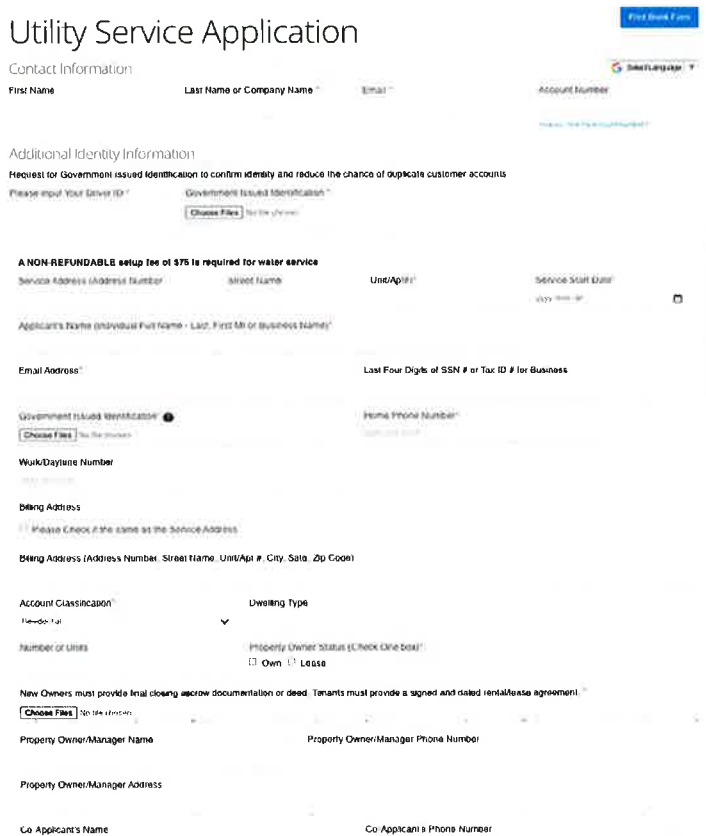


Figure 9: Portal Form Example

SpryEngage allows utilities to build new, modify existing, clone existing forms, by themselves to embed in the portal or website. Forms have the ability to be customized and reused, a workflow can be established for automated emails, approvals, and tracking of the form's status for both the customer and the utility users.



Figure 10: Form Builder/Editor

## Conclusion/Gaps - Forms

SpryEngage **meets** the business requirements of this section.

## 1.7 Profile Management

### City of Cartersville - Profile Management

In the Customer Web portal, there are not many profile configuration options. Customers can manage their contact preferences, auto pay and view their bills.

### SpryEngage - Profile Management

In SpryEngage, all changes to the profile can be made using the “Profile” navigation sidebar option. The Profile page allows the customer to modify their mailing address, display name, phone number, email address and alerts. With the exception of phone numbers, contact information will reside exclusively within the SpryEngage platform. Customers can also view form submissions as well as add multi-factor authentication, manage wallets and add additional utility accounts on their own.

For the integration of Cogsdale CSM to SpryEngage, SpryEngage will only send phone number updates back to CSM. However, reports may be generated to retrieve customer updates to email addresses, and/or mailing addresses.

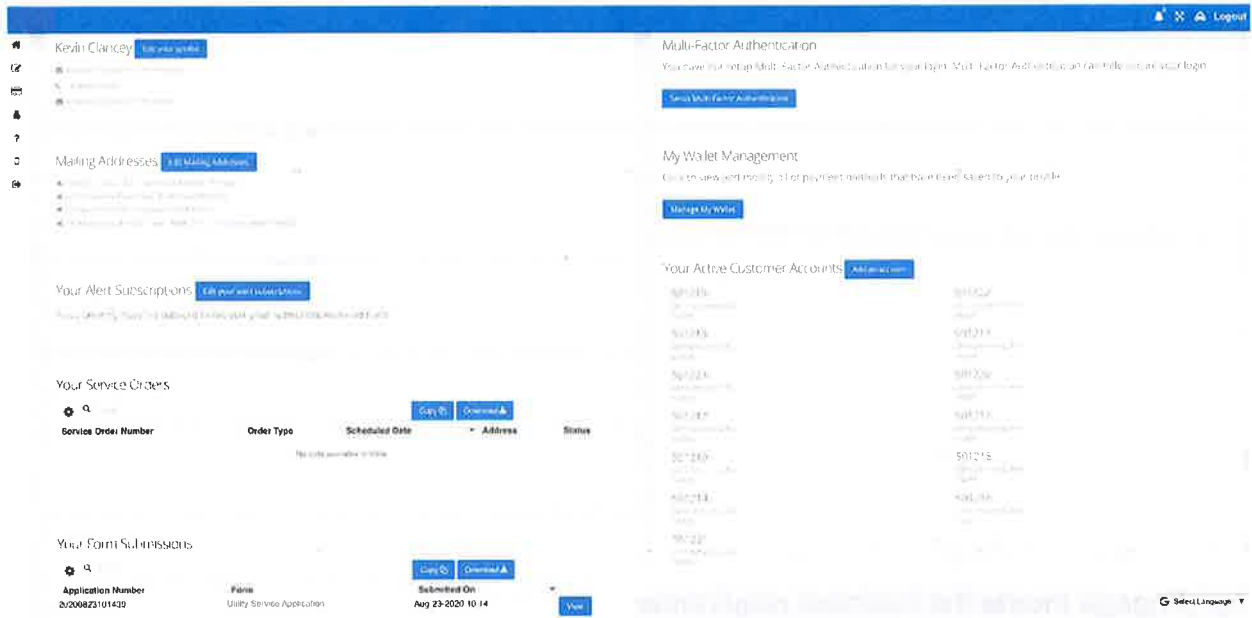


Figure 11: Profile Management Page

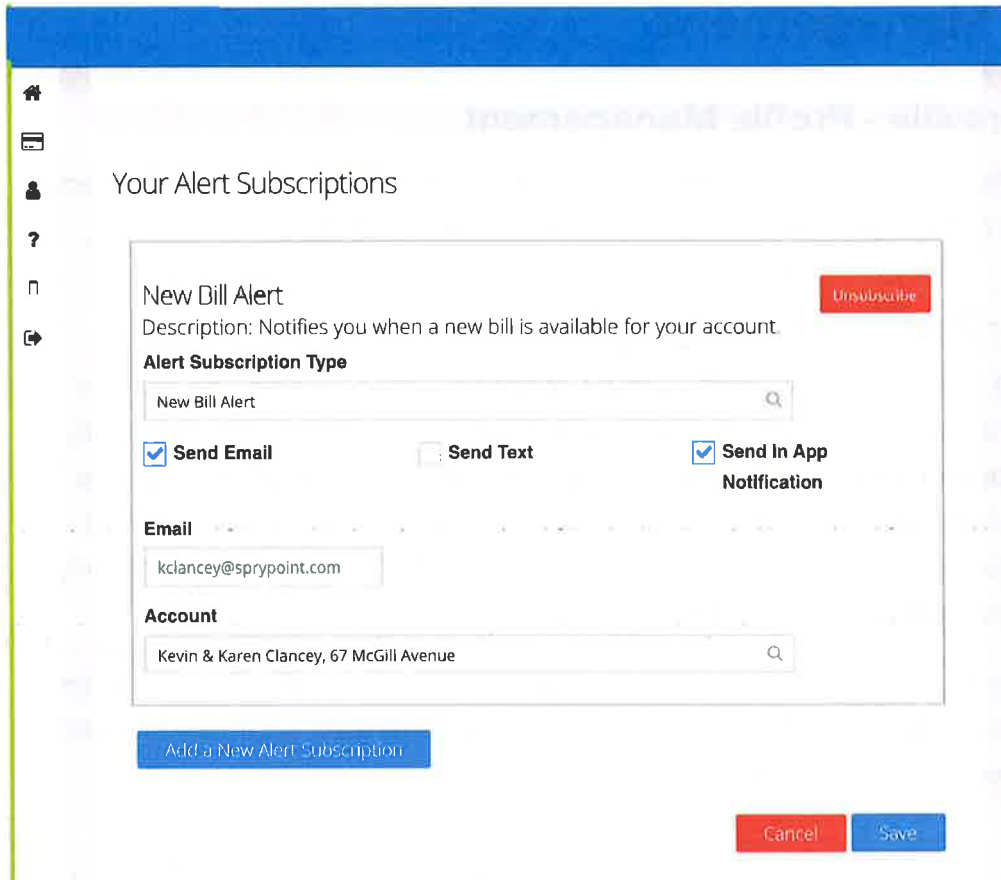


Figure 12: Alert Subscription Manager Tool

## Conclusion/Gaps - Profile Management

SpryEngage **meets** the business requirements for the Profile Management section.



