



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, June 03, 2021 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. May 20, 2021

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

2. AZ21-04. 1412 Hwy 411 and 38 Oak Dr.

3. SU21-03: 780 West Ave.

OTHER

4. COP21-13. 125 South Avenue. Appeal of HPC Decision

5. COP21-12. 23 Etowah Drive. Appeal of HPC Decision

PUBLIC HEARING

6. First Amendment to Redevelopment Plan for the East Main Street TAD #1

FIRST READING OF ORDINANCES

- [7.](#) Solicitor Ordinance
- [8.](#) Hotel Motel Ordinance Amendment
- [9.](#) Budget Ordinance for the Fiscal Year 2021-22
- [10.](#) Amendment to Utilities Ordinance Regarding Gas Rates
- [11.](#) Amendment to Utilities Ordinance Regarding Water and Sewer Rates

RESOLUTIONS

- [12.](#) Cartersville School System Resolution to issue General Obligation Bonds

CONTRACTS/AGREEMENTS

- [13.](#) Commercial Front Loader Lease

BID AWARD/PURCHASES

- [14.](#) Backhoe Repair
- [15.](#) 4" Gas Main Extension Commerce Centre at 75 SP-21-001
- [16.](#) First Quarter 2021 Motorola Radio Invoice
- [17.](#) Cartersville City School System Lot Purchase
- [18.](#) Task Order No. 3 with UMS for the AMI Project
- [19.](#) Request for Replacement Generator for Station 2

CONTRACTS/AGREEMENTS

- [20.](#) Station 5 Engineering Agreement

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	May 20, 2021
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the May 20 th City Council Meeting are uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
10 N. Public Square
May 20, 2021
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:05 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Stepp made a motion to enter into Executive/Closed Session for the reason(s) of Property. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Mayor Santini closed Work Session at 7:00 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:05 PM.

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Stepp.

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

Absent: Kari Hodge, Council Member Ward One

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. May 6, 2021

A motion to approve the May 6, 2021 Council Meeting Minutes was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

APPOINTMENTS

2. Appointment of Assistant City Manager

Dan Porta, City Manager, stated his recommendation for Assistant City Manager was Freddy Morgan. Mr. Morgan has over 31 years of local government experience with extensive knowledge in electric utilities. Mr. Morgan’s start date would be June 14, 2021.

A motion was made to appoint Freddy Morgan as the Assistant City Manager by Council Member Cooley and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0

Julia Drake, City Clerk, swore in Mr. Morgan as the Assistant City Manager, effective June 14, 2021.

Mr. Morgan took a moment to introduce his family. He thanked the Mayor and City Council for the opportunity to come back home and serve a community that is so near and dear to him.

3. Alcohol Control Board Appointment

Randy Mannino, Planning and Development Director, stated the current term for Ric Napps on the Alcohol Control Board would expire on June 3, 2021. He would like to continue serving as the Mayor’s appointee and if reappointed, his new term would expire on June 3, 2023.

A motion was made to reappoint Chairman Ric Napps on the Alcohol Control Board by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

4. Cartersville-Bartow Library Board

Mr. Porta stated Randi Sonenshine serves on the Cartersville-Bartow Library Board and her current term will expire on June 30, 2021. She would like to continue serving and if her reappointment were approved, her new term would expire on June 30, 2024.

A motion was made to reappoint Randi Sonenshine on the Cartersville-Bartow Library Board by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

5. Land Bank Board Appointment

Mr. Porta stated the terms of four members of the Land Bank Board would expire on June 30, 2021. All four of these members, Antwuan Hill, Fritz Dent, Jessica Mitcham and Scott Panter, would like to continue serving. If reappointed, their new terms would expire on June 30, 2025.

A motion was made to reappoint Antwuan Hill, Fritz Dent, Jessica Mitcham and Scott Panter to the Land Bank Board by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

PUBLIC HEARING – 1st READING OF ZONING/ANNEXATION REQUESTS

6. AZ21-04: Annexation of 1412 Hwy 411 and 38 Oak Dr.

Mayor Santini recused himself and left the Council Chambers.

Mr. Mannino stated this request to annex property located at 1412 Hwy 411 and 38 Oak Drive was for additional space and use by the Savoy Automobile Museum. An approval of this application will conclude the zoning steps needed to complete the current development plans for the Museum. Planning Commission recommended approval May 11, 2021.

Public hearing open. With no one to come forward to speak for or against the annexation or zoning, the public hearing was closed.

This was a first hearing. No vote was required.

Mayor Santini returned to the Council Chambers.

7. SU21-03: 780 West Ave.

Mr. Mannino stated the applicant requests a Special Use permit to allow automotive and truck sales or rental use at 780 West Ave. The property is zoned O-C (Office Commercial). Planning Commission approved.

Public hearing opened.

Ivonne Perez, 780 West Ave, came forward to speak for the special use permit. Ms. Perez is a current employee of the auto repair shop located on Tennessee St., which is owned by the same owner. The West Ave location is strictly for auto sales.

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

This was a first reading. No vote was required.

CONTRACTS/AGREEMENTS

8. Quit Claim Deed Release – 5 Boatner Ave.

Mr. Mannino stated the above noted property was purchased as part of the “First Time Homebuyers Program”. The applicant has fulfilled their obligation of five year’s

ownership as set forth in the program. They have requested the Quit Claim Deed release at this time.

This is a standard process and since the applicant has fulfilled their obligation, staff recommended approval to authorize said release.

A motion was made to approve the Quit Claim Deed Release of 5 Boatner Ave. by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

9. Goodyear Clubhouse Renovation

Tom Gilliam, Parks and Recreation Department Head, stated this item includes the Contracts from RFP's relating to the projects for the Goodyear Clubhouse Renovation Project. Below are the projects with the recommended Contractor companies:

- RFP 21-07 Kitchen Appliances – Strategic Equip / \$12,173.37
- RFP 21-08 Carpentry – Epoch Designs / \$68,735
- RFP 21-09 Restroom Partitions – Commercial Services / \$13,340
- RFP 21-10 Glass Units – Rick B GC / \$12,000
- RFP 21-11 Drywall & Acoustical Ceiling – Rick B GC / \$13,000
- RFP 21-12 Electrical – JR Electrical / \$28,390

These projects are not budgeted, but will be paid using the Tourism Product Development (TPD) funds, the remainder of the GO Bond funds and the General Fund. These contractors/companies were recommended for approval for the renovation of the Goodyear Clubhouse.

Mr. Gilliam stated the goal is to have all of the work completed no later than August 2021.

A motion was made to approve the Goodyear Clubhouse Renovations by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

10. Main Street MOU with DCA

Mr. Porta stated this was the Annual renewal of Memorandum of Understanding with DCA for Main Street Program accreditation.

A motion to approve the Main Street MOU with DCA was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

11. Extension Agreement: Commerce 75

Michael Dickson, Gas Department Head, stated this was an Extension Agreement for Commerce 75 to reimburse the City all costs associated with the extension of the

existing natural gas facilities to serve natural gas to this proposed site. Within this main extension project, there exists another agreement for Commerce Centre at 75. This Extension Agreement is for \$107,405.53 whereas the Owner, Commerce 75 B1, agrees to reimburse the City all costs associated with this extension. I recommend the City enter into this Agreement with Commerce 75 B1 for \$107,405.53. This is not a budgeted item.

12. Extension Agreement: Commerce Centre at 75

Mr. Dickson stated this was an Extension Agreement for Commerce Centre at 75 to reimburse the City all costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. Within this main extension project, there exists another agreement for Commerce 75. This Extension Agreement is for \$46,704.04, whereas the Owner, Core5 Commerce Centre at 75, LLC agrees to reimburse the City all costs associated with this extension. I recommend the City enter into this Agreement with Commerce 75 B1 for \$46,704.04. This is not a budgeted item.

A motion was made to approve the Extension Agreement: Commerce 75 and Extension Agreement: Commerce Center at 75 by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

13. Highland 75 Phase II

Mr. Dickson stated bid proposals were requested for the 6" steel pipe for the above project. Consolidated Pipe & Supply was the only proposal received out of the three that were sent out with a total bid of \$20,212.50. The labor and material costs associated with this project are reimbursable by the Bartow-Cartersville Joint Development Authority. This is not a budgeted item because it is reimbursable.

A motion was made to approve the Highland 75 Phase II by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

14. Northwest 75 Logistics Center Turn Lane Conflict Main Relocation

Mr. Dickson stated bid proposals were requested for the 8" steel pipe needed for the above project. Consolidated Pipe & Supply was the only proposal received out of the three that were sent out. Their total bid is \$27,492.00. The labor and material costs associated with this project are reimbursable by an agreement between the City and the Developer receiving prior Council approval. That agreement only covers part of the project, and the Joint Development Authority would reimburse part. This is not a budgeted item because it is reimbursable.

A motion was made to approve the Northwest 75 Logistics Center Turn Lane Conflict Main Relocation by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

15. CrowdStrike Annual Support Renewal

Steven Grier, Network Administrator, stated this item was a budgeted annual renewal for CrowdStrike Falcon Complete, which is a cloud delivered software that protects our computers from viruses and malicious actors. The total amount is \$62,188 from CDWG and was recommended for approval.

A motion was made to approve CrowdStrike Annual Support Renewal by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

16. Travelers Insurance Deductible Reimbursement

Mr. Porta stated a city employee was involved in an auto accident with another individual and our insurance company, Travelers, has submitted an invoice for reimbursement of deductible. The current amount due is \$23,981.08 and was recommended for approval. This is a budgeted item and will be paid from the property and casualty insurance fund.

A motion was made to approve Travelers insurance Deductible Reimbursement by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

17. Fairview Tank Exterior Painting

Sidney Forsyth, Water Department Director, stated the water storage tank on Fairview Street is a 5 million-gallon, steel tank built in 1969. The existing surface paint was applied in 2000 over the top of the older base coat. The coating is beginning to delaminate near the bottom of the tank and is corroded through over much of the tank surface.

Due to the presence of lead in the older base coatings, bids were solicited from companies with experience removing and disposing of lead-based paint, in addition to applying a new AWWA approved coating system. Bids received were as follows:

- Utility Service Co., Inc. - \$546,200.00
- Classic Protective Coatings - \$724,950.00
- Southern Road & Bridge - \$934,000.00
- E&D Contracting Services, Inc. - \$2,783,810.00

The low bid of \$546,200.00 by Utility Service Co., Inc. was recommended for approval. This was a budgeted, bond-funded project to be paid from account 505-3320-54-3401.

A motion was made to approve Fairview Tank Exterior Painting by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

18. Water Tank Cleaning and Inspection

Mr. Forsyth stated as part of routine maintenance of the City’s water storage reservoirs, the Water Department normally contracts with industrial diving service companies to clean and inspect the tanks while in service to minimize service disruptions. This was last completed in 2013.

Bids were solicited from qualified companies to clean and inspect three ground storage tanks, 3 WTP clear wells, and the intake structures on Allatoona Dam. Bids submitted were:

- SE Diving Services, LLC - \$34,100.00
- Moran Environmental Recovery, LLC - \$43,000.00
- Superior Tank Company - No Bid.

The low bidder, SE Diving Services, LLC was recommended for this service. This is a budgeted item to be paid from WTP Maintenance account, 505-3310-52-2361.

A motion was made to approve Water Tank Cleaning and Inspection by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

CONTRACTS/AGREEMENTS

19. Gresham Smith Engineering Services Agreement / Task Order #1

Mr. Forsyth stated the Water Department’s ongoing sewer inflow and infiltration (I&I) project has progressed to a point where additional consultation is needed to compile and assess the data that has been, and continues to be gathered.

Gresham Smith Engineers was selected to compile and evaluate the data and make recommendations for further information gathering, identify areas of concern, and prioritize repair and replacement projects.

As this is the first project with Gresham Smith, it is necessary to execute the standard Engineering Services Agreement to begin work.

Task Order No. 1 outlines their data review, report on findings, and recommendations for additional monitoring and focus of City’s efforts to eliminate sewer system inflow and infiltration.

It was recommended to approve the ESA and Task order #1 for Gresham Smith Engineers for \$16,000.00. This was a budgeted item to be paid from 505-3320-54-1328 – Sewer I&I Study and Modeling.

A motion was made to approve Gresham Smith Engineering Services Agreement / Task Order #1 by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

MONTHLY FINANCIAL REPORT

20. March 2021 Financial Report

Tom Rhinehart, Finance Director, went over the monthly financial report comparing March 2021 to March 2020.

Mr. Porta stated that March 2021 General Fund year-to-date net profit continues to trend in a strong positive direction. Even through COVID, General Fund revenue numbers have remained steady and out departments have done a tremendous job of moving forward with a tighter budget and this will allow us to end the fiscal year with another positive fund balance.

FINAL COMMENTS

Mayor Santini stated this was the last Council Meeting before high school graduations take place. He took a moment to congratulate all of the Class of 2021 graduates.

In closing, he reminded everyone of the Memorial Day holiday coming up. All City Offices will be closed and garbage pick-up schedules will be adjusted accordingly.

Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 7:36 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3 , 2021
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ21-04. 1412 Hwy 411 and 38 Oak Dr.
DEPARTMENT SUMMARY RECOMMENDATION:	Request to annex property located at 1412 Hwy 411 and 38 Oak Drive for additional space and use by the Savoy Automobile Museum. An approval of this application will conclude the zoning steps needed to complete the current development plans for the Museum. Planning Commission recommended approval May 11, 2021.
LEGAL:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ21-04

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Highlands Development Associates, LLC
Representative: Dale Baumann

Location: 1412 Hwy 411 (0079B-0003-012) & 38 Oak Drive (0079B-0002-001)

District: 4th **Section:** 3rd **LL(S):** 23

Total Acreage: Approx. 1.38 Acres

LAND USE INFORMATION

Current Zoning: County C-1 (Commercial) and County A-1 (Agriculture)
Proposed Zoning: G-C (General Commercial)
Proposed Use: Savoy Auto Museum

Current Zoning of Adjacent Property:

1412 Hwy 411
North: County R-2 (Residential)
South: G-C (General Commercial)
East: G-C (General Commercial)
West: G-C (General Commercial)

38 Oak Drive
North: County A-1 (Agriculture)
South: G-C (General Commercial)
East: County A-1 (Agriculture)
West: G-C (General Commercial)

For All Tracts:

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

The Future Development Map designates the subject property as: Highlands

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

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception

Fire: Takes no exception

Gas: Takes no exception

Public Works: *No comments received*

Water and Sewer: *No comments received*

Cartersville School District: Takes no exception

Bartow County: Takes no Exception

Public comments: No comments received

REQUEST SUMMARY:

The request is to annex property located at 1412 Hwy 411 and 38 Oak Drive. The applicant requests the property to be annexed for additional space and use by the Savoy Automobile Museum. The applicant has submitted two other annexation applications, AZ17-03 and AZ18-03, for zoning and development of the Savoy Museum. These applications were approved. An approval of this application is expected to conclude the zoning steps needed to complete the current development plans for the Museum.

G-C (General Commercial) zoning is requested for the two (2) parcels in order to be consistent with the current museum property. The existing zoning is County C-1 (County) and A-1 (Agriculture).

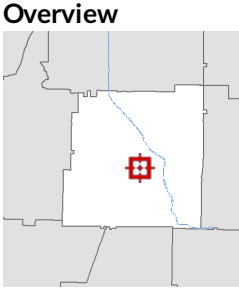
STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The G-C zoning district is appropriate for the museum.



- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use of adjacent property. Buffers will be required adjacent to residential land uses.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
The current properties may have a reasonable economic use as commercial and a residential use property.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The annexation and zoning would conform to the city’s land use plan for the area.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect compared to the existing land use.
- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
No additional conditions are known.

RECOMMENDATION: Staff recommends approval

PLANNING COMMISSION RECOMMENDATION:



Legend

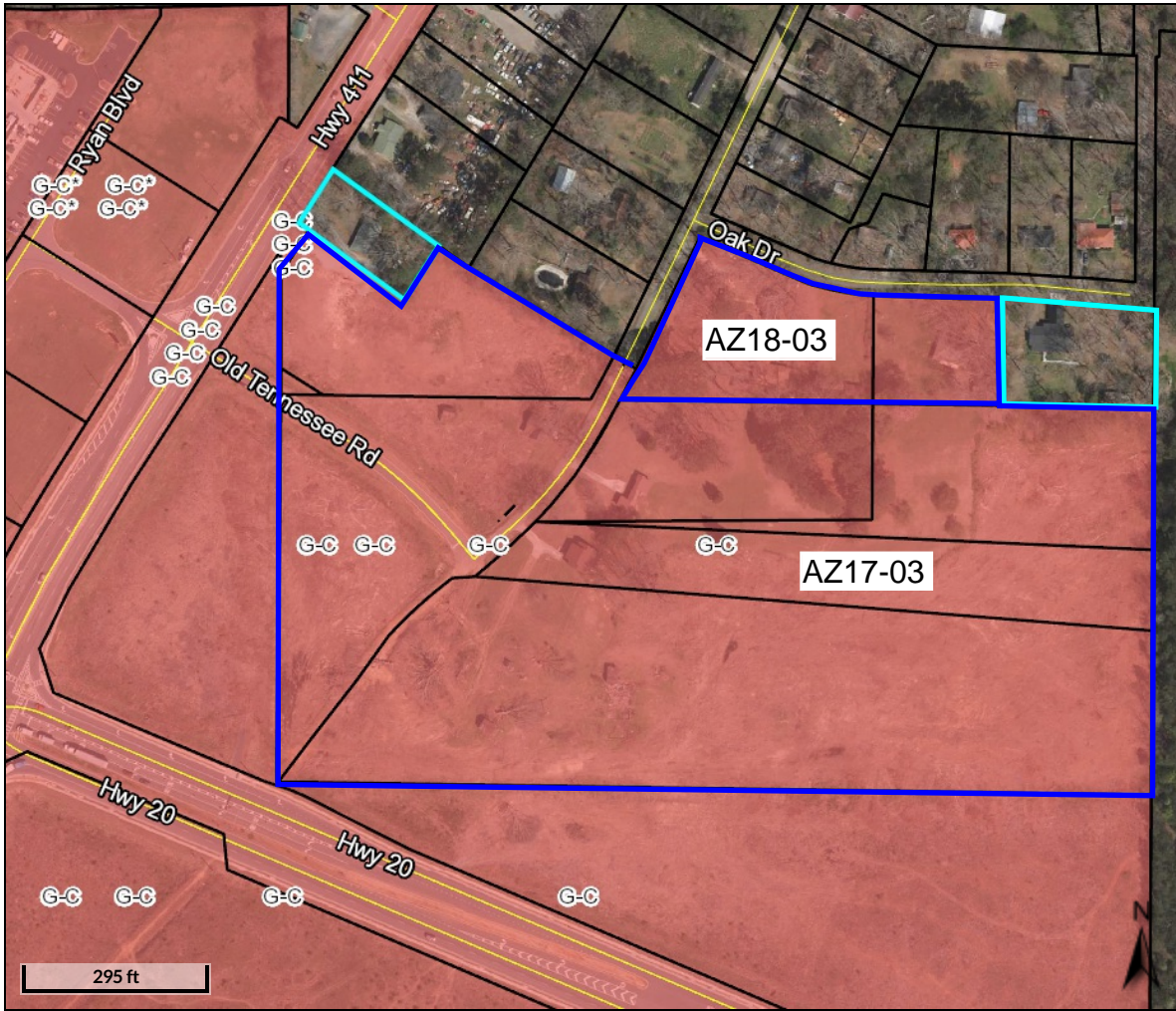
-  Parcels
-  Roads

38 Oak Dr.
0079B-0002-001

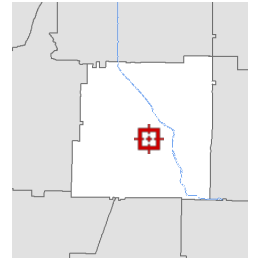
Parcel ID	0079B-0003-012	Alternate ID	20230	Owner Address	HIGHLANDS DEVELOPMENT ASSOCIATES LLC
Sec/Twp/Rng	n/a	Class	Residential		PO BOX 3248
Property Address	1412 HWY 411	Acreage	0.46		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	OAKLAND HGTS				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/22/2021
Last Data Uploaded: 4/21/2021 10:21:18 PM

Developed by 



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
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- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

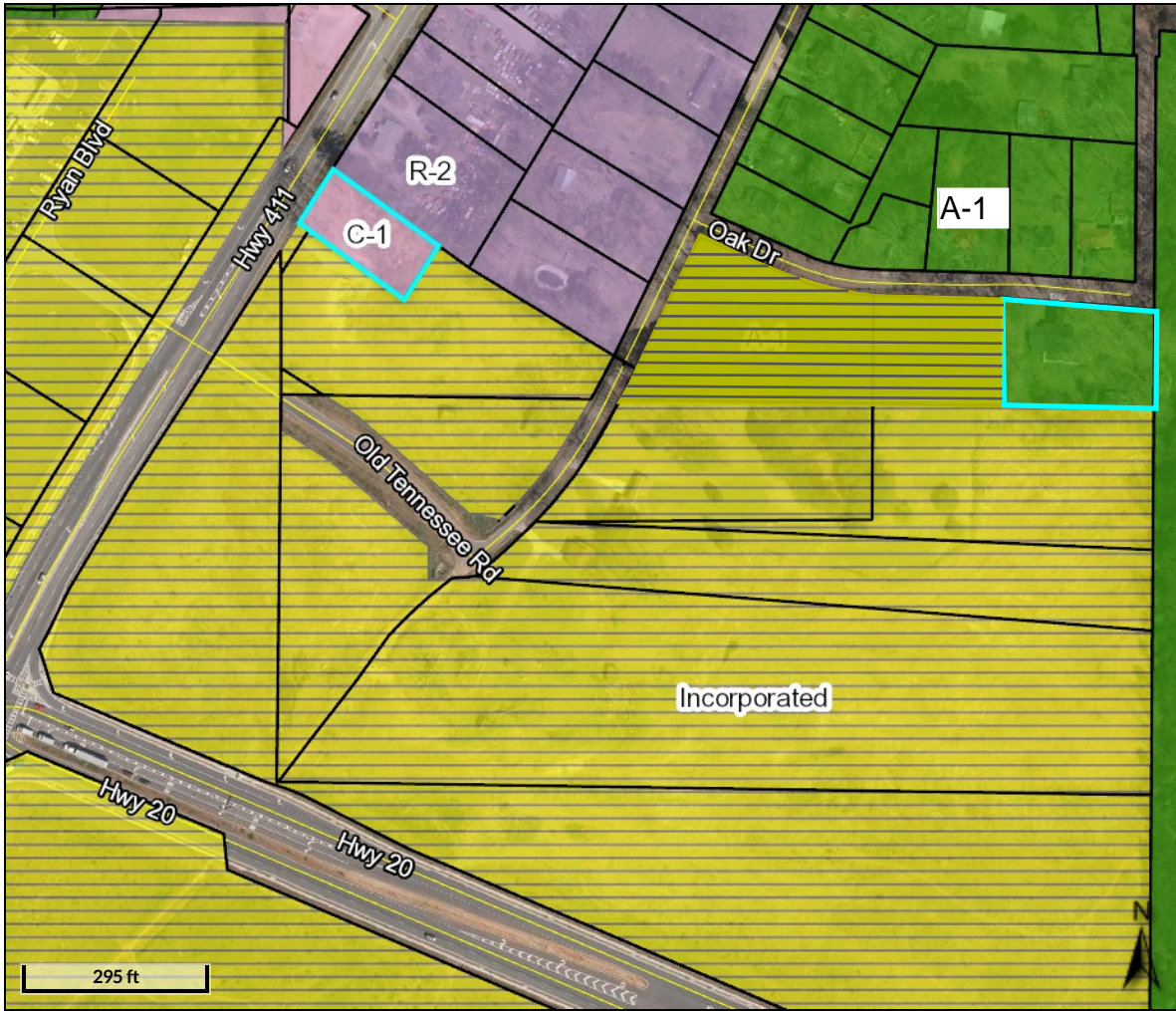
Brief Tax Description OAKLAND HGTS
(Note: Not to be used on legal documents)

Date created: 4/22/2021
Last Data Uploaded: 4/21/2021 10:21:18 PM

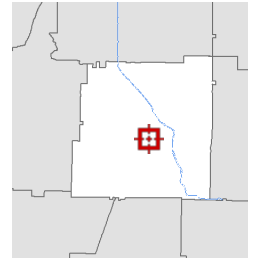
Developed by Schneider GEOSPATIAL

Parcel ID 0079B-0003-012 Alternate ID 20230
 Sec/Twp/Rng n/a Class Residential
 Property Address 1412 HWY 411 Acreage 0.46
 District Bartow County










Owner Address HIGHLANDS DEVELOPMENT ASSOCIATES LLC
 PO BOX 3248
 CARTERSVILLE, GA 30120



Overview



Legend

-  Parcels
-  Roads
- Bartow County Zoning**
-  A-1
-  A1(wC)
-  A1CU
-  BPD
-  BPD(wC)
-  C-1
-  C1(wC)
-  C1CU
-  CN
-  CN(wC)
-  CNCU
-  I-1
-  I-2
-  I1(wC)
-  I1CU
-  I2(wC)
-  I2CU
-  Incorporated
-  M-1
-  M1(wC)
-  M1CU
-  O/I
-  OI(wC)
-  OICU
-  PUD
-  PUD(wC)
-  PUDCU
-  R-1
-  R-2
-  R-3
-  R-4
-  R-7
-  R-8
-  R-8 w/c
- R-1(wC)

Parcel ID	0079B-0003-012	Alternate ID	20230	Owner Address	HIGHLANDS DEVELOPMENT ASSOCIATES LLC
Sec/Twp/Rng	n/a	Class	Residential	PO BOX 3248	
Property Address	1412 HWY 411	Acres	0.46	CARTERSVILLE, GA 30120	
District	Bartow County				
Brief Tax Description	OAKLAND HGTS				

(Note: Not to be used on legal documents)

Date created: 4/22/2021
 Last Data Uploaded: 4/21/2021 10:21:18 PM

Developed by  Schneider GEOSPATIAL

Application for Annexation/ Zoning
City of Cartersville

Case Number: A Meeting: June 3, 2021 Item 2.
Date Received: 3-23-21

Public Hearing Dates:

Planning Commission May 11, 2021 5:30pm 1st City Council 5/20/21 7:00pm 2nd City Council 6/13/21 7:00pm

Applicant Highlands Development Associates, LLC Office Phone 678-721-3285
(printed name) Associates, LLC
Address P.O. Box 3248 Mobile/ Other Phone 404-717-3219
City Cartersville State GA Zip 30120 Email dbaumann@reicon.org
Dale R. Baumann Phone (Rep) 404-717-3219
Representative's printed name (if other than applicant) Email (Rep) dbaumann@reicon.org
Dale R. Baumann Representative Signature [Signature] Applicant Signature
Signed, sealed and delivered in presence of: My commission expires: April 27, 2021
[Signature] Notary Public

* Titleholder Highlands Development Associates, LLC Phone 404-717-3219
(titleholder's printed name)
Address P.O. Box 3248 Email dbaumann@reicon.org
Cartersville, GA 30120
Signature [Signature]
Signed, sealed, delivered in presence of: My commission expires: April 27, 2021
[Signature] Notary Public

Present Zoning District ① Bartow County A-1 Requested Zoning Cartersville GC
② Bartow County C-1
Acreage ① .916 Land Lot(s) 23 District(s) ① ② 4th Section(s) 3rd ① ②
② .46
Location of Property: ① 38 Oak Drive, Cartersville, GA 30120
(street address, nearest intersections, etc.).
② 1412 Hwy 411, Cartersville, GA 30120
Reason for Rezoning Request: AWW property not door. Annexing land into
city and changing zoning to be consistent with other property
(attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZU-04

Tax Map Parcel(s) # ① 0079B-0002-001 Voting Ward(s) 6
② 0079B-0003-012

Current Land Use ① i ② Land - Savoy Museum Property Current Zoning ① A-1 ② C-1 ^{County}

Proposed Land Use same Proposed Zoning ① City G.C ② City G.C

Number of Dwelling Units 0/0 Number of Occupants 0/0

Owner Occupied? Yes _____ No NIA

Number of School-aged Children NIA Grade Level(s) of School-aged Children NIA

School(s) to be attended: NIA

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

Water: _____ City County _____ Well/ Other (NIA)

Sewer: _____ City County _____ Septic/ Other

Natural Gas: _____ City _____ Other (List) _____

Electricity: _____ City GA Power _____ Greystone
 _____ Other (List) _____

**CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS**

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

Date of Application: 3/23/21

Date Two Years Prior to Application: 3/23/19

Date Five Years Prior to Application: 3/23/16

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

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

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

N/A

MAS 3/23/21

Signature Date

Marty Sorenshine

Print Name

SURVEYOR'S CERTIFICATE

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

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

3-17-2021
Date



Georgia Registered Land Surveyor
WILLIAM C. SMITH (Seal)

ZONING ADMINISTRATOR:

- 1. Case Number: AZ 21-04
- 2. Yes No

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

3. Survey attached? Y.
3-23-21
Date



Zoning Administrator

SPACE FOR CLERK OF SUPERIOR COURT

**SURVEY FOR
ANNEXATION TO THE CITY OF CARTERSVILLE**
PROPERTY OF
HIGHLANDS DEVELOPMENT ASSOCIATES, LLC
LOTS 14 & 15, BLOCK 1
OAKLAND HEIGHTS
IN LAND LOT 23
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
TOTAL AREA = 2.373 ACRES

STATE PLANE COORDINATE TABLE

Point	Northing	Eastng
A"	1531855.930	2107234.006
B"	1531858.879	2107000.597
C"	1532030.267	2107001.003
D"	1532025.928	2107235.239

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

SPACE FOR GOVERNMENT BODY APPROVAL

NOTE:
THIS PLAT DOES NOT REQUIRE APPROVAL OF THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY.

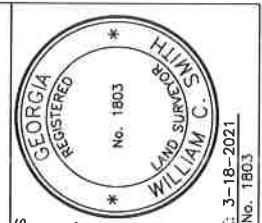
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE OBTAINED PRIOR TO RECORDING.

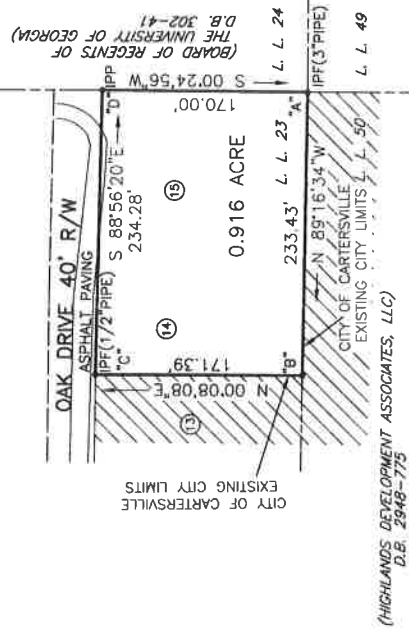
William C. Smith

DATE: 3-18-2021

WILLIAM C. SMITH, GEORGIA REGISTERED LAND SURVEYOR No. 1803



DATE OF LAST FIELD SURVEY WORK: 9-03-2019



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

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

REGISTERED LAND SURVEYOR No. 1803

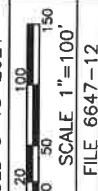
- R — RIGHT OF WAY
- LP — LIGHT POLE
- X — FENCE
- IP — IRON PIN PLACED
- IPF — IRON PIN FOUND
- CM — CONCRETE MARKER
- CH — CHORD
- L OR A — LENGTH OF CURVE
- PP — POWER POLE

D.B. — DEED BOOK & PAGE
SP — SERVICE POLE
LP — LIGHT POLE

6647.CRD 6647-12.DWG
FLOOD INSURANCE RATE MAP 13015C025B H DATED OCT. 5, 2018 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 174,000 FEET.

SEPTEMBER 3, 2019
REVISED 3-18-2021



SURVEYOR'S CERTIFICATE

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

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

3-17-21
Date



Georgia Registered Land Surveyor
WILLIAM C. SMITH (Seal)

ZONING ADMINISTRATOR:

1. Case Number: AZ 21-04

2. Yes No

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

3. Survey attached? Y
3-23-21
Date



Zoning Administrator

1412 Hwy 411 as of 4-21-21



1412 Hwy 411 as of 5-5-21. Sign repositioned.



1412 Hwy 411 as of 5-5-21.



1412 Hwy 411 as of 5-5-21.
Original structure razed.





38 Oak Dr. as of 4-21-21

38 Oak Dr. as of 5-5-21.
Sign repositioned.



38 Oak Dr. as of 5-5-21.
Sign repositioned.



Front of 38 Oak Dr. View to East. As of 5-5-21.



Middle/ Rear View of 38 Oak Dr. View to West. As of 5-5-21.
Original structure razed.



Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 21-21
Petition No. AZ21-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Highlands Development Associates, LLC. Property is located 1412 Hwy 411 (0079B-0003-012) and 38 Oak Dr. (0079B-0002-001). Said property contains 1.38 acres located in the 4th District, 3rd Section, Land Lot 23 as shown on the attached plat Exhibit “A”. Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of May, 2021.
ADOPTED this the 3rd day of June, 2021. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 22-21
Petition No. AZ21-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Highlands Development Associates, LLC. Property is located 1412 Hwy 411 (0079B-0003-012) and 38 Oak Drive (0079B-0002-001). Said property contains 1.38 acres located in the 4th District, 3rd Section, Land Lot 23 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from County C-1 (Commercial and County A-1 (Agriculture) to G-C (General Commercial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 20th day of May, 2021.
ADOPTED this the 3rd day of June, 2021. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU21-03
DEPARTMENT SUMMARY RECOMMENDATION:	Applicant requests a Special Use permit to allow automotive and truck sales or rental use at 780 West Ave. The property is zoned O-C (Office Commercial). Planning Commission approved.
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU21-03**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Christopher Barron**

Representative: **Christopher Barron**

Property Owner: **Jeffery Marlow**

Property Location: **780 West Ave** **C015-0008-018**

Access to the Property: **West Ave**

Site Characteristics:

Tract Size: Acres: **1.25** District: **4th** Section: **3rd** LL: **523**

Ward: **2** Council Member: **Jayce Stepp**

1. LAND USE INFORMATION

Current Zoning: **OC Office Commercial**

Proposed Zoning: **OC Office Commercial**

Proposed Use: **Automotive and Truck Sales or Rental**

Current Zoning of Adjacent Property:

North: **OC Office Commercial**

South: **R20 Residential**

East: **OC Office Commercial**

West: **OC Office Commercial**

The Future Development Map designates the subject property as: **Highway Commercial**

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

2. City Department Comments:

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: Takes no exception.

Gas: Takes no exception.

Public Works: No comments received.

Water and Sewer: No comments received.

3. Public Comments:

No public comments received by Planning and Development as of 5-4-21.

4. Special Use Review

Applicant wishes to have an auto and truck sales or rental use at this property. A special use permit is required by ordinance. This use may be compatible with other commercial uses along the West Ave corridor. The site has been used previously for used automotive sales, most recently in 2018, for Daniel Imports.

There are no other special use permits on file for Daniel Imports or other automotive sales or rental facilities at this location.

5. Zoning Ordinance Findings

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

A. 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.

B. How General Standards Are Met (Staff analysis)

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

How Standard #1 has / will be met: No impact.

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

How Standard #2 has / will be met: No impact. Parking is existing off-street.

Standard #3: Protective screening.

How Standard #3 has / will be met: There is a privacy fence along the southern (rear) property line adjacent to residential property. This fence or a 15ft buffer must be maintained.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: 8am to 8pm: Monday through Saturday.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Standard commercial lighting available by City Electric.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Existing driveway connected to West Ave.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: Majority of surrounding land uses are also commercial and zoned OC , with one (1) parcel to the South being R20 Residential. The has been used previously as an automobile sales or rental facility.

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

There are no additional special use standards for automotive sales or rental.

6. Staff Recommendation: *No objection to special use request. State and local occupational tax certificates will be required.*

7. Planning Commission Recommendation:

Application for Special Use
City of Cartersville

Meeting: June 3, 2021 Item 3.

Case Number: _____

Date Received: ~~3-12-21~~
3-12-21

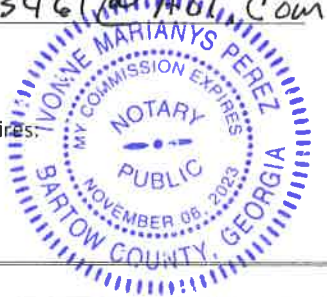
Public Hearing Dates:

Planning Commission May 11th 5:30pm 1st City Council May 20th 7:00pm 2nd City Council June 3rd 7:00pm

Applicant Christopher Burran Office Phone 678-719-8490
(printed name)
 Address 780 West Avenue Mobile/ Other Phone _____
 City Cartersville State Ga Zip 30120 Email cburran@best-auto-sales-experience.com
 Representative's printed name (if other than applicant) Chris Burran Phone (Rep) 404-486-3909
 Representative Signature _____ Applicant Signature _____
 Email (Rep) cburran@bestexperience-service.com
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
 Notary Public _____



* Titleholder Jeffery L Marlow Phone 404-372-0928
(titleholder's printed name)
 Address 2978 Edinburgs Way Email JSMARLOW3461@aol.com
 Signature Jeffery L Marlow
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
 Notary Public _____



Present Zoning District O-C Office Commercial C 015-0008-018
 Acreage 1.25 Land Lot(s) 523 District(s) 4 Section(s) 3rd
 Location of Property: East of Plymouth Dr
(street address, nearest intersections, etc.)
 Reason for Special Use Request: Auto sales

 (attach additional statement as necessary)