# 1.8 Help and FAQ

## City of Cartersville - Help and FAQ

City of Cartersville offers an FAQ page on their public website here:

<https://www.cityofcartersville.org/customer-service/page/faq>

These may be replicated within SpryEngage for registered customers.

## SpryEngage - Help and FAQ

### FAQ

SpryEngage offers an online FAQ available through the “Help and FAQ” tab on the navigation sidebar. The content is replicated from the utilities FAQ and adapted to fit the SpryEngage navigation. The FAQ is not downloadable.

### Tour

A tour of the platform is offered on the first login. The tour highlights all the functionalities of the platform and offers useful insights on its use. Tours are also available on-demand for customers to re-initiate in the future as needed.

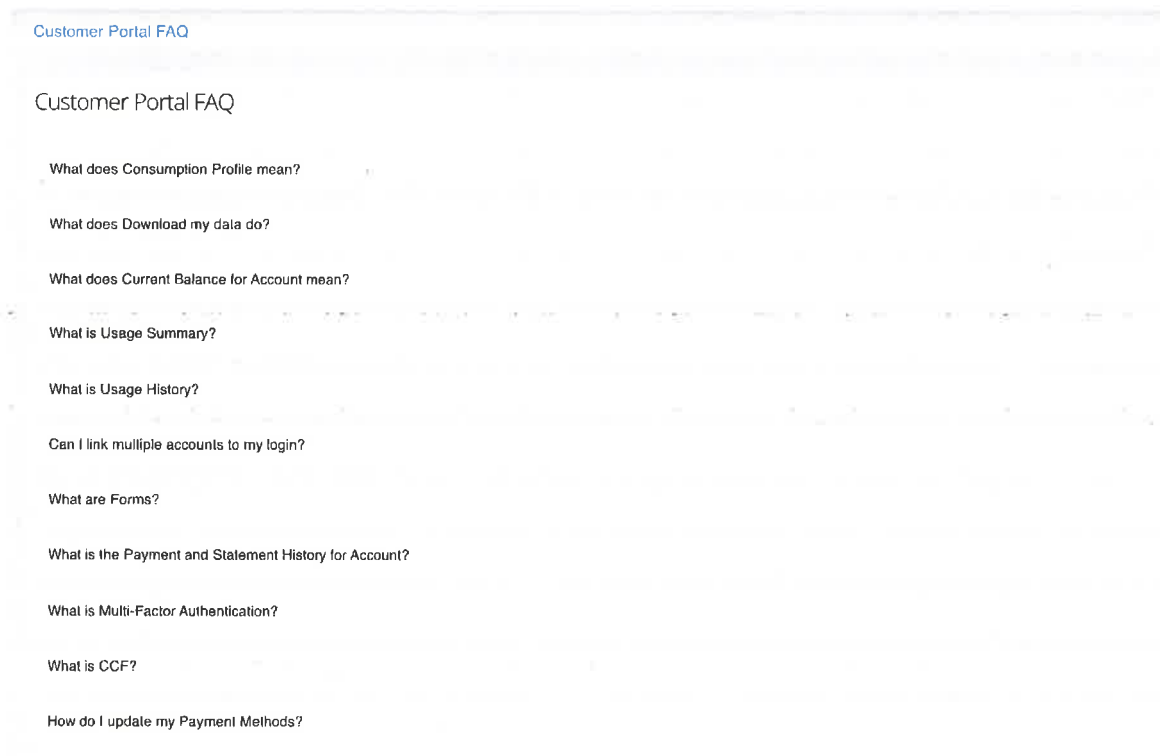


Figure 13: FAQ Page

## Conclusion/Gaps - Help and FAQ

SpryEngage **meets** the business requirements for Help and FAQs.

# 2.0 Campaigns

The City of Cartersville is currently not utilizing any mass communication tools. It was noted that the City of Cartersville is interested in the ability to target customers for programs utilizing campaigns from within SpryEngage.

## 2.1 In-App Campaigns

Campaigns within SpryEngage are used to provide a means of grouping contacts for the purposes of outbound communications. Campaigns may be used for a variety of purposes including but not limited to:

- Service interruptions
- Safety and water advisory notifications
- Conservation and efficiency programs
- Educational opportunities

Campaigns are created within the SpryEngage platform. Various elements can be set such as the start and end date, campaign name, body and means of communication (Email, SMS and Outbound Voice). The system will take into account the customer’s explicit opt-in to communications before sending any messages to the customer, however, if based on the utility’s judgment a message does not require explicit opt-in, this may be overridden.



Figure 14: Campaign Notification Editor

## 2.2 Email Campaigns

SpryEngage offers built-in email campaign management. This tool allows the utility to customize email templates for a campaign, collect and analyze campaign data and automate the campaigning process. Within the template builder, variable fields can be set such as full name, first name, last name, title, phone number and email address. SpryEngage also takes into consideration the customer’s opt-in status for communication.

New Email Template

**Template Name**

Template Name

Required

**Template Variables**

You can insert variables into your email subject and body. These will be replaced with information related to the contact you are mailing. You can insert a variable anywhere in your email subject or body by, for example, typing `$(contactName)`. Or you can use the "Variables" dropdown in the editor.

**Available variables:**

- `$(contactName)`: the full name of the contact.
- `$(contactFirstName)`: the first name of the contact.
- `$(contactLastName)`: the last name of the contact.
- `$(contactPhoneNumber)`: the primary phone number of the contact.
- `$(contactEmail)`: the email address of the contact.
- `$(contactTitle)`: the title for the contact such as Mr., Mrs, Dr. etc.

**Email Subject**

Email Subject

Required

**Email Body**

Rich text editor toolbar: Variables, Bold (B), Italic (I), Underline (U), Strikethrough (ABC), Link (X), Unlink (X), Bulleted List (B), Numbered List (13), Font Color (sans-serif), Background Color (A), Indent (≡), Outdent (≡), Text Color (T), Source Code (</>), and Close (X).

Save Cancel

Figure 15: Campaign Template Editor

## 2.3 SMS Campaigns

SpryEngage offers the same experience for SMS (text message) campaigns as those referenced in Email Campaigns. The SpryEngage platform allows the utility to customize SMS templates for a campaign, collect and analyze campaign data and automate the campaigning process. Within the SMS template builder, the SMS body can be tailored by the utility. Each template can be saved and reused in future campaigns if desired.