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



Overview



Legend

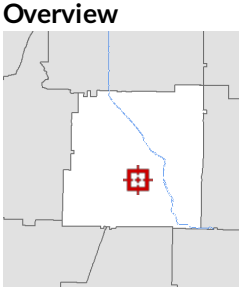
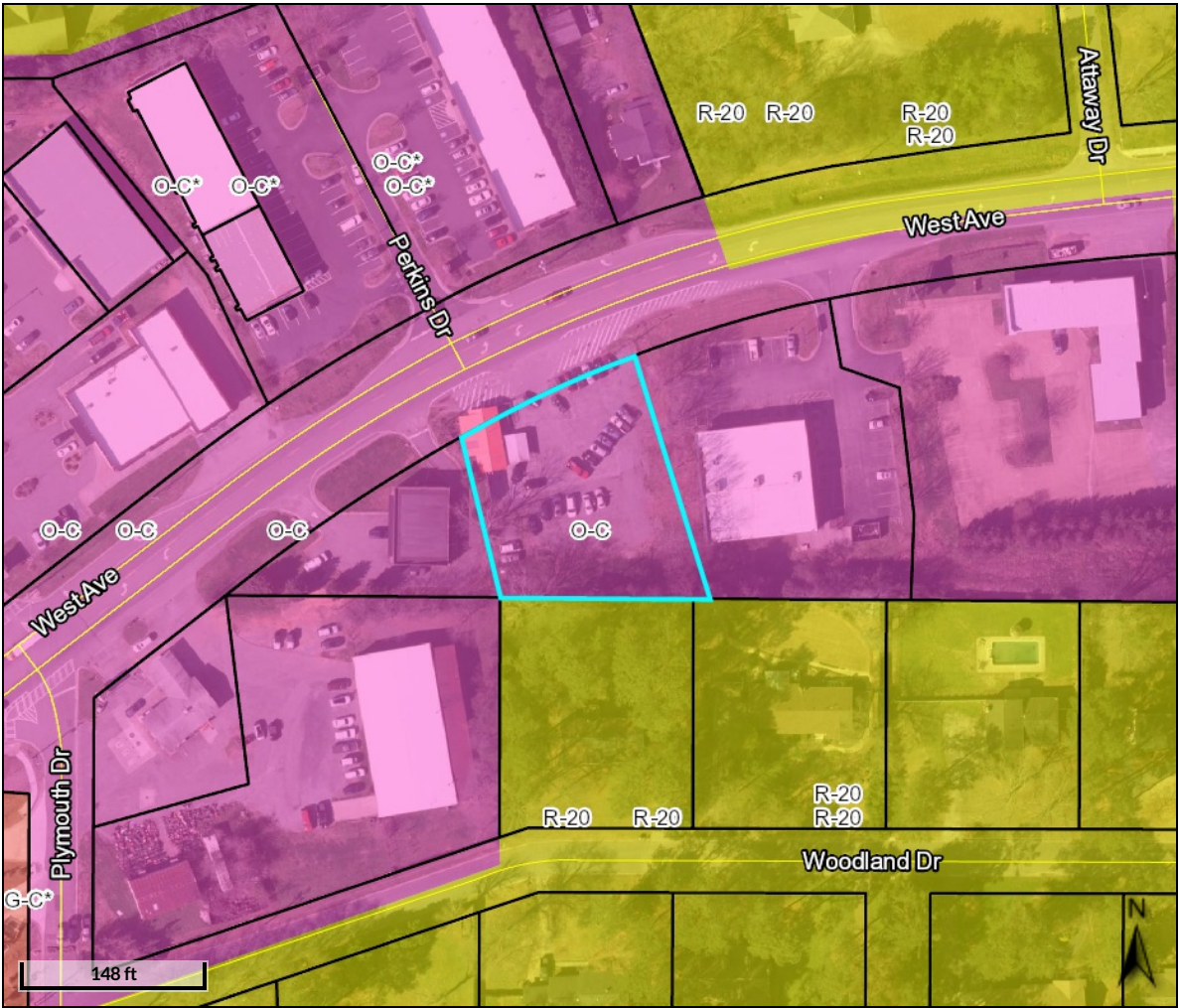
-  Parcels
-  Roads


































Parcel ID	C015-0008-018	Alternate ID	33861	Owner Address	2300 BURNTWOOD LLC
Sec/Twp/Rng	n/a	Class	Commercial		2300 BURNTWOOD DR
Property Address	780 WEST AVE	Acreage	1.25		KENNESAW, GA 30152
District	Cartersville				
Brief Tax Description	LOT & STORE				

(Note: Not to be used on legal documents)

Date created: 3/5/2021
 Last Data Uploaded: 3/4/2021 9:56:05 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
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 -  R-10
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 -  R-15*
 -  R-20
 -  R-20*
 -  R-7
 -  R-7*
 -  R-D
 -  RA-12
 -  RA-12*

Parcel ID C015-0008-018
 Sec/Twp/Rng n/a
 Property Address 780 WEST AVE
 District Cartersville

Alternate ID 33861
 Class Commercial
 Acreage 1.25

Owner Address 2300 BURNTWOOD LLC
 2300 BURNTWOOD DR
 KENNESAW, GA 30152

**CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS**

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

Date of Application: 3/2/2021

Date Two Years Prior to Application: 3/2/2019

Date Five Years Prior to Application: 3/2/2016

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

	YES	NO
Mayor: Matt Santini	_____	<u>0</u>
Council Member:		
Ward 1- Kari Hodge	_____	<u>X</u>
Ward 2- Jayce Stepp	_____	<u>X</u>
Ward 3- Cary Roth	_____	<u>X</u>
Ward 4- Calvin Cooley	_____	<u>X</u>
Ward 5- Gary Fox	_____	<u>X</u>
Ward 6- Taff Wren	_____	<u>X</u>
Planning Commission		
Greg Culverhouse	_____	<u>X</u>
Harrison Dean	_____	<u>X</u>
Lamar Pendley	_____	<u>X</u>
Lamar Pinson	_____	<u>X</u>
Travis Popham	_____	<u>X</u>
Jeffery Ross	_____	<u>X</u>
Stephen Smith	_____	<u>X</u>

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

3/2/2021

Signature _____ Date _____

Chris Barron

Print Name _____

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

Auto Sales

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

How Standard #1 has / will be met:

None will be affected

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

How Standard #2 has / will be met:

None will be affected

Standard #3: Protective screening.

How Standard #3 has / will be met:

Fence + Gate

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

How Standard #4 has / will be met:

8am - 8pm Mon - Saturday for Auto Sales

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Yes, provided by City of Caterville

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:


All good.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

Very Compatible

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

Signed, 
Applicant or Representative
Date 3/1/2021

NOTICE OF PUBLIC HEARING

May 11th

The City of Cartersville Planning Commission will hold a public meeting on ~~March 9th~~ at 5:30 p.m. in the City Hall Council Chambers, 3rd Floor, City Hall at 10 North Public Square, Cartersville, Georgia.

The Planning Commission will review an application by _____

requesting a Special Use for property located at 780 West Avenue in

Land Lot(s) 523 of the 4th District, 3rd Section, in the

O-C zoning district. Said property contains .601 acres.

The Cartersville City Council will hold the first reading on May 20th at 7:00 p.m. in the City Hall Council Chambers to consider the recommendation of the Planning Commission on the above mentioned application. The Cartersville City Council will have a second reading and final action on said application on Jun 3rd at 7:00 p.m. in the City Hall Council Chambers.

Please contact the City of Cartersville Planning & Development Department at City Hall, 2nd Floor, 10 North Public Square, Cartersville, Georgia 30120 or (770) 387-5600 to receive information on the filing thereof.

If you have interest in the proposed rezoning as stated above, you are encouraged to attend the meetings as stated herein.

CITY OF CARTERSVILLE

Case # _____



SPECIAL USE NOTICE

CASE NO. SU21-03

APPLICATION HAS BEEN MADE TO THE CITY OF CARTERSVILLE FOR A SPECIAL USE ON THIS PROPERTY

PLANNING COMMISSION MEETING
AT 5:30 P.M. ON 5/11/21

CITY COUNCIL FIRST READING
AT 7PM ON 5/20/21

CITY COUNCIL SECOND READING
AT 7:00 P.M. ON 6/3/21

HEARINGS TO BE HELD AT CITY HALL
10 NORTH PUBLIC SQUARE.

FOR ADDITIONAL INFORMATION CONTACT
THE PLANNING AND DEVELOPMENT DEPT.
AT 770-387-5600.





CITY OF CARTERSVILLE
SPECIAL USE NOTICE
 CASE NO. SU21-03
 APPLICATION HAS BEEN MADE TO THE CITY OF CARTERSVILLE FOR A SPECIAL USE ON THIS PROPERTY
 PLANNING COMMISSION MEETING AT 5:30 P.M. ON 5/11/21
 CITY COUNCIL FIRST READING AT 7 PM ON 5/20/21
 CITY COUNCIL SECOND READING AT 7:00 P.M. ON 6/3/21
 HEARINGS TO BE HELD AT CITY HALL 10 NORTH PUBLIC SQUARE.
 FOR ADDITIONAL INFORMATION CONTACT THE PLANNING AND DEVELOPMENT DEPT. AT 770-387-5600





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Other
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	COP21-13. 125 South Avenue. Appeal of HPC Decision
DEPARTMENT SUMMARY RECOMMENDATION:	<p>HPC denied painting of unpainted brick exterior of entire house per <i>Ordinance Sec. 9.25-53, Old Town Historic District, Part 1 Maintaining, Repairing and Replacing Existing Structures, (B) Masonry, Item 9 and (D) Paint, Item 2.</i></p> <p>Recommendation: Deny painting of unpainted brick exterior of entire house.</p>
LEGAL:	N/A



**Appeal of
Decision by the
Historic Preservation Commission
to City Council**

MEMO

To: City Council
From: Randy Mannino/David Hardegree
CC: Keith Lovell
Date: May 26, 2021
City Council meeting: June 3, 2021
Re: COP21-13. Appeal of HPC decision denying painting of unpainted brick

Following the appeal of the Womack residence painted brick situation at 716 West Avenue in April 2018, City Council requested that the HPC and staff review the city ordinance and design guidelines to recommend improvements to sections that were vague, ambiguous, or conflicted with other sections or guidelines, specifically pertaining to unpainted brick. Staff and HPC did this and provided a text amendment, T20-01, for review. The State Historic Preservation Office also reviewed the amendments and made comments that were incorporated into the final draft. City Council adopted the text amendment on 3-5-2020.

The original language that generally stated unpainted brick “should not” be painted, coated or waterproofed was revised to state that “one shall not” paint, coat or waterproof unpainted brick without approval from the HPC. This language clearly restricts the painting of unpainted brick, but allows the HPC to approve variances to paint or apply other treatments to unpainted brick when hardships exist as defined by Ordinance Section, *9.25-34 Application to preservation commission for certificate of preservation, Section K, Undue Hardship*.

In reviewing this COP application at the regular meeting of the HPC on May 18th and holding a public hearing on the application, the Commission found that no undue hardship existed and denied the applicants’ request to paint the unpainted exterior brick which includes the entire house constructed c1939. The applicants are appealing the Commissions’ decision.

David Hardegree

From: Clark Holden <cholden06@outlook.com>
Sent: Tuesday, May 25, 2021 4:34 PM
To: David Hardegree
Subject: [External]125 South Ave. Appeal request. Cop 21-13

Follow Up Flag: Follow up
Flag Status: Flagged

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

Hey David,

Abby and I would like to be added to the city council's agenda next week on Thursday June 3rd, to appeal the HPC's decision regarding the painting of our brick on South Ave.

Please let me know if you need anything from us.

Thank you for your help,

Clark and Abby Holden

678-925-9701
770-548-5517

Historic Preservation Commission Meeting
10 N. Public Square
May 18, 2021
5:30 P.M.

I. Opening Meeting

Call to order by Chairman Frisbee

Present: Greg Frisbee, Becky Carr, Jeff Glover, Brad Galland, Lynne Pritchett, Larry Gregory, and Vandi White

Staff Present: David Hardegree, Samantha Fincher, Meredith Ulmer, and Keith Lovell

Absent:

1. Call to Order

Chairman Frisbee announced a Work Session would be held after the meeting to discuss eligible items for administrative review.

2. Approval of Minutes

Chairman Frisbee called for a motion to approve the minutes of the last meeting. Board Member Pritchett made a motion to approve the meeting minutes from April 20, 2021. Board Member Carr seconded motion. Motion carried unanimously. Vote: 6-0.

3. New Business:

A. COP21-12 23 Etowah Drive Applicant: Ivan and Leah Phillips Scope: New front steps, new garage door, replace driveway and paint brick

Chairman Frisbee called for the next item on the agenda. Meredith Ulmer, Assistant City Planner stated the applicant would like to make exterior changes to the home, which include an addition of brick stairs, a variance to paint brick exterior, and removal of the metal fence. This home is contributing.

Chairman Frisbee opened the floor for discussion.

The Applicants, Ivan and Leah Phillips came forward to answer questions from the Board. Mrs. Phillips stated that the original home sat at 200 West Main Street. In 1961, the home was moved to 23 Etowah Drive. The center of the home is the original home and the brick wings were added later. They wish to paint the brick exterior to make the home look uniform.

Keith Lovell, Assistant City Attorney informed the applicants they will need to contact Public Works for the approval of the driveway.

The Architect for the project, James Macht came forward in favor of the application and stated this is “new brick” and not the porous brick that was used 100

years ago. Mr. Macht referenced other homes in the district that had painted brick recently.

The Board discussed that most of the work referenced was completed without approval from the Historic Preservation Commission and is subject to fines. The provided drawings for the project included brick piers/fencing that were not mentioned in the write up. Mr. Macht stated that the fence and piers are in the preliminary stage and can be revisited. Board member Glover asked for design solutions be submitted for review at a future date.