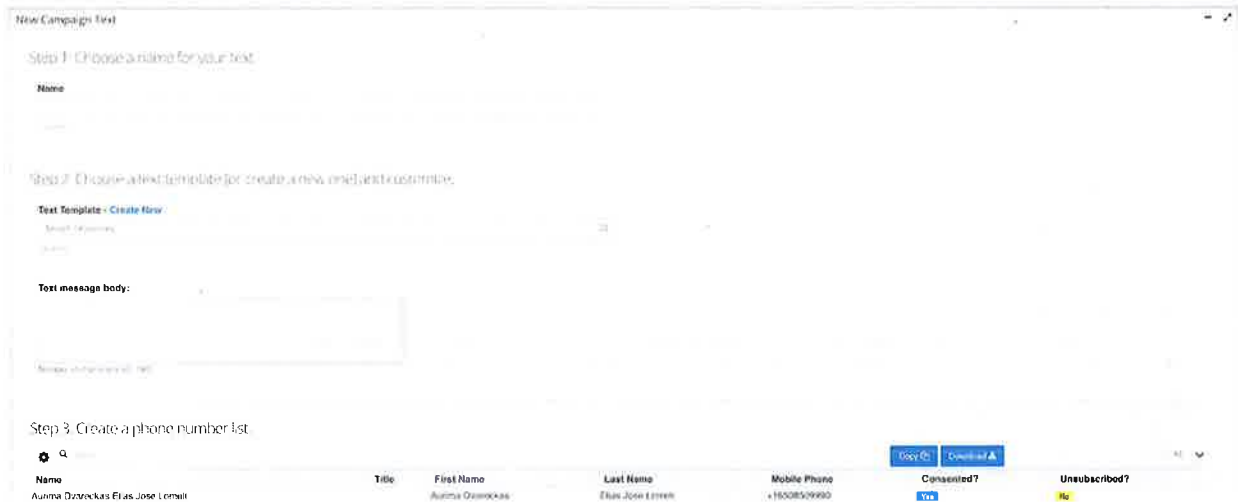


Figure 16: New Campaign Text

## 2.4 Outbound Voice Campaigns

SpryEngage also offers an option to send an outbound voice campaign. The outbound voice message sent to customers can be configured through text-to-speech or by uploading a pre-recorded message. Once the voice campaign has been sent, SpryEngage will collect data on messages that were received, failed, unanswered, busy and/or sent to voicemail.

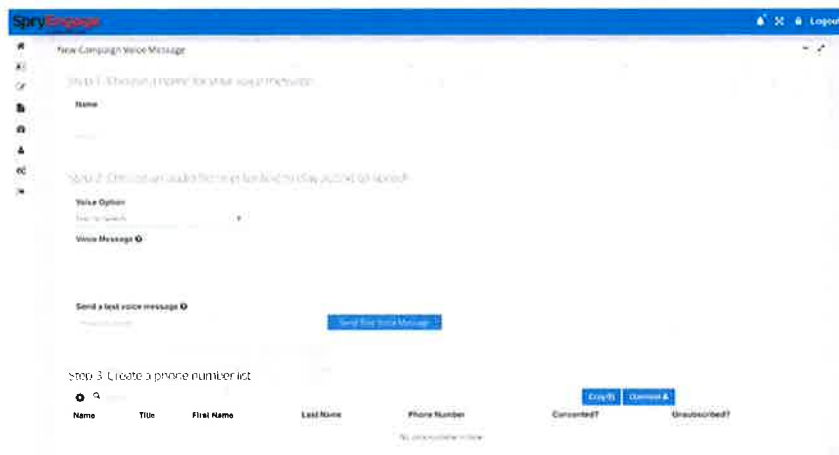


Figure 17: New Campaign Voice

## 2.5 Contact Segmentation

For campaigning, SpryEngage offers a large variety of segmentation options in order to have a granular selection of customers. Segmentation of contacts is commonly defined by those enrolled in a particular alert type, those assigned a particular tag or those selected based on geography via the Operations Dashboard Map feature (currently there is a limit to selecting a maximum of 5000 contacts at a time).

Add Campaign Contacts

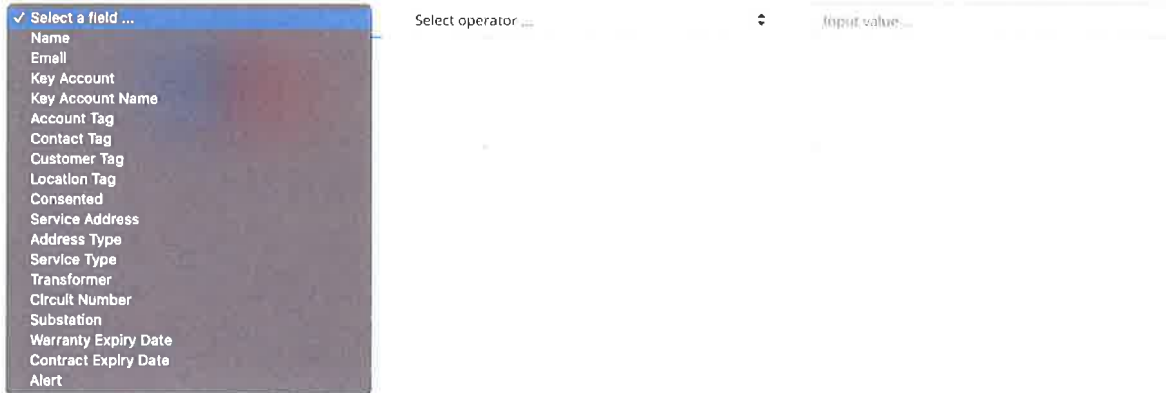


Figure 18: Campaign Contact Selector Page (Segmentation)

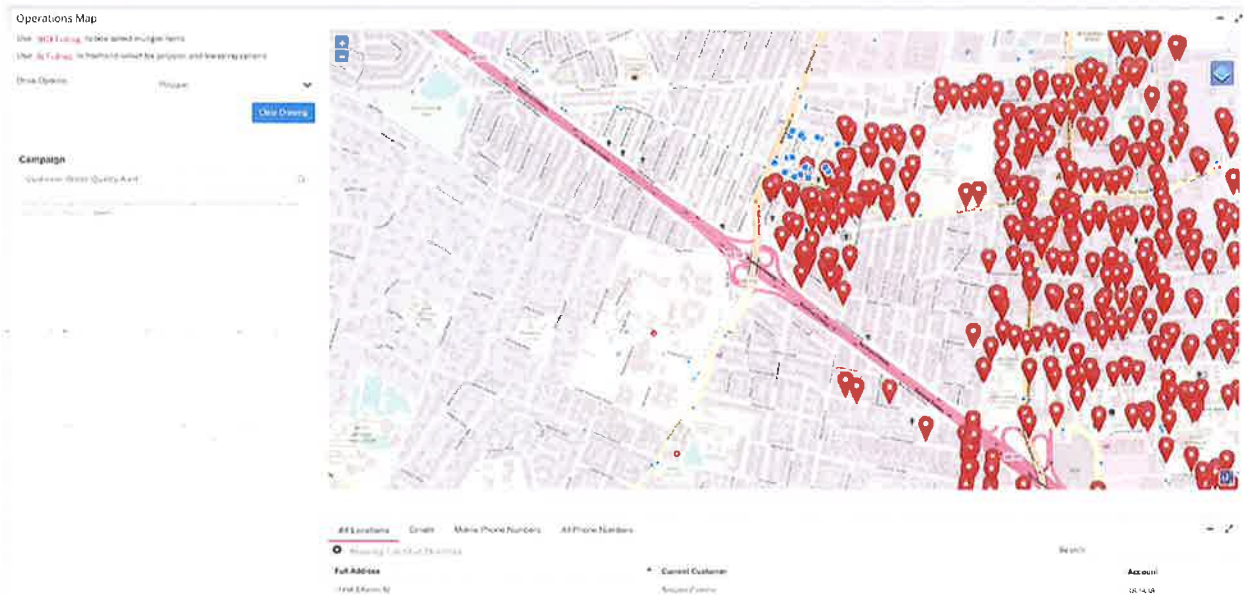


Figure 19: Operation Map Dashboard

## 2.5 Email/Text Templates

### SpryEngage - Email/Text Template

SpryEngage allows the utility to create and customize an email and SMS template for each campaign. In the email templates, variable fields can be set such as full name, first name, last name, title, phone number and email address. For SMS, the SMS body can be tailored by the utility. Each template can be saved and reused in future campaigns if desired.