Abby Holden, 125 South Avenue came forward in favor of the application.

Board Member Glover made a motion to approve the following: addition of brick stairs, replacement of the asphalt driveway, removal of the chain link fence, and replacement of the garage and doors on rear of home with mahogany doors. The motion omitted the painting of the exterior brick. Board Member Pritchett seconded the motion.

Mr. Lovell asked Board Member Glover to clarify his motion because the project description on the application was slightly different from the staff write up.

Board Member Glover amended a motion to approve the following: addition of brick stairs, replacement of the asphalt driveway, removal of the chain link fence, addition of landscaping to correct drainage issues and replace the garage and doors on rear of home with mahogany doors. The motion omitted the painting of the exterior brick. Board Member Pritchett seconded the motion. Motion carried unanimously. Vote: 6-0.

Board Member White made a motion to grant a variance to allow the exterior brick to be painted. No second. Motion died.

No other motions were made.

Mr. Lovell informed the applicant that they have a right to appeal the denial to City Council. Appeals must submitted to David Hardegree within 30 days.

B. COP21-13 125 South Ave Applicant: Abby Holden Scope: New deck, replace windows, paint brick

Chairman Frisbee called for the next item on the agenda. Mrs. Ulmer stated the applicant proposes to paint exterior unpainted brick, add a deck to rear of house, and replace all windows with single hung colonial style windows.

Chairman Frisbee opened the floor for discussion.

The Applicant, Abby Holden came forward to answer questions from the Board.

Laura Hadaway, 129 South Ave came forward in favor of the application.

Board Member Pritchett made a motion to approve the deck and replacement of all windows with single hung colonial style windows and to deny the request to paint the exterior brick. Board Member Glover seconded the motion. Motion carried. Vote 5-1. Board Member White opposed.

Mr. Lovell informed the applicant that they have a right to appeal the denial to City Council. Appeals must be submitted to David Hardegree within 30 days.

5. Adjourn

With no further business, Chairman Frisbee adjourned the meeting at 6:31 p.m. The next scheduled Historic Preservation meeting is Tuesday, June 15, 2021 at 5:30 PM.

/s/ _____
Greg Frisbee
Chairman

DRAFT



**City of Cartersville Historic Preservation Commission
COP Application Staff Report**

Case: COP21-13

HPC Meeting – 5.18.2021

Application Information

Address: 125 South Avenue
 Applicant: Abby Holden
 Historic District: Olde Town
 Zoning: R7
 Setbacks: Front= 20ft. Rear= 20ft. Side= 8ft.

Brief Description: Exterior renovations which include: paint exterior unpainted brick, add deck to rear of house, and replace all windows with single hung colonial style windows.

Applicable Guidelines to Consider

Residential Design Guidelines		
<i>Part One: Maintaining, Repairing, Replacing Structures Contributing to a Historic District.</i>		
	A. Wood	K. Utilities and Energy Retrofit
	B. Masonry	L. Accessibility, Health, and Safety Considerations
	C. Architectural Metals	X M. Additions to Historic Buildings
X	D. Paint	N. Aesthetic Recommendations
	E. Roofs	
	F. Exterior Walls	PART TWO: New Construction
	G. Driveways, Walkways, and Off-Street Parking	
	H. Lighting	PART THREE: Relocation
X	I. Windows and Doors	
	J. Entrances, Porches and Balconies	PART FOUR: Demolition
Commercial Design Guidelines (Historic Downtown Business District)		
	PART ONE: General Guidelines for Structures Contributing to the District.	
	PART TWO: Guidelines for New Construction –	

The following scope of work is proposed:

- 1. paint unpainted brick, whole house;
- 2. add 17ft X 20ft deck to rear of house;
- 3. replace (19) 1/1 windows, multiple dimensions;
- 4. replace (1) 6/0 window (half window- rear of house);
- 5. replace (4) 1/5 casement windows on rear porch.
 * all new windows to be single hung, aluminum clad colonial style windows.

History of the Property- Bartow County Tax assessor’s records state the house was built in 1939. Georgia Historic Resources Survey states the house was built c.1939.

Previous COPs on file: No previous COP’s on file.

Analysis of the COP:

The house is historic, contributing. The style of house is American Small House with English Vernacular Revival properties. The applicant wishes to paint the entire house which is currently all unpainted brick. There are some cracked brick near the rear porch that may have been damaged when a pergola or trellis structure abutted the house. Also, paint residue transferred onto the brick from this structure as evidenced in the pictures. The residue can likely be removed using a gel type paint remover.

Per Sec. 9.25-53, *Olde Town Historic District, Part 1 (B), Masonry, item 9, and (D) Paint, item 2*, unpainted brick shall not be painted. The commission may grant a variance to permit the painting of unpainted brick per *Ord. Sec. 9.25-34 (k), Undue Hardship*.

The applicant wishes to replace all windows with an aluminum clad, single hung, colonial style window. Limited information was provided regarding new pane configuration, but the commission historically would prefer to see the same pane configurations used. However colonial style windows are traditionally a multi-pane configuration like 6/6 which would be appropriate for the district. Discussion will be needed on the pane configuration, appropriateness of internal or external grids and muntin profiles.

Refer to Sec. 9.25-53, Olde Town Historic District, Part 1 (I), Windows and Doors

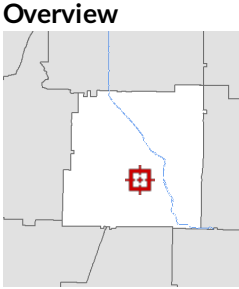
The deck addition to the rear of the house and the proposed materials seem appropriate for the district. Similar deck additions have been approved previously. Currently, the deck will be accessed from the back yard. No internal access is planned. Refer to *Sec. 9.25-53, Olde Town Historic District, Part 2 (A), Additions to Historic Buildings*.

**Commissioners Work Sheet
Materials:**

	Existing Materials	Materials to be Used
Roof		
Siding		
Windows	Undetermined	Aluminum clad
Doors		
Exterior Lighting		
Foundation		
Deck	NA	Trex (Composite)
Steps		
Porches		
Ornamentation		

Notes:

I move to (approve, approve w/ conditions, or deny) the application for (state proposed changes) at (address) (as submitted, or with the following conditions). I find (compliance or noncompliance) with the guidelines referenced in the staff report and those brought up during discussion.



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

Parcel ID	C017-0017-006	Alternate ID	34428	Owner Address	KNZ HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	Residential		21 RETREAT RIDGE SE
Property Address	125 SOUTH AV	Acres	0.59		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 537 D 4				

(Note: Not to be used on legal documents)

Date created: 5/14/2021
 Last Data Uploaded: 5/13/2021 10:15:07 PM

Developed by 

Sec. 9.25-34. Application to preservation commission for certificate of preservation.

(a)-(d) omitted

(e) *Commission reaction to application for certificates of preservation.*

- (1) The commission shall approve or approve with conditions the application and issue a certificate of preservation if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the historic, or architectural significance of the historic property or historic district. In making this determination, the historic preservation commission shall consider, in addition to other pertinent factors, the historical and architectural significance, architectural style, general design arrangements, texture, and material of the architectural features involved, and the relationship thereof to the exterior architectural style, and pertinent features of the other structures, buildings, objects, or works of art in the immediate neighborhood.
- (2) The commission shall deny a certificate of preservation if it finds that the proposed new construction or material change(s) in the appearance of an existing structure(s) would have substantial adverse effects on the historic, or architectural significance of the historic property or the historic district. A certificate of preservation may not be denied on the basis of exterior paint color.

(f) *Necessary action to be taken by commission upon rejection of application for certificate of preservation.*

- (1) In the event the commission rejects an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant. The commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after doing so.
- (2) In cases where the application covers a material change in the appearance of a structure, building, object, or work of art which would require the issuance of a building permit, the rejection of the application for a certificate of preservation by the commission shall be binding upon the building official or other administrative officer charged with issuing building permits, and in such a case, no building permit shall be issued.

(g)-(j) omitted

(k) *Undue hardship.* Where, by reason of unusual circumstance, the strict application of any provision of this chapter would result in the exceptional practical difficulty or undue hardship upon any owner of a specific property, the commission, in passing upon applications, shall have the power to vary or modify strict adherence to said provisions, or to interpret the meaning of such provisions, so as to relieve such difficulty or hardship; provided such variances, modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this chapter. An undue hardship shall not be a situation of the person's own making.

(l) *Requirements of conformance with certificates of preservation.*

- (1) All work performed pursuant to an issued certificate of preservation shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the building official shall issue a cease and desist order and all work shall cease.

(2) The city council shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance of a designated historic property or historic district except those changes made in compliance with the provisions of this chapter or to prevent any illegal act or conduct with respect to such historic property or historic district.

(m) *Certificate of preservation void if construction not commenced.* A certificate of preservation shall become void unless construction is commenced within six (6) months of date of issuance. Certificates of preservation shall be issued for a period of eighteen (18) months and are renewable.

(n)-(o) omitted

(p) *Appeals.* Any person adversely affected by any determination made by the commission relative to the issuance of denial of a certificate of preservation may appeal such determination to the city council. Any such appeal must be filed with the city council within thirty (30) days after the issuance of the determination pursuant to section 9.25-34(j)(1) of this chapter. The city council may approve, modify, or reject the determination made by the commission, if the governing body finds that the commission abused its discretion in reaching its decision. Appeals from decision of the city council may be taken to the Superior Court of Bartow County in the manner provided by law for appeals from conviction for city ordinance violations.

(Ord. No. 19-01, § IV, 5-17-01; Ord. No. 47-04, § 6, 6-17-04)

Sec. 9.25-53. Olde Town Historic District.

(a)-(d) omitted

DESIGN STANDARDS FOR STRUCTURES
CONTRIBUTING TO THE RESIDENTIAL HISTORIC DISTRICTS

INTRODUCTION

The following Residential Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties, latest edition, for guidance.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and, as such, shall not be considered by the Commission in reviewing said applications.

Generally:

1. It is not appropriate to introduce structures or contemporary equipment such as satellite dishes, solar collectors, playground equipment, heating and air units, storage units, and swimming pools, in locations that compromise the historic character of the building or site. Locate such features unobtrusively, and screen them from view.

2. When planning to alter the topography of a site substantially through grading, filling, or excavation, one shall contact the Cartersville Planning and Development Department to confirm that the proposed changes comply with the city building code and development regulations.
3. When remodeling historic structures or constructing new structures in historic districts, care shall be taken in retaining and preserving the historic relationship between buildings and related features of the district, to include but not be limited to, site topography, retaining walls, foundation plantings, hedges, walkways, driveways, parking lots, trees, gardens, yards, arbors, ground cover, fences, accessory buildings, patios, terraces, and significant vistas and views.

PART ONE—MAINTAINING, REPAIRING, AND REPLACING EXISTING STRUCTURES

A. *Wood- Omitted*

B. **Masonry:**

1. Retain and preserve masonry features that contribute to the overall historic character of a building and a site, including walls, foundations, roofing materials, chimneys, cornices, quoins, steps, buttresses, piers, columns, lintels, arches, and sills.
2. Protect and maintain historic masonry materials, such as brick, terra cotta, limestone, granite, stucco, slate, concrete, cement block, and clay tile, and their constructive features, including bond patterns, corbels, water tables, and unpainted surfaces.
3. Repair historic masonry surfaces and features using recognized preservation methods for piecing-in, consolidating, patching damaged or deteriorated masonry. One shall not apply a waterproof coating to exposed masonry.
4. Repoint masonry mortar joints if the mortar is cracked, crumbling, or missing or if damp walls or damaged plaster indicate moisture penetration.
5. Before repointing, carefully remove deteriorated mortar using hand tools. Replace the mortar with new mortar that duplicates the original in strength, texture, and composition. Match the original mortar joints in width and profile.
6. If replacement of a deteriorated detail, module, or element of a masonry feature or surface is necessary, replace only the deteriorated portion in kind rather than the entire surface or feature. Use compatible substitute materials only if using the original material is not technically feasible.
7. If replacement of a large masonry surface or entire feature is necessary, replace it in kind, with matching, substitute materials only if using the original material is not technically feasible.
8. If a masonry feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible with the scale, size, and material of the historic building and district.
9. One shall not paint, coat, or waterproof unpainted masonry surfaces. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
10. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Inspect surfaces and features for signs of moisture damage, vegetation, structural cracks or settlement, deteriorated mortar, and loose or missing masonry units.
 - b. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces, collecting on decorative elements or along foundations and piers, and rising through capillary action.

- c. Clean masonry only when necessary to remove heavy soiling or prevent deterioration. Use the gentlest means possible.
- d. Repaint painted masonry surfaces when needed.
- e. Test any cleaning technique, including chemical solutions, on an inconspicuous sample area well in advance of the proposed cleaning to evaluate its effects. One shall not clean masonry features and surfaces with destructive methods, including sandblasting, high-pressure water blasting, and power washing.