### Conclusion/Gaps - Campaigns

SpryEngage **meets** the business requirements for Campaigns.



# Appendix A - Gaps Summary Grid

Category	Description	City of Cartersville Confirmed Requirement	Comments
<b>Invoice Cloud Leveraged Login</b>	Keep customer's profiles from Invoice Cloud to be moved over to SpryEngage.		To be investigated. Will be dependent on data available from Invoice Cloud.
<b>Bill Presentment</b>	Retrieve a full list of rendered PDF statements.	Required for go-live	Further investigation required. Unable to retrieve all rendered PDFs from their bill print vendor.

# Appendix B – SpryEngage Discovery Approval

City of Cartersville has had the opportunity to review this report and at this time finds no issue with the content. City of Cartersville Approved by:

\_\_\_\_\_

Signature of Authorized Representative of the City of Cartersville

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

-----

SpryPoint Accepted by:

\_\_\_\_\_

Judy Wells, Executive Sponsor

Date: \_\_\_\_\_



# SpryIDM - Sensus Integration design document



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Charlottetown,  
PE, C1A 4A4

[sprypoint.com](http://sprypoint.com)

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## Author(s)

Name	Role
<b>Jorge Basante</b>	Product Owner

## Document History

Date	Version
<b>Dec 05, 2023</b>	1.0 - Initial content

## Statement of Confidentiality

The contents of this report are confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of SpryPoint.

## Definitions

- AMI: Advanced metering infrastructure.
- CSV (Comma-separated values): a text file format that uses commas to separate values.
- Sensus: AMI provider.
- SFTP (secure file transfer protocol): a network protocol for securely accessing, transferring and managing large files and sensitive data.
- SpryEngage: customer self-service portal.
- SpryIDM: the central application for collecting, storing, and retrieving interval data from Smart Meters. It is a gateway, allowing all SpryPoint products to query and present interval data from meters.



# Integration Details

## Purpose

This document outlines the functional requirements and objectives for the integration between SpryIDM and Sensus. The primary objective of this integration is to empower the City of Cartersville with a robust and efficient means of transferring interval meter readings through the integration with Sensus. This collaborative effort aims to provide utility customers with a more transparent and informative experience.

The integration with Sensus brings forth a multitude of benefits for both the City of Cartersville and its customers. The pivotal value lies in the provision of interval meter readings through our Customer Self-Service Portal - SpryEngage. This will enable customers to access and analyze their consumption patterns in near real-time, fostering a deeper understanding of their usage so they can make informed decisions, promote efficiency, and cost-effectiveness.

In the following sections of this document, we will delve into the technical aspects of the integration, detailing the necessary steps, configurations, and considerations to ensure a seamless implementation.

## **Background and Business Value**

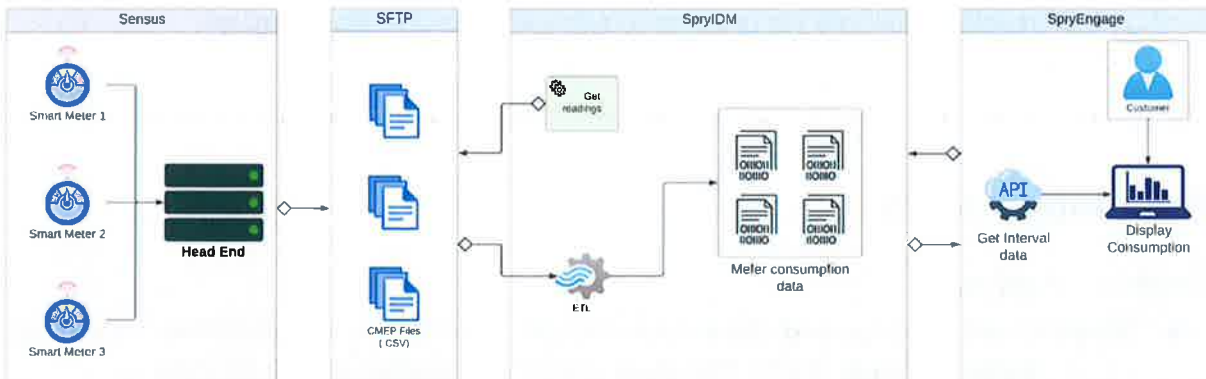
The City of Cartersville aims to enhance customer experience by enabling its customers to access interval data information (daily and hourly). This collaboration not only elevates operational efficiency but also aligns with the industry's growing demand for customer-centric services. Empowering customers with detailed, timely information enhances their overall experience and strengthens the utility-customer relationship.

# Business Requirements

## Integration approach

The integration between SpryIDM and Sensus leverages a file-based approach using the RNI Extended California Metering Exchange Protocol (CMEP) - ARM-10006-25. This integration aims to facilitate the seamless exchange of interval meter reading data in CSV format, encompassing water, gas, and electricity meters.

### Integration Workflow



- **Data Generation by Sensus:**
  - Sensus will generate a CSV file every 4 hours containing interval meter readings for all meters (water, gas, and electricity).
  - The CSV file adheres to the RNI Extended CMEP (ARM-10006-25) format, ensuring compatibility with industry standards.
- **File Placement on SFTP:**
  - Sensus will place the generated CSV file onto the SFTP (Secure File Transfer Protocol) server provided by our MDM solution, SpryIDM.
  - SpryPoint will provide the SFTP account information.
- **Automated Processing by SpryIDM:**
  - SpryIDM will provide a configurable automated process that continuously monitors the SFTP directory.
  - Upon identifying a new CSV file, SpryIDM will extract, validate, and load the meter reading information into its database.
- **Data Extraction and Validation:**
  - SpryIDM will process the following MEPMD01: Metering Data Type 1 extended record format.
  - The automated process within SpryIDM will extract the relevant information from the CSV file, including:
    - Meter ID
    - Reading date and time
    - Commodity
    - Dial and Consumption Reads

- Unit of measurement
- Data quality flag
- SpryIDM will perform data validation checks to ensure the integrity and consistency of the information according to the extended format record.
- If there is any inconsistency, Sensus must provide a new file to be processed.
- Loading into SpryIDM:
  - SpryIDM will store the interval readings in its database, associating each interval meter reading with the corresponding meter.
- Availability for SpryEngage:
  - Post successful loading, the interval meter reading information becomes readily available for query and retrieval through SpryEngage.

## Meter information

### Electric readings

- SpryIDM will process and store data related to electricity consumption, including:
  - Kilowatt-hours (kWh): The total energy consumed in the interval.
  - Kilowatts (kW): The instantaneous power demand during the interval.
  - Kilovolt-Ampere Reactive (kVAR): The reactive power in the system during the interval.
  - For customers involved in net metering, additional metrics include:
    - Kilowatt-hours received (kWh): The energy consumed by the customer during the interval.
    - Kilowatt-hours delivered (kWh): The surplus energy injected into the grid during the interval.

### Water readings

- SpryIDM will process and store water consumption data, including:
  - Gallons (Gal/kGal): The total volume of water consumed during the interval.

### Gas readings

- SpryIDM will process and store gas consumption data, including:
  - Thousands/Hundreds of Cubic Feet (MCF/CCF): The total volume of gas consumed during the interval.

## Interval readings frequency

For all service types (electric, water, and gas), interval readings will be received and recorded at hourly intervals.

## Scalability

The integration design will account for scalability, ensuring that SpryIDM can seamlessly handle the current volume of meter readings and the expected growth rate.

- **Electric:** The integration will cater to 9,000 electricity meters, with an anticipated annual growth rate of 10%.
- **Water:** The integration will accommodate 12,000 water meters, expecting an annual growth rate of 10%.
- **Gas:** Similar to water, the integration will cover 12,000 gas meters, with a projected annual growth rate of 10%.