D. Paint:

- 1. Preserve and protect original exterior building surfaces and site features that were painted by maintaining a sound paint film on them.
- 2. One shall not paint brick, stone, copper, bronze, concrete, or cement block surfaces that were historically unpainted. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
- 3. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
- 4. One shall not remove paint films through destructive methods such as sandblasting, water blasting, power washing, or the use of propane or butane torches.
- 5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain previously painted exterior surfaces in appropriate ways:
 - 1. Inspect painted surfaces for signs of discoloration, moisture damage, mildew, and dirt buildup.
 - 2. Clean painted surfaces to avoid unnecessary repainting. Use the gentlest means possible.
 - 3. Remove deteriorated and peeling paint films to the first sound paint layer before repainting. Use the gentlest means possible, such as hand scraping and hand sanding. Use electric heat guns and plates with caution and only if gentler methods are ineffective.
 - 4. Ensure that surfaces to be repainted are clean and dry, and that any exposed wood or metal surface has been primed so that new paint will bond properly.
 - b. Repaint previously painted surfaces with compatible paint.

E.-J. Omitted

I. Windows and doors:

- 1. Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, muntins, sills, heads, moldings, surrounds, hardware, shutters, and blinds.
- 2. Retain and preserve doors that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, glazing, panels, sidelights, fanlights, surrounds, thresholds, and hardware.
- 3. If replacement of a deteriorated window or door feature or detail is necessary, replace only the deteriorated feature in kind rather than the entire unit. Match the original in design, dimension,

- and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of a deteriorated window or door unit is necessary, replace the unit in kind, matching the design and dimension of the original sash or panels, pane configuration, architectural trim, detailing, and materials. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
 5. If a window or a door is completely missing, replace it with a new unit based on accurate documentation of the original or a new design compatible with the original opening and the historic character of the building.
 6. Replace deteriorated or missing wooden shutters with historically appropriate wooden shutters sized to fit the opening. Do not introduce shutters on a historic building if no evidence of earlier shutters exists.
 7. If additional windows and doors are necessary for a new use, install them on a rear or non-character-defining facade of the building, but only if they do not compromise the architectural integrity of the building. Design such units to be compatible with the overall design of the building, but not to duplicate the original.
 8. One shall not remove original doors, windows, shutters, hardware, and without approval from the Commission.
 9. One shall not remove any detail material associated with windows and doors, such as stained glass, beveled glass, textured glass, or tracery, unless supported by historic documentation.
 10. One shall not use snap-in muntins to create false divided-light appearance.
 11. One shall not replace clear glazing with tinted or opaque glazing.
 12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the wood and metal elements of historic windows and doors through appropriate methods:
 1. Inspect regularly for deterioration, moisture damage, air infiltration, paint failure, and corrosion.
 2. Clean the surface using the gentlest means possible.
 3. Limit paint removal and reapply protective coatings as necessary.
 4. Reglaze sash as necessary to prevent moisture infiltration.
 5. Weather-strip windows and doors to reduce air infiltration and increase energy efficiency.
 - b. Repair historic windows and doors and their distinctive features through recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 - c. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with the existing meeting rail.
 - d. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door and frame. Select storm doors with a painted, stained, or baked-enamel finish that is compatible with the existing door. Bare aluminum storm doors are not appropriate.

- e. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.

J. *Entrances, porches, and balconies:*

1. Retain and preserve entrances, porches, and balconies that contribute to the overall historic character of a building, including such functional and decorative elements as columns, pilasters, piers, entablatures, balustrades, sidelights, fanlights, transoms, steps, railings, floors, and ceilings.
2. When repairing historic entrances, porches, balconies and their distinctive features and materials, use recognized preservation methods for patching, consolidating, splicing, and reinforcing.
3. If replacement of a deteriorated detail or element of an entrance, porch or balcony feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of an entire entrance, porch or balcony feature is necessary because of deterioration, replace in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a feature or an entire entrance, porch or balcony is missing, replace it with a feature based on accurate historic documentation or a new design compatible with the historic character of the building and the district.
6. One shall not enclose a front porch or balcony without approval from the Commission.
7. One shall not remove any detail material associated with entrances and porches, such as graining, spindle-work, beveled glass, or beaded board, unless supported by historic documentation.
8. One shall not remove an original entrance or porch or add a new entrance or porch on a primary facade.
9. One shall not introduce features or details to a historic entrance, porch or balcony that would create a false historical appearance.

K.-M. Omitted

PART TWO—ADDITIONS AND NEW BUILDING CONSTRUCTION

A. *Additions to historic buildings:*

1. Design an addition to be compatible with the historic building in mass, materials, and relationship of solids to windows and doors in the exterior walls, yet make the addition discernible from the original.
2. One shall not construct an addition if it will detract from the overall historic character of the principal building and the site, or if it will require the removal of a significant building element or site feature.
3. One shall not construct an addition that significantly changes the proportion of built mass to open space on the individual site.
4. Construct new additions so that there is the least possible loss of historic fabric and so that the character-defining features of the historic building are not destroyed, damaged, or obscured.

5. Design new additions so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and view are retained.
6. Locate a new addition on an inconspicuous elevation of the historic building, usually the rear one.

All remaining sections- Omitted

(Ord. No. 04-04, § 2, 2-5-04; Ord. No. 51-08, § 1, 12-4-08; Ord. No. 04-20, § 1, 3-5-20)

Source:

https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodemd=COOR_CH9.25HIPR

Cartersville Historic Preservation CERTIFICATE OF PRESERVATION APPLICATION



PROCEDURE

Application Requirements

All Applications must be complete and include support materials listed on the reverse of this form and a \$25 non-refundable application fee.

Application Deadlines

See 3rd page of application for application submittal deadlines.

Application Representation

The applicant or authorized representative of the applicant should attend the public hearing to support the application.

Building Permits Requirements

In Addition to a COP application, building permits must be acquired from the Community Development Department. **Building permits will not be issued without proof of a COP.**

Deadline for Project Completion

After approval, the COP is valid for 18 months and void if construction does not begin within 6 months of approval.

Office Use Only

Case Number	_____
Date Received	_____
Contributing	_____
Zoning	_____
Legal Advertisement	_____
Notified Adjacent	_____
HPC Hearing	_____
HPC Decision	_____
COP Expiration	_____
Project Completion	_____
Tax Parcel	_____

*Applicant: Abby Holden

Mailing Address: 125 South Ave

Cartersville, GA 30120

Phone: 770-548-5517

*NOTE: If applicant is not the owner, as listed on the Property Deed, a letter from the owner authorizing the proposed work must be included along with owner's phone number and address.

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Property Address: 125 South Ave

Cartersville, GA 30120

Existing Building Type:

- Residential One, Two or Multi-family _____
- Commercial Garage, Storage _____
- Other _____

Brief Project Description (example: addition of sunroom, installation of fence):

Type of Project (Check all that apply):

- New building
- Addition to building
- Relocation of building(s)
- Demolition
- Fence(s), wall(s), landscaping
- Minor exterior change
- Major restoration, rehabilitation, or remodeling
- Other _____

Start Date: May 20th 2021

Anticipated Completion: July 5th 2021

Contractor/Consultant/Architect: _____

Self/ Juarez Painting

Precedence of Decisions

Each application will be considered on its own merit with reference to the Secretary of the Interior's Standards and the Commission's published guidelines. While the Historic Preservation Commission may consider past actions when making decisions on an Application for a Certificate of Preservation, it is not held by those decisions when considering new applications that may appear similar in character.

APPLICATION CHECKLIST

The following list includes the support material necessary for review of a particular project.

New Buildings and New Additions

- site plan
- architectural elevations
- floor plan
- landscape plan (vegetation not required)
- description of construction materials
- photographs of proposed site and adjoining properties

Major Restoration, Rehabilitation, or Remodeling

- architectural elevations or sketches
- description of proposed changes
- description of construction materials
- photographs of existing building
- documentation of earlier historic appearances (restoration only)

Minor Exterior Changes

- description of proposed changes
- description of construction materials
- photographs of existing building

Site Changes – Parking areas, Drives, Walks

- site plan or sketch of site
- description of construction materials
- photographs of site

Site Changes – Fences, Walls, Systems

- site plan or sketch of site
- architectural elevations or sketches
- description of construction materials
- photographs of site

Site Changes – Signs

- specifications
- description of construction materials and illumination

Demolition

Must include a complete plan for the new development.

- timetable
- demolition budget
- new construction budget
- evidence of adequate financing

NOTE: Only complete applications will be placed on the agenda for design review. Submit to:

City of Cartersville
Planning and Development Department
P.O. Box 1390
Cartersville, GA 30120

PROJECT DESCRIPTION

Meeting: June 3, 2021 Item 4.

Include support materials and attach additional sheets if needed. If the proposed scope of work will involve more than one type of project, please divide the description. [Example: (1) Addition to rear (2) New roof]

1. Paint the entire exterior of the house. Exterior Color: Sherwin Williams Oyster White SW7637

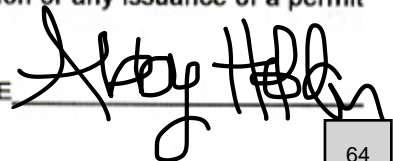
2. Add a 20ft x17ft Deck to the rear of house. Material: Trex Decking

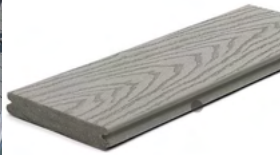
3. Replace all exterior windows of the house with Single hung colonial style windows

AUTHORIZATION

In consideration for the City of Cartersville's review of this application for a proposed change to a locally designated property, the applicant agrees to hereby indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, and/or liability arising from or related to this application or any issuance of a permit hereunder.



DATE 4/23/2021 SIGNATURE

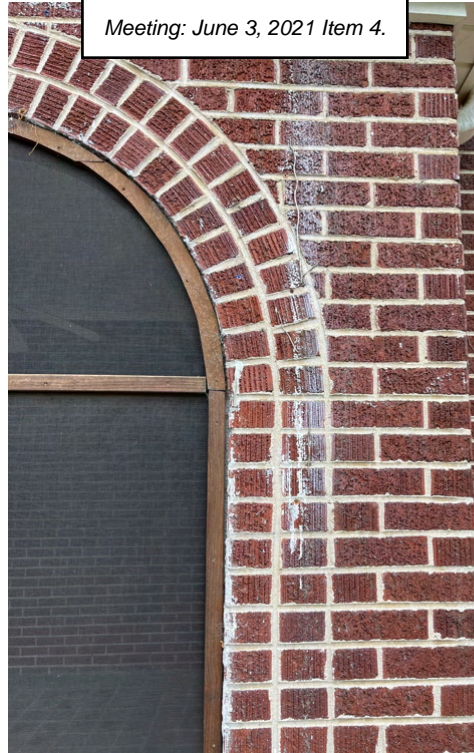




Exterior Paint Color

SW 7637
Oyster White
Interior / Exterior
Location Number: 254-C7













CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Other
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	COP21-12. 23 Etowah Drive. Appeal of HPC Decision
DEPARTMENT SUMMARY RECOMMENDATION:	<p>HPC denied painting of unpainted brick exterior of entire house per <i>Ordinance Sec. 9.25-53, Old Town Historic District, Part 1 Maintaining, Repairing and Replacing Existing Structures, (B) Masonry, Item 9 and (D) Paint, Item 2.</i></p> <p>Recommendation: Deny painting of unpainted brick exterior of entire house.</p>
LEGAL:	N/A



**Appeal of
Decision by the
Historic Preservation Commission
to City Council**

MEMO

To: City Council
From: Randy Mannino/David Hardegree
CC: Keith Lovell
Date: May 26, 2021
City Council meeting: June 3, 2021
Re: COP21-12. Appeal of HPC decision denying painting of unpainted brick

Following the appeal of the Womack residence painted brick situation at 716 West Avenue in April 2018, City Council requested that the HPC and staff review the city ordinance and design guidelines to recommend improvements to sections that were vague, ambiguous, or conflicted with other sections or guidelines, specifically pertaining to unpainted brick. Staff and HPC did this and provided a text amendment, T20-01, for review. The State Historic Preservation Office also reviewed the amendments and made comments that were incorporated into the final draft. City Council adopted the text amendment on 3-5-2020.

The original language that generally stated unpainted brick “should not” be painted, coated or waterproofed was revised to state that “one shall not” paint, coat or waterproof unpainted brick without approval from the HPC. This language clearly restricts the painting of unpainted brick, but allows the HPC to approve variances to paint or apply other treatments to unpainted brick when hardships exist as defined by Ordinance Section, *9.25-34 Application to preservation commission for certificate of preservation, Section K, Undue Hardship.*

In reviewing this COP application at the regular meeting of the HPC on May 18th and holding a public hearing on the application, the Commission found that no undue hardship existed and denied the applicants request to paint the unpainted exterior brick which includes only the two (2) outer wings of the house that were constructed in 1961. The applicants are appealing the Commissions’ decision.