## Data accessibility

Newly acquired interval data readings will become visible to end-users (customers and CSRs) within SpryEngage based on the schedule set by Sensus for delivering interval readings to SpryIDM and the processing time required by SpryIDM.

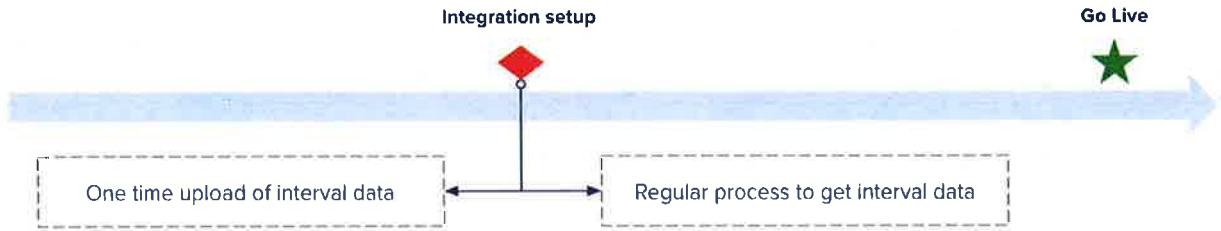
### Step-by-Step Process:

- Every 4 hours, Sensus generates a CSV file containing interval meter readings for all meters (electric, water, and gas).
- Sensus places the generated CSV file onto the SFTP server provided by SpryIDM.
- SpryIDM initiates an automated process to extract, validate, and load the interval meter reading data into the database.
- The interval meter reading information becomes available for query and retrieval through the SpryEngage self-service portal.

## Historical information

As we set up the integration between SpryIDM and Sensus to begin receiving interval meter readings promptly, there's a crucial consideration for historical data which is crucial for customers to track and understand their past consumption patterns. Also, it serves as a foundation for processes like usage forecasting, enhancing the accuracy of predictive models.

- Sensus must provide a CSV file in the CMEP format with all meter interval readings before the initiation of this integration.
- SpryIDM will provide a process to store historical meter readings.





# Dependencies

## Sensus

The successful implementation of this integration is contingent upon Sensus providing CSV files in the expected format. The seamless flow of interval meter readings into SpryIDM relies on the timely and consistent delivery of files adhering to the RNI Extended CMEP (ARM-10006-25) protocol. Any deviations from the specified format will require modifications.

## File format

If the format utilized by Sensus/City of Cartersville differs from the specifications detailed in this document, it is expected that Sensus will provide the alternate format for thorough comparison and discrepancy identification.

# Assumptions

## Daily provision of files

It is assumed that Sensus will consistently provide daily CSV files containing measurements for all meters across all services at intervals of every 4 hours. The integration process is designed with the expectation of a regular and timely data supply from Sensus to ensure ongoing accuracy and completeness of interval meter readings.

## Recovery for missing data

In the event of any day when files or information for meters are missing, it is assumed that Sensus will subsequently provide the missing files or information for processing. This assumption accounts for potential occasional disruptions or delays in data delivery, ensuring that the integration process can recover and maintain continuity in the data flow.

# Gap Analysis

This section highlights what SpryIDM currently lacks to meet new project requirements. It identifies specific missing features and outlines the needed actions for meeting the requirements.

## 1. Active power (kW)

The "Active power" needs to be properly transmitted to SpryEngage so it can be displayed in the consumption graphs.

### Gap

SpryIDM can process and store active power (kW). However, the current interval readings query only provides the difference between readings rather than the absolute values.

### Action Required

Development efforts are required to adjust the SpryIDM interval readings query. In the case of instantaneous consumption types such as kW or KVAR, the query should return the highest reading within the time frame (e.g. daily) rather than the difference between readings.

## 2. Reactive power (kVAR)

The "Reactive power" needs to be properly transmitted to SpryEngage so it can be displayed in the consumption graphs.

### Gap

SpryIDM can process and store reactive power (kVAR). However, the current interval readings query only provides the difference between readings rather than the absolute values.

### Action Required

Development efforts are required to adjust the SpryIDM interval readings query. In the case of instantaneous consumption types such as kW or KVAR, the query

should return the highest reading within the time frame (e.g. daily) rather than the difference between readings.

# Outstanding Decisions & Questions

#	Question
1	

# Document Approval

The City of Cartersville has had the opportunity to review this report and at this time finds no issue with the content.

City of Cartersville Approved by:

\_\_\_\_\_  
Signature of Authorized Representative of  
the City of Cartersville

Name (print):

\_\_\_\_\_

Date: \_\_\_\_\_

-----

SpryPoint Accepted by:

\_\_\_\_\_

Name (print):

\_\_\_\_\_

Date: \_\_\_\_\_







**SpryPoint**

SMART SOLUTIONS FOR SMART UTILITIES

# SpryEngage - Invoice Cloud Integration Business Requirements Document

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## Authors

Name	Role
<b>Rafael Cuartas</b>	Product Owner

## Document History

Date	Version
<b>Nov 30, 2023</b>	1.0 - Initial content

## Statement of Confidentiality

The contents of this report are confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of SpryPoint.

# Integration Details

## Description from Statement of Work

This document outlines the functional requirements and objectives for the integration between SpryEngage and Invoice Cloud. The integration aims to streamline billing payment processes and enhance customer interaction by offering a seamless login process through existing Invoice Cloud credentials.

This integration seeks to provide customers with diverse payment options and services, including bill payments, autopay subscriptions, paperless billing, wallet management, scheduled payments, text-to-pay within SpryEngage.

## Background and Business Value

Cartersville aims to enhance customer experience by integrating SpryEngage with Invoice Cloud, offering customers a unified platform for billing services. The collaboration intends to simplify access to billing features and empower customers with a range of payment options. By leveraging the suite of functionalities provided by Invoice Cloud, Cartersville anticipates streamlining billing processes and catering to diverse customer preferences in payments.

## Business Requirements

### 1. Customer Account Authentication

- SpryEngage will utilize the existing Invoice Cloud account credentials for customer authentication, ensuring a unified and seamless login experience for users. Invoice Cloud will serve as the primary system of records for authentication purposes.
- During the creation of new customer accounts, SpryEngage will capture and validate all necessary customer contact information. Upon successful validation, SpryEngage will automatically generate both SpryEngage and Invoice Cloud accounts for the customer, ensuring synchronicity between the platforms.
- In instances where a customer account is terminated within SpryEngage, the system will automatically initiate the update process within Invoice

Cloud. This synchronization action will promptly disable the corresponding account within Invoice Cloud, ensuring consistency and security across both platforms.

## 2. Bill Payments

- SpryEngage will streamline the payment process by allowing customers to conveniently settle their account balances through the Invoice Cloud payment portal.
- Leveraging the existing Invoice Cloud iFrame, SpryEngage will seamlessly integrate the Invoice Cloud payment portal into its interface, providing customers with a familiar and user-friendly platform to initiate payments.
- The integration will encompass various payment methods available within the Invoice Cloud system. Customers accessing the payment portal through SpryEngage will have access to the array of payment methods previously defined and configured by Cartersville within Invoice Cloud.

## 3. One-time Payments

- SpryEngage prioritizes customer convenience by facilitating bill payments without the necessity of logging into the SpryEngage portal. Both existing and non-existing customers will be empowered to make one-time payments with ease and efficiency through SpryEngage.
- Upon successful account validation, which will be based on Account Number and Postal Code or Company/Customer Last Name, customer users will gain direct access to the Invoice Cloud payment portal within SpryEngage, leveraging the existing Invoice Cloud iFrame.

## 4. Paperless Billing Subscription

- Customers will have the choice to transition to paperless billing, opting to receive their billing statements electronically via email, eliminating the need for physical paper invoices.
- Within SpryEngage, customers will find a streamlined process to either sign up for the Paperless Billing program or manage their existing subscription seamlessly.
- Utilizing the Invoice Cloud iFrame, SpryEngage will provide an intuitive interface for customers to easily enroll or modify their preferences related to paperless billing.

## 5. Wallet Management

- Customers will have the capability to securely manage and store their preferred payment methods, including credit card and bank account information, within Invoice Cloud via SpryEngage. This feature aims to streamline future payment processes by enabling customers to securely store their payment details for convenient and swift transactions.
- SpryEngage will integrate existing Invoice Cloud iFrames seamlessly into its interface, providing customers with a secure platform to enter, manage, and store their payment information. Through this integration, customers will have the convenience of securely entering their payment details without leaving the SpryEngage environment, ensuring a user-friendly and protected experience.

## 6. Autopay Management

- Customers will have the convenience of setting up and managing recurring payments through the Autopay feature, facilitated by the integrated functionalities of Invoice Cloud within SpryEngage. This functionality streamlines the bill payment process, automatically settling bills through Invoice Cloud once they are generated, providing customers with a hassle-free payment experience.
- All registered payment methods and associated autopay preferences will be securely stored within Invoice Cloud. Invoice Cloud will handle the automatic processing of invoice payments as per the predefined autopay settings established by customers.
- SpryEngage will seamlessly embed the Invoice Cloud AutoPay iFrame, providing customers with a user-friendly interface to effortlessly enroll, modify, or terminate their autopay preferences. The integration aims to provide an intuitive and secure environment within SpryEngage, allowing customers to manage their autopay settings conveniently without navigating away from the platform.



## 7. Scheduled Payments

- SpryEngage will allow customers to schedule payments for future dates through Invoice Cloud integration, augmenting their control and foresight in managing bill payments.
- Within SpryEngage, customers will access the Invoice Cloud Scheduled Payment iFrame seamlessly embedded to offer an intuitive and user-friendly interface. The iFrame will facilitate customers in scheduling their payments, granting them the flexibility to decide the timing and amounts of their upcoming payments according to their preferences.

## 8. Pay by Text

- SpryEngage will allow customers to enroll and manage the Invoice Cloud's "Pay By Text" feature, facilitating swift bill payments directly through text messages.
- Within SpryEngage, the Invoice Cloud Pay By Text iFrame will be seamlessly embedded, offering customers a hassle-free interface to swiftly sign up for the Pay By Text service.
- Customers can easily register their phone numbers that will be used by the Pay By Text service. All information provided during the registration process will be securely stored within Invoice Cloud.

# Dependencies

## Invoice Cloud iFrame/API Integration

The successful implementation of the functionalities within SpryEngage relies on a stable and functional integration with Invoice Cloud iFrames and APIs. Any changes or updates to the Invoice Cloud iFrames or APIs might affect the functionality and performance of SpryEngage.

## Data Synchronization

Effective synchronization of customer data, billing information, and payment details between SpryEngage and Invoice Cloud is pivotal. Any discrepancies or delays in data synchronization processes might impact the accuracy and timeliness of billing and payment functionalities.

## Assumptions

For SpryEngage to access essential Invoice Cloud functionalities, these features need to be available and accessible according to the service agreement established between Cartersville and Invoice Cloud.

## Out of Scope

#	Item
1	

## Outstanding Decisions & Questions

#	Question
1	

# Project Impacts

## Testing

Scenarios to test:

### 1. Authentication Testing

- Verify the authentication process for users with existing Invoice Cloud credentials logging into SpryEngage.
- Validate the creation of new customer accounts in both SpryEngage and Invoice Cloud upon data validation.

### 2. Bill Payments Testing

- Test various payment methods (e.g., credit card, bank account) within the Invoice Cloud iFrame on SpryEngage.
- Ensure seamless redirection to the Invoice Cloud payment portal within SpryEngage for customers making payments.

### 3. One-time Payment Testing

- Validate the One-time payment feature for both existing and non-existing customers, ensuring account validation and bill payment without SpryEngage login.

### 4. Paperless Billing Subscription Testing

- Verify customer enrollment and management of paperless billing within the existing Invoice Cloud iFrame integrated into SpryEngage.

### 5. Wallet Management Testing

- Test the functionality for customers to manage payment methods and securely store card information within Invoice Cloud through SpryEngage.

### 6. Autopay Management Testing

- Validate customers' setup and modification of recurring payments (Autopay) through the Invoice Cloud functionality on SpryEngage.

### 7. Scheduled Payments Testing

- Test the scheduling of payments for future dates using the Invoice Cloud Scheduled Payment iFrame embedded in SpryEngage.

## 8. Pay By Text Testing

- Validate the sign-up and management process for the Invoice Cloud "Pay by Text" feature through the SpryEngage interface.

# Document Approval

The City of Cartersville has had the opportunity to review this report and at this time finds no issue with the content.

City of Cartersville Approved by:

\_\_\_\_\_  
Signature of Authorized Representative of  
the City of Cartersville

Name (print):

\_\_\_\_\_

Date: \_\_\_\_\_

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SpryPoint Accepted by:

\_\_\_\_\_  
Name (print):

\_\_\_\_\_

Date: \_\_\_\_\_







## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	SpryPoint Customer Portal Annual Subscription Invoice
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	SpryPoint has submitted the annual subscription invoice for the Customer Portal in the amount of \$20,400.00. This is a budgeted item.
<b>LEGAL:</b>	N/A



# INVOICE

City of Cartersville  
 Attention: City of Cartersville  
 1 N Erwin St  
 CARTERSVILLE GA 30120  
 USA

**Invoice Date**  
 30 Sep 2023

**Invoice Number**  
 INV-1592

**Reference**  
 SpryEngage/IDM Annual  
 Subscriptions

SpryPoint Services  
 45 Queen Street  
 Suite 400  
 CHARLOTTETOWN PE  
 C1A4A4  
 CANADA

**GST/HST** 852965649 RT0001  
**EIN** 98-1067418

Description	Quantity	Unit Price	Tax	Amount USD
Annual subscription to SpryEngage - Subscription period of September 7, 2023 - September 6, 2024 - 12,000 Active Accounts @ \$1.70 per active account	1.00	20,400.00	Exempt Sales	20,400.00
SpryIDM - Interval Data Management - Subscription period of September 7, 2023 - September 6, 2024 - 12,000 Active Accounts	1.00	0.00		0.00
			Subtotal	20,400.00
			Total No Tax 0%	0.00
			Invoice Total USD	20,400.00
			Total Net Payments USD	0.00
			<b>Amount Due USD</b>	<b>20,400.00</b>

**Due Date: 24 Nov 2023**

## PAYMENT ADVICE

To: SpryPoint Services  
 45 Queen Street  
 Suite 400  
 CHARLOTTETOWN PE C1A4A4  
 CANADA

**Customer** City of Cartersville  
**Invoice Number** INV-1592  
**Amount Due** 20,400.00  
**Due Date** 24 Nov 2023  
**Amount Enclosed** \_\_\_\_\_

Enter the amount you are paying above



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	Fire
<b>AGENDA ITEM TITLE:</b>	SuperVac Fans Purchase
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Respectfully request approval to purchase two SuperVac positive pressure ventilation fans for the new engines expected to arrive in the spring of 2024. We sought quotes from three authorized dealers and received three quotes back and selected the lowest quote from Ten-8 Fire & Safety with a total pricing of \$10,295.46. SuperVac fans match the equipment we have placed on the new Tower and eliminate Carbon Monoxide exhaust exposure for firefighters or citizens when ventilating a building. This request is within the budgeted amount as a capital expense for FY 23/24 and will be paid for through the general fund and reimbursed through the 2020 SPLOST as funds become available.
<b>LEGAL:</b>	N/A

## Positive Pressure Ventilation Fan Bids

Vendor Name	PPV Fan Bids
Ten-8	\$10,295.46
NAFECO	\$10,660.00
Municipal Emergency Services	\$11,096.26



## 20" BLADE

- An easy-to-manuever 62 lbs.
- Powered by Milwaukee M18/M28 batteries
- 12,550 cfm
- Ergonomic handle and 180° tilt!
- Up to 50 min. run time

1



**Compact, Roll-Cage Aluminum Frame:**  
Features one of the most compact, lightweight PPV designs

2



**Curved Handle:**  
Folds into the frame for compact storage; curved design provides higher grip for better ergonomics

3



**Flat-Proof Rubber Tires with Skid Plates:**  
Creates a highly maneuverable fan, even on stairs; easy for all firefighters to position

4

**Polymer Blade:**  
Minimizes weight; Super Vac's single-piece cast aluminum blade is available by request

5

**Stream Shaper Guard:**  
Allows flexible setback; Air Cone Guard is available by request [See the difference >](#)

6

**Standard Shore Power:**  
120-240V AC operation turns your Milwaukee cordless fan into an electric-powered fan for even more versatility. Note: Shore power does not charge batteries; however, the Milwaukee fan can run on a single battery.