David Hardegree

From: Leah Phillips <leahphillips@thedeloscompany.com>
Sent: Wednesday, May 19, 2021 2:16 PM
To: David Hardegree
Subject: RE: [External]Phillip's Residence
Attachments: Appeal to the City Council.docx

Follow Up Flag: Follow up
Flag Status: Completed

David,

I have attached our letter of appeal. Does this suffice, or do I need to print this and run it down to you?

Do I need to get this to the City Council for their upcoming meeting, or is this something that you handle.

Just want to make sure that we are thorough.

Thank you for your time.

Sincerely,

Leah Phillips
Cell #: 770.653.6698

From: David Hardegree <dhardegree@cityofcartersville.org>
Sent: Wednesday, May 19, 2021 12:55 PM
To: 'Delos2' <leahphillips@thedeloscompany.com>
Subject: RE: [External]Phillip's Residence

There is no standard letter or form to complete. You can draft a standard letter or send me an email with the following information:

- Name
- Address
- Phone #
- Case # COP21-12

- The item you are appealing
- Why you are appealing
- The justification for the appeal

My schedule seems change by the minute this week. If you have questions about the process or writing the letter, let's schedule a call time. I'll be happy to assist you.

David

David Hardegree
O. 770-387-5614

Name: Leah & Ivan Phillips

Address: 23 Etowah Drive

Phone #: 770.653.6698

Case #: COP21-12

Appeal:

We Would Still Like the Authority to Paint Brick Wings that Were Added Later in 1961

Why We Are Appealing & Justification:

Our Home Stopped Being a Contributing Historic Home in January of 1961, When the Brick Wings Were Added, Even Though it is Apparently Still Listed as One. When We Tell People Where We Live, They Typically Remark, Oh Yes, that 60's Ranch.

Our Brick Was Manufactured in the 60's. It is Not Historic Soft/Chalky Brick that Needs to Breathe, Which Was Initially Why Historic Boards Started Restricting This. As a Building Material, it will Not be Compromised by Painting. If We Were to Not Paint, then We Would be Inclined to Use Creeping Fig Vine to Texturally Soften the Look of Both Wings. We Would Prefer Not to Do this Though, because this Could Eventually Compromise the Mortar.

We Can Understand the Committee's Need to Keep the Historic District Historic. When a House is in the Historic District that isn't Historic, or has had Changes Made to it Throughout the Years to Where it No Longer Looks Historic, then Compromising to Achieve a Historic Curb Appeal for the Community Makes the Most Sense.

Our House Would Look More Historic Visually if We Were Allowed to Use Paint to Tie Three Separate Parts Together. If Our Home Had Not Been Historically Compromised, or if it was Entirely Brick, We Would Not be Asking to Unify the Look of the House With Paint. We are Simply Trying to Work with What We Have to Make it Look Like it Truly Belongs in the Historic District.



Original House (1886) Operated as Doctor Wofford's Doctors Office
Stood for 75 Years at 200 West Main Street



The Marler Family Purchased the Home, to Keep it from Being Demolished, When Region's Bank Was Built
On Thursday, January 19th, 1961 this House was Moved to a Nearby Vacant Lot Where it Stands Today



Brick "Ranch" Styled Homes Were the Rage of the 60's
This House Was Placed on Top of a 3-sided Brick Basement
And Brick Wings Were Added on Either Side.
This is What the House Looked Like When We Purchased it in 2007



Since 2007 Ivan and I have Raised Ivan's Daughter, Had Two Boys of Our Own
and Gotten into American Manufacturing
We Have Tried to Tie these Three Segments Together the Best that We Can

Historic Preservation Commission Meeting
10 N. Public Square
May 18, 2021
5:30 P.M.

I. Opening Meeting

Call to order by Chairman Frisbee

Present: Greg Frisbee, Becky Carr, Jeff Glover, Brad Galland, Lynne Pritchett, Larry Gregory, and Vandi White

Staff Present: David Hardegree, Samantha Fincher, Meredith Ulmer, and Keith Lovell

Absent:

1. Call to Order

Chairman Frisbee announced a Work Session would be held after the meeting to discuss eligible items for administrative review.

2. Approval of Minutes

Chairman Frisbee called for a motion to approve the minutes of the last meeting. Board Member Pritchett made a motion to approve the meeting minutes from April 20, 2021. Board Member Carr seconded motion. Motion carried unanimously. Vote: 6-0.

3. New Business:

A. COP21-12 23 Etowah Drive Applicant: Ivan and Leah Phillips Scope: New front steps, new garage door, replace driveway and paint brick

Chairman Frisbee called for the next item on the agenda. Meredith Ulmer, Assistant City Planner stated the applicant would like to make exterior changes to the home, which include an addition of brick stairs, a variance to paint brick exterior, and removal of the metal fence. This home is contributing.

Chairman Frisbee opened the floor for discussion.

The Applicants, Ivan and Leah Phillips came forward to answer questions from the Board. Mrs. Phillips stated that the original home sat at 200 West Main Street. In 1961, the home was moved to 23 Etowah Drive. The center of the home is the original home and the brick wings were added later. They wish to paint the brick exterior to make the home look uniform.

Keith Lovell, Assistant City Attorney informed the applicants they will need to contact Public Works for the approval of the driveway.

The Architect for the project, James Macht came forward in favor of the application and stated this is “new brick” and not the porous brick that was used 100

years ago. Mr. Macht referenced other homes in the district that had painted brick recently.

The Board discussed that most of the work referenced was completed without approval from the Historic Preservation Commission and is subject to fines. The provided drawings for the project included brick piers/fencing that were not mentioned in the write up. Mr. Macht stated that the fence and piers are in the preliminary stage and can be revisited. Board member Glover asked for design solutions be submitted for review at a future date.

Abby Holden, 125 South Avenue came forward in favor of the application.

Board Member Glover made a motion to approve the following: addition of brick stairs, replacement of the asphalt driveway, removal of the chain link fence, and replacement of the garage and doors on rear of home with mahogany doors. The motion omitted the painting of the exterior brick. Board Member Pritchett seconded the motion.

Mr. Lovell asked Board Member Glover to clarify his motion because the project description on the application was slightly different from the staff write up.

Board Member Glover amended the motion to approve the following: addition of brick stairs, replacement of the asphalt driveway, removal of the chain link fence, addition of landscaping to correct drainage issues and replace the garage and doors on rear of home with mahogany doors. The motion omitted the painting of the exterior brick. Board Member Pritchett seconded the motion. Motion carried unanimously. Vote: 6-0.

Board Member White made a motion to grant a variance to allow the exterior brick to be painted. No second. Motion died.

No other motions were made.

Mr. Lovell informed the applicant that they have a right to appeal the denial to City Council. Appeals must submitted to David Hardegree within 30 days.

B. COP21-13 125 South Ave Applicant: Abby Holden Scope: New deck, replace windows, paint brick

Chairman Frisbee called for the next item on the agenda. Mrs. Ulmer stated the applicant proposes to paint exterior unpainted brick, add a deck to rear of house, and replace all windows with single hung colonial style windows.

Chairman Frisbee opened the floor for discussion.

The Applicant, Abby Holden came forward to answer questions from the Board.

Laura Hadaway, 129 South Ave came forward in favor of the application.

Board Member Pritchett made a motion to approve the deck and replacement of all windows with single hung colonial style windows and to deny the request to paint the exterior brick. Board Member Glover seconded the motion. Motion carried. Vote 5-1. Board Member White opposed.

Mr. Lovell informed the applicant that they have a right to appeal the denial to City Council. Appeals must be submitted to David Hardegree within 30 days.

5. Adjourn

With no further business, Chairman Frisbee adjourned the meeting at 6:31 p.m. The next scheduled Historic Preservation meeting is Tuesday, June 15, 2021 at 5:30 PM.

/s/ _____
Greg Frisbee
Chairman

DRAFT



City of Cartersville Historic Preservation Commission COP Application Staff Report
Case: COP21-12

HPC Meeting – 5-18-2021

Application Information

Address: 23 Etowah Drive
 Applicant: Ivan and Leah Phillips
 Historic District: West End
 Zoning: R7
 Setbacks: Front= 20ft. Rear= 20ft. Side= 8ft.

Brief Description: Applicant proposes exterior changes to the house which include: addition of brick stairs, a variance to paint brick exterior, and remove metal fence.

Applicable Guidelines to Consider

Residential Design Guidelines		
<i>Part One: Maintaining, Repairing, Replacing Structures Contributing to a Historic District.</i>		
	A. Wood	K. Utilities and Energy Retrofit
X	B. Masonry	L. Accessibility, Health, and Safety Considerations
	C. Architectural Metals	M. Additions to Historic Buildings
X	D. Paint	N. Aesthetic Recommendations
	E. Roofs	
	F. Exterior Walls	PART TWO: New Construction
X	G. Driveways, Walkways, and Off-Street Parking	
	H. Lighting	PART THREE: Relocation
	I. Windows and Doors	
	J. Entrances, Porches and Balconies	PART FOUR: Demolition
Commercial Design Guidelines (Historic Downtown Business District)		
	PART ONE: General Guidelines for Structures Contributing to the District.	
	PART TWO: Guidelines for New Construction –	

Project Description: Exterior changes as described:

The following scope of work is proposed:

1. add brick stairs across the front porch, approx. 16in. in height and 50ft in length;
2. paint exterior brick to match front porch siding – variance needed for approval;
3. replace asphalt driveway with brick pavers and gravel;
4. replace existing garage doors and standard door at basement on rear of house;
5. remove chain link fence on either side of the front yard.

History of the Property- Bartow County Tax assessor’s records state the house was built in 1886. Georgia Historic Resources Survey states the house was built between 1960-1969.

Applicant provided evidence that the former Dr. Wofford’s house, a 75-yr old, double gabled wing cottage, was relocated from 200 W. Main St. to 23 Etowah Dr. on January 19, 1961. Brick wings were added to each end after the move in 1961 to create a brick ranch styled house. Over time other modifications have occurred that disguise the original house structure. The gabled wings have been removed, possibly with the 1961 modifications.

The original house structure would be dated c.1886. Major renovations and modifications would be dated 1961.

Previous COPs on file:

COP20-31: replacement of metal windows with Andersen Series Fibrex windows. Approved. November 17, 2020.

Analysis of the COP:

The house is Historic and Contributing. A brick step, approx. 10ft in width, currently provides access from the circular driveway to the front porch. This step would be expanded or replaced with the new brick step that is proposed across the entire length of the front porch, approx. 50ft. This feature can be found on other homes in the historic districts and throughout the city.

The bricks of the wings and front porch appear to match and be in good condition. The mortar joints appear to be in good condition. The bricks and mortar are not the soft bricks or contain the quicklime content of the 1880-1940 era materials that are often deemed incompatible with modern day paints, grout and portland cement. The wing additions are now historic, 60 yrs old, and, as part of the original house, were determined to be contributing to the district when the district was created in 2006.

The applicant does not indicate if the new steps will be painted. The photoshop picture of the painted house appears to show unpainted brick steps. The applicant does indicate that

the entire house will not be painted, but it is unclear if just the front facade will be painted or if the side and rear of the wing additions will also be painted. Brick currently exists on the basement, too.

Per *Sec. 9.25-54, West End Historic District, Part 1 (B), Masonry, item 9, and (D) Paint, item 2*, unpainted brick shall not be painted. The commission may grant a variance to permit the painting of unpainted brick per *Ord. Sec. 9.25-34 (k), Undue Hardship*.

The proposed garage doors and standard door are located on the rear of the house and are not visible from the ROW. The applicant did not indicate where the basement door is located, only the garage door. The doors will be of high quality (mahogany) and styled and stained to complement the refinished interior doors. The proposed doors seem appropriate for the district per *Sec. 9.25-54, West End Historic District, Part 1 (I), Windows and Doors, item 7*.

The applicant also proposes to remove the chain link fence found in the side yards and to replace the asphalt driveway with a brick and gravel driveway. The use of brick and gravel as driveway materials is appropriate for the district per *Sec. 9.25-54, West End Historic District, Part 1 (G), Driveways, walkways, and Off-Street Parking*.

If columns are installed at the driveway entry points as shown on the site plan, they should be located at least one car length from Etowah Drive to allow unimpeded visibility at Etowah Drive. The column heights are limited to 8ft.

Commissioners Work Sheet

Materials:

- Roof
- Siding
- Windows
- Doors

Existing Materials

Materials to be Used

Exterior Lighting

Foundation

Decking (Pool)

Steps

Porches

Ornamentation

Brick

Notes: a separate motion is needed for the painted brick proposal whether the painted brick is approved or not.

I move to (approve, approve w/ conditions, or deny) the application for (state proposed changes) at (address) (as submitted, or with the following conditions). I find (compliance or noncompliance) with the guidelines referenced in the staff report and those brought up during discussion.

Sec. 9.25-34. Application to preservation commission for certificate of preservation.

(a)-(d) omitted

(e) *Commission reaction to application for certificates of preservation.*

- (1) The commission shall approve or approve with conditions the application and issue a certificate of preservation if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the historic, or architectural significance of the historic property or historic district. In making this determination, the historic preservation commission shall consider, in addition to other pertinent factors, the historical and architectural significance, architectural style, general design arrangements, texture, and material of the architectural features involved, and the relationship thereof to the exterior architectural style, and pertinent features of the other structures, buildings, objects, or works of art in the immediate neighborhood.
- (2) The commission shall deny a certificate of preservation if it finds that the proposed new construction or material change(s) in the appearance of an existing structure(s) would have substantial adverse effects on the historic, or architectural significance of the historic property or the historic district. A certificate of preservation may not be denied on the basis of exterior paint color.

(f) *Necessary action to be taken by commission upon rejection of application for certificate of preservation.*

- (1) In the event the commission rejects an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant. The commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after doing so.
- (2) In cases where the application covers a material change in the appearance of a structure, building, object, or work of art which would require the issuance of a building permit, the rejection of the application for a certificate of preservation by the commission shall be binding upon the building official or other administrative officer charged with issuing building permits, and in such a case, no building permit shall be issued.

(g)-(j) omitted

(k) *Undue hardship.* Where, by reason of unusual circumstance, the strict application of any provision of this chapter would result in the exceptional practical difficulty or undue hardship upon any owner of a specific property, the commission, in passing upon applications, shall have the power to vary or modify strict adherence to said provisions, or to interpret the meaning of such provisions, so as to relieve such difficulty or hardship; provided such variances, modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this chapter. An undue hardship shall not be a situation of the person's own making.

(l) *Requirements of conformance with certificates of preservation.*

- (1) All work performed pursuant to an issued certificate of preservation shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the building official shall issue a cease and desist order and all work shall cease.

(2) The city council shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance of a designated historic property or historic district except those changes made in compliance with the provisions of this chapter or to prevent any illegal act or conduct with respect to such historic property or historic district.

(m) *Certificate of preservation void if construction not commenced.* A certificate of preservation shall become void unless construction is commenced within six (6) months of date of issuance. Certificates of preservation shall be issued for a period of eighteen (18) months and are renewable.

(n)-(o) omitted

(p) *Appeals.* Any person adversely affected by any determination made by the commission relative to the issuance of denial of a certificate of preservation may appeal such determination to the city council. Any such appeal must be filed with the city council within thirty (30) days after the issuance of the determination pursuant to section 9.25-34(j)(1) of this chapter. The city council may approve, modify, or reject the determination made by the commission, if the governing body finds that the commission abused its discretion in reaching its decision. Appeals from decision of the city council may be taken to the Superior Court of Bartow County in the manner provided by law for appeals from conviction for city ordinance violations.

(Ord. No. 19-01, § IV, 5-17-01; Ord. No. 47-04, § 6, 6-17-04)

Sec. 9.25-54. West End Historic District.

The City Council of the City of Cartersville adopts the West End Historic District as indicated herein.

(a)-(d) omitted

DESIGN STANDARDS FOR STRUCTURES
CONTRIBUTING TO THE RESIDENTIAL HISTORIC DISTRICTS

INTRODUCTION

The following Residential Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties, latest edition, for guidance.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and, as such, shall not be considered by the Commission in reviewing said applications.

Generally:

1. It is not appropriate to introduce structures or contemporary equipment such as satellite dishes, solar collectors, playground equipment, heating and air units, storage units, and

- swimming pools, in locations that compromise the historic character of the building or site. Locate such features unobtrusively, and screen them from view.
2. When planning to alter the topography of a site substantially through grading, filling, or excavation, one shall contact the Cartersville Planning and Development Department to confirm that the proposed changes comply with the city building code and development regulations.
 3. When remodeling historic structures or constructing new structures in historic districts, care shall be taken in retaining and preserving the historic relationship between buildings and related features of the district, to include but not be limited to, site topography, retaining walls, foundation plantings, hedges, walkways, driveways, parking lots, trees, gardens, yards, arbors, ground cover, fences, accessory buildings, patios, terraces, and significant vistas and views.

PART ONE—MAINTAINING, REPAIRING, AND REPLACING EXISTING STRUCTURES

A. *Wood- Omitted:*

B. **Masonry:**

1. Retain and preserve masonry features that contribute to the overall historic character of a building and a site, including walls, foundations, roofing materials, chimneys, cornices, quoins, steps, buttresses, piers, columns, lintels, arches, and sills.
2. Protect and maintain historic masonry materials, such as brick, terra cotta, limestone, granite, stucco, slate, concrete, cement block, and clay tile, and their constructive features, including bond patterns, corbels, water tables, and unpainted surfaces.
3. Repair historic masonry surfaces and features using recognized preservation methods for piecing-in, consolidating, patching damaged or deteriorated masonry. One shall not apply a waterproof coating to exposed masonry.
4. Repoint masonry mortar joints if the mortar is cracked, crumbling, or missing or if damp walls or damaged plaster indicate moisture penetration.
5. Before repointing, carefully remove deteriorated mortar using hand tools. Replace the mortar with new mortar that duplicates the original in strength, texture, and composition. Match the original mortar joints in width and profile.
6. If replacement of a deteriorated detail, module, or element of a masonry feature or surface is necessary, replace only the deteriorated portion in kind rather than the entire surface or feature. Use compatible substitute materials only if using the original material is not technically feasible.
7. If replacement of a large masonry surface or entire feature is necessary, replace it in kind, with matching, substitute materials only if using the original material is not technically feasible.
8. If a masonry feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible with the scale, size, and material of the historic building and district.
9. One shall not paint, coat, or waterproof unpainted masonry surfaces. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
10. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Inspect surfaces and features for signs of moisture damage, vegetation, structural cracks or settlement, deteriorated mortar, and loose or missing masonry units.
 - b. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces, collecting on decorative elements or along foundations and piers, and rising through capillary action.

- c. Clean masonry only when necessary to remove heavy soiling or prevent deterioration. Use the gentlest means possible.
- d. Repaint painted masonry surfaces when needed.
- e. Test any cleaning technique, including chemical solutions, on an inconspicuous sample area well in advance of the proposed cleaning to evaluate its effects. One shall not clean masonry features and surfaces with destructive methods, including sandblasting, high-pressure water blasting, and power washing.

C. *Architectural metals- Omitted*

D. Paint:

1. Preserve and protect original exterior building surfaces and site features that were painted by maintaining a sound paint film on them.
2. One shall not paint brick, stone, copper, bronze, concrete, or cement block surfaces that were historically unpainted. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
3. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
4. One shall not remove paint films through destructive methods such as sandblasting, water blasting, power washing, or the use of propane or butane torches.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain previously painted exterior surfaces in appropriate ways:
 1. Inspect painted surfaces for signs of discoloration, moisture damage, mildew, and dirt buildup.
 2. Clean painted surfaces to avoid unnecessary repainting. Use the gentlest means possible.
 3. Remove deteriorated and peeling paint films to the first sound paint layer before repainting. Use the gentlest means possible, such as hand scraping and hand sanding. Use electric heat guns and plates with caution and only if gentler methods are ineffective.
 4. Ensure that surfaces to be repainted are clean and dry, and that any exposed wood or metal surface has been primed so that new paint will bond properly.
 - b. Repaint previously painted surfaces with compatible paint.

E. to F. Omitted

G. Driveways, walkways and off-street parking:

1. During rehabilitation and/or repair which requires a Certificate of Preservation the following standards shall be observed:
 - a. Driveways, walkways and off-street parking should be gravel, brick, concrete, or paved with appropriate textured asphalt.
 - b. Care should be taken not to injure nearby trees by intruding on the root areas.
 - c. Design new driveways, walkways to be compatible in location, spacing, configuration, and dimension with existing walkways and driveways that contribute to the overall historic character of the district.

- d. One shall not locate new parking areas where they are visible from the street, or to significantly alter the proportion of built area to yard area.
- e. One shall not locate parking where it will obstruct the principal structure.

H. *Lighting- Omitted:*

I. **Windows and doors:**

1. Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, muntins, sills, heads, moldings, surrounds, hardware, shutters, and blinds.
2. Retain and preserve doors that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, glazing, panels, sidelights, fanlights, surrounds, thresholds, and hardware.
3. If replacement of a deteriorated window or door feature or detail is necessary, replace only the deteriorated feature in kind rather than the entire unit. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of a deteriorated window or door unit is necessary, replace the unit in kind, matching the design and dimension of the original sash or panels, pane configuration, architectural trim, detailing, and materials. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a window or a door is completely missing, replace it with a new unit based on accurate documentation of the original or a new design compatible with the original opening and the historic character of the building.
6. Replace deteriorated or missing wooden shutters with historically appropriate wooden shutters sized to fit the opening. Do not introduce shutters on a historic building if no evidence of earlier shutters exists.
7. If additional windows and doors are necessary for a new use, install them on a rear or non-character-defining facade of the building, but only if they do not compromise the architectural integrity of the building. Design such units to be compatible with the overall design of the building, but not to duplicate the original.
8. One shall not remove original doors, windows, shutters, hardware, and without approval from the Commission.
9. One shall not remove any detail material associated with windows and doors, such as stained glass, beveled glass, textured glass, or tracery, unless supported by historic documentation.
10. One shall not use snap-in muntins to create false divided-light appearance.
11. One shall not replace clear glazing with tinted or opaque glazing.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the wood and metal elements of historic windows and doors through appropriate methods:
 1. Inspect regularly for deterioration, moisture damage, air infiltration, paint failure, and corrosion.
 2. Clean the surface using the gentlest means possible.
 3. Limit paint removal and reapply protective coatings as necessary.
 4. Reglaze sash as necessary to prevent moisture infiltration.

5. Weather-strip windows and doors to reduce air infiltration and increase energy efficiency.
 - b. Repair historic windows and doors and their distinctive features through recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 - c. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with the existing meeting rail.
 - d. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door and frame. Select storm doors with a painted, stained, or baked-enamel finish that is compatible with the existing door. Bare aluminum storm doors are not appropriate.
 - e. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.
- J. *Entrances, porches, and balconies:*
1. Retain and preserve entrances, porches, and balconies that contribute to the overall historic character of a building, including such functional and decorative elements as columns, pilasters, piers, entablatures, balustrades, sidelights, fanlights, transoms, steps, railings, floors, and ceilings.
 2. When repairing historic entrances, porches, balconies and their distinctive features and materials, use recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 3. If replacement of a deteriorated detail or element of an entrance, porch or balcony feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
 4. If replacement of an entire entrance, porch or balcony feature is necessary because of deterioration, replace in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
 5. If a feature or an entire entrance, porch or balcony is missing, replace it with a feature based on accurate historic documentation or a new design compatible with the historic character of the building and the district.
 6. One shall not enclose a front porch or balcony without approval from the Commission.
 7. One shall not remove any detail material associated with entrances and porches, such as graining, spindle-work, beveled glass, or beaded board, unless supported by historic documentation.
 8. One shall not remove an original entrance or porch or add a new entrance or porch on a primary facade.
 9. One shall not introduce features or details to a historic entrance, porch or balcony that would create a false historical appearance.

All remaining sections- Omitted

(Ord. No. 06-06, § 2, 2-16-06; Ord. No. 51-08, § 1, 12-4-08; Ord. No. 05-20, § 1, 3-5-20)

Source: https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodeId=COOR_CH9.25HIPR

Submit by: April 23rd
Meeting: May 18th

Meeting: June 3, 2021 Item 5.



Cartersville Historic Preservation Commission

CERTIFICATE OF PRESERVATION APPLICATION

*Applicant Ivan & Leah Phillips
 Mailing Address 23 Etowah Drive
Cartersville, Ga 30120
 Phone 770.653.6698

*NOTE: if applicant is not the owner as listed on the Property Deed, a letter from the owner authorizing the proposed work must be included along with owner's phone number and address

PROCEDURE

Application Requirements

All Applications must be complete and include support materials listed on the reverse of this form and a \$25 non-refundable application fee

Application Deadlines

See 3rd page of application for application submittal deadlines.

Application Representation

The applicant or authorized representative of the applicant should attend the public hearing to support the application.

Building Permits Requirements

In Addition to a COP application, building permits must be acquired from the Community Development Department. **Building permits will not be issued without proof of a COP.**

Deadline for Project Completion

After approval, the COP is valid for 18 months and void if construction does not begin within 6 months of approval.

Office Use Only	
Case Number	<u>21-12</u>
Date Received	<u>4/23/21</u>
Contributing	_____
Zoning	_____
Legal Advertisement	_____
Notified Adjacent	_____
HPC Hearing	_____
HPC Decision	_____
COP Expiration	_____
Project Completion	_____
Tax Parcel	_____

Property Address: 23 Etowah Drive
Cartersville, Ga 30120

EXISTING BUILDING TYPE:

Residential One, Two or Multi-family _____
 Garage, Storage _____

Commercial

Other _____

Brief Project Description (example: addition of sunroom, installation of fence)
Do several projects to update house.

TYPE OF PROJECT (check all that apply)

New building

Addition to building

Relocation of building(s)

Demolition

Fence(s), wall(s), landscaping

Minor exterior change

Major restoration, rehabilitation, or remodeling