7

**180-Degree Tilt:**  
Provides the largest tilt range among battery fans, allowing airflow to be directed virtually anywhere

8

**Milwaukee REDLITHIUM 18V HIGHOUTPUT Batteries:**  
Provides up to 50 minutes of max airflow, depending on battery selection

9

**LED Light:**  
Provides light for firefighters and assists seeing the fan in smokey room.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Pipe Purchase, Grassdale Road Improvements
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Gas System is requesting the purchase of 2,870 feet of 4-inch steel pipe for the Grassdale Road Improvements Project. Three bids were requested but only two were submitted. Irby Utilities of Kennesaw, GA submitted the low bid of \$27,781.00. This is a budgeted item and Council's approval to accept this bid is recommended.
<b>LEGAL:</b>	N/A



STOCK

January 8, 2024

**MATERIAL BID PROPOSAL**

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

**SEE ATTACHED SHEET**

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	4 1/2"	O.D. .188" W.T., F.B.E. Coated, ERW X42/52 Steel Line Pipe Cartersville # 315009 4 x .188 X52 PEB DRL ERW API5L, FBE 14-16 MILS COATING--3M 6233P	2,870	LF	\$ 9.68 Numerals	\$ 27781.60 Numerals	1-2 WEEKS Calendar Days
					<u>Nine Dollars and Sixty-eight Cents</u> Words (Unit Price Only)		
					TOTAL BID \$ <u>27781.00</u> Numerals		

**BID PROPOSAL SUBMITTED BY:**

<u>Irby Utilities</u> Name of Supplier	<u>Charmaine Harper</u> Name of Preparer	<u>1/10/24</u> Date
---	---	------------------------

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.

STOCK

January 8, 2024

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Item Specification:

SEE ATTACHED SHEET

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
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TOTAL BID \$					<u>39,462.50</u> Numerals		

BID PROPOSAL SUBMITTED BY:

CS  
Name of Supplier

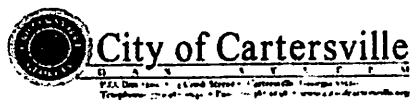
Paul Root  
Name of Preparer

1-10-24  
Date

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STOCK

January 8, 2024

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Item Specification:

SEE ATTACHED SHEET

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1.	4 1/2"	O.D. .188" W.T., F.B.E. Coated, ERW X42/52 Steel Line Pipe Cartersville # 315009	2,870	LF	\$ <u>NO bid</u> Numerals	\$ _____ Numerals	_____ Calendar Days
					_____ Words (Unit Price Only)		
TOTAL BID \$					_____ Numerals		

**BID PROPOSAL SUBMITTED BY:**

H+C Supply  
Name of Supplier

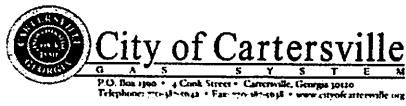
Hunter Lee  
Name of Preparer

1-10-24  
Date

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## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	January 18, 2024
<b>SUBCATEGORY:</b>	Monthly Financial Report
<b>DEPARTMENT NAME:</b>	Finance
<b>AGENDA ITEM TITLE:</b>	November 2023 Financial Report
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Attached are the financial reports for November 2023.
<b>LEGAL:</b>	None

**MONTHLY SUMMARY**  
As of November 30, 2023

	FY 2022-23	FY 2023-24	FY 2022-23	FY 2023-24	100.00% OF BUDGET (Year to Date)
	MONTH OF November-22	MONTH OF November-23	Year to Date November-22	Year to Date November-23	
<b>GENERAL FUND</b> <i>excluding SPLOST, DDA &amp; School System Property Tax Revenue &amp; Expenditures</i>					
REVENUE	\$5,867,299	\$6,021,299	\$20,035,644	\$22,095,330	55.41%
EXPENDITURE	\$2,090,986	\$3,471,436	\$12,583,400	\$16,997,973	42.63%
Gen. Fund Net Profit (Loss)	<b>\$3,776,313</b>	<b>\$2,549,863</b>	<b>\$7,452,244</b>	<b>\$5,097,357</b>	
<b>WATER &amp; SEWER</b>					
REVENUE	\$2,425,099	\$2,836,700	\$12,937,285	\$14,050,344	31.36%
EXPENDITURE	\$1,450,976	\$4,253,322	\$6,948,781	\$13,288,024	29.66%
Wtr. & Svr. Fund Net Profit (Loss)	<b>\$974,123</b>	<b>(\$1,416,622)</b>	<b>\$5,988,504</b>	<b>\$762,320</b>	
As of November 30, 2023 a total of \$1,047,933 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds					
<b>GAS</b>					
REVENUE	\$4,356,566	\$2,124,402	\$20,760,495	\$10,731,036	22.13%
EXPENDITURES	\$3,621,017	\$2,684,637	\$19,693,905	\$11,063,526	22.82%
Gas Fund Net Profit (Loss)	<b>\$735,549</b>	<b>(\$560,235)</b>	<b>\$1,066,590</b>	<b>(\$332,490)</b>	
<b>ELECTRIC</b>					
REVENUE	\$4,266,561	\$4,457,085	\$24,745,391	\$25,862,020	41.08%
EXPENDITURES	\$4,798,361	\$4,607,103	\$24,507,996	\$25,382,785	40.32%
Electric Fund Net Profit (Loss)	<b>(\$531,800)</b>	<b>(\$150,018)</b>	<b>\$237,395</b>	<b>\$479,235</b>	
<b>STORMWATER</b>					
REVENUE	\$134,153	\$138,030	\$658,551	\$764,033	48.30%
EXPENDITURE	\$89,113	\$153,332	\$505,974	\$601,612	38.03%
Stormwater Fund Net Profit (Loss)	<b>\$45,040</b>	<b>(\$15,302)</b>	<b>\$152,577</b>	<b>\$162,421</b>	
<b>SOLID WASTE</b>					
REVENUE	\$277,715	\$289,468	\$1,388,729	\$1,721,798	49.21%
EXPENDITURE	\$241,385	\$438,257	\$1,205,991	\$1,596,057	45.61%
Solid Waste Fund Net Profit (Loss)	<b>\$36,330</b>	<b>(\$148,789)</b>	<b>\$182,738</b>	<b>\$125,741</b>	
<b>FIBER OPTICS</b>					
REVENUE	\$217,470	\$215,855	\$2,055,612	\$1,089,669	41.59%
EXPENDITURE	\$173,522	\$199,122	\$971,202	\$961,861	36.71%
Fiber Fund Net Profit (Loss)	<b>\$43,948</b>	<b>\$16,733</b>	<b>\$1,084,410</b>	<b>\$127,808</b>	

	Description	11/30/2023	FY 2024 Budget	% of Monthly Totals to Budget
<b>General Fund</b>	<b>Total Revenues</b>	<b>\$22,095,330</b>	<b>\$39,874,050</b>	<b>55.41%</b>
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,790,155	\$6,422,485	6253335.00%
	Local Option Sales Tax (LOST)	\$3,667,652	\$7,208,530	50.88%
	Other Taxes	\$5,250,369	\$11,006,185	47.70%
	Building Permit & Inspection Fees	\$691,306	\$400,000	172.83%
	Fines and Forfeitures	\$416,801	\$400,000	104.20%
	Operating Transfers In-City Utilities	\$1,987,075	\$4,619,200	43.02%
	Other Revenues	\$2,357,172	\$5,848,050	40.31%
	School Bonds	\$2,934,800	\$3,969,600	73.93%
	<b>Total Expenditures</b>	<b>\$16,997,972</b>	<b>\$39,874,050</b>	<b>42.63%</b>
	Personnel Expenses	\$9,444,398	\$21,597,240	43.73%
	Operating Expenses	\$3,667,588	\$9,881,120	37.12%
	Capital Expenses	\$716,436	\$4,105,390	17.45%
	GO Bond Expense for School	\$2,934,800	\$3,819,600	76.84%
	Library Appropriations	\$234,750	\$470,700	49.87%
	<b>Water &amp; Sewer Fund</b>	<b>Total Revenues</b>	<b>\$14,050,344</b>	<b>\$44,800,765</b>
Water Sales		\$7,766,513	\$16,950,000	45.82%
Sewer Sales		\$4,381,582	\$8,900,000	49.23%
Bond Proceeds		\$0	\$2,000,000	0.00%
Use of Reserves		\$0	\$12,740,000	0.00%
Prior Year Capacity Fees		\$0	\$2,650,000	0.00%
Other Revenues		\$1,902,249	\$1,560,765	121.88%
<b>Total Expenditures</b>		<b>\$13,288,024</b>	<b>\$44,800,765</b>	<b>29.66%</b>
Personnel Expenses		\$1,911,186	\$4,441,615	43.03%
Operating Expenses		\$2,107,021	\$5,334,125	39.50%
Capital Expenses		\$5,999,865	\$26,452,180	22.68%
<b>Capital Expenses (Bond Funds)</b>	<b>\$1,047,933</b>	<b>\$2,000,000</b>	<b>52.40%</b>	
Transfer To General Fund	\$1,230,675	\$2,953,620	41.67%	
Debt Payments	\$991,344	\$3,619,225	27.39%	
<b>Gas Fund</b>	<b>Total Revenues</b>	<b>\$10,731,036</b>	<b>\$48,484,010</b>	<b>22.13%</b>
	Gas Sales	\$9,515,462	\$36,355,020	26.17%
	Gas Commodity Charge	\$610,148	\$1,495,800	40.79%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$605,426	\$960,115	63.06%
	Use of Reserves	\$0	\$9,673,075	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$11,063,526</b>	<b>\$48,484,010</b>	<b>22.82%</b>
	Personnel Expenses	\$1,120,392	\$2,494,780	44.91%
	Operating Expenses	\$765,333	\$1,782,945	42.93%
	Purchase of Natural Gas	\$5,520,611	\$25,500,000	21.65%
	Transfer to General Fund	\$1,649,210	\$3,958,105	41.67%
	Debt Service	\$429,178	\$819,300	52.38%
Capital Expenses	\$1,578,802	\$13,928,880	11.33%	



	Description	11/30/2023	FY 2024 Budget	% of Monthly Totals to Budget	
<b>Electric Fund</b>	<b>Total Revenues</b>	<b>\$25,862,020</b>	<b>\$62,949,910</b>	<b>41.08%</b>	
	Electric Sales	\$25,110,910	\$59,339,880	42.32%	
	Other Revenues	\$751,110	\$1,760,030	42.68%	
	Use of Reserves	\$0	\$1,850,000		
	<b>Total Expenses</b>	<b>\$25,382,785</b>	<b>\$62,949,910</b>	<b>40.32%</b>	
	Personnel Expenses	\$1,283,239	\$2,896,230	44.31%	
	Operating Expenses	\$817,896	\$1,956,170	41.81%	
	Purchase of Electricity	\$20,436,135	\$46,938,660	43.54%	
	Capital Expenses	\$1,350,534	\$7,570,895	17.84%	
	Transfer to General Fund	\$1,494,981	\$3,587,955	41.67%	
<b>Stormwater Fund</b>	<b>Total Revenues</b>	<b>\$764,033</b>	<b>\$1,582,000</b>	<b>48.30%</b>	
	Stormwater Revenues	\$670,862	\$1,568,000	42.78%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$21,422	\$14,000	153.01%	
	Proceeds from Capital Leases	\$71,749	\$0	#DIV/0!	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	<b>Total Expenses</b>	<b>\$601,612</b>	<b>\$1,582,000</b>	<b>38.03%</b>	
	Personnel Expenses	\$322,297	\$853,120	37.78%	
	Operating Expenses	\$207,566	\$456,570	45.46%	
Capital Expenses	\$71,749	\$272,310	26.35%		
<b>Solid Waste Fund</b>	<b>Total Revenues</b>	<b>\$1,721,798</b>	<b>\$3,499,000</b>	<b>49.21%</b>	
	Refuse Collections Revenues	\$1,412,406	\$3,470,000	40.70%	
	Other Revenues	\$20,469	\$29,000	70.58%	
	Proceeds From Capital Leases	\$288,923	\$0	#DIV/0!	
	<b>Total Expenses</b>	<b>\$1,596,057</b>	<b>\$3,499,000</b>	<b>45.61%</b>	
	Personnel Expenses	\$627,189	\$1,437,430	43.63%	
	Operating Expenses	\$767,032	\$1,814,735	42.27%	
	Capital Expenses	\$201,836	\$246,835	81.77%	
	<b>Fiber Optics Fund</b>	<b>Total Revenues</b>	<b>\$1,089,669</b>	<b>\$2,620,325</b>	<b>41.59%</b>
		Fiber Optics Revenues	\$1,012,005	\$2,410,525	41.98%
GIS Revenues		\$48,375	\$115,500	41.88%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$29,289	\$94,300	31.06%	
<b>Total Expenses</b>		<b>\$961,861</b>	<b>\$2,620,325</b>	<b>36.71%</b>	
Personnel Expenses		\$429,896	\$1,017,985	42.23%	
Operating Expenses		\$401,862	\$1,012,070	39.71%	
MEAG Telecom Statewide Pymt		\$0	\$0	0.00%	
Debt Payment		\$4,741	\$5,725	0.00%	
Capital Expenses	\$35,992	\$370,060	9.73%		
Transfers to General Fund	\$89,370	\$214,485	41.67%		

Cash Position	6/30/23	7/31/23	8/31/23	9/30/23	10/31/23	11/30/23	12/31/23
Total Unrestricted Cash Balance	\$86,014,423.75	\$83,843,178.12	\$84,297,670.05	\$84,090,744.34	\$87,776,683.79	\$88,725,501.76	
Total Restricted Cash Balance	\$201,845,990.22	\$203,713,010.57	\$203,372,292.15	\$202,519,636.22	\$202,616,905.95	\$204,165,891.34	
Cash Position		1/31/24	2/28/24	3/31/24	4/30/24	5/31/24	6/30/24

**Total Unrestricted Cash Balance**  
**Total Restricted Cash Balance**

Highlights for the Month of November 2023:  
 Unrestricted cash increased due to increases in the General, Gas, and Fiber Funds, while decreases occurred in the Water, Grant, Electric Solid Waste, Stormwater, Insurance, and Garage funds.

Restricted cash increased due to increases in the DEA, SPLOST 2020, TPD, Go Parks & Rec Bond and Debt Service Funds, while decreases occurred in the ARPA and Hotel/Motel Tax Funds.

SPLOST Account Balances	
SPLOST 2014	\$231,991.10
SPLOST 2020	\$11,407,940.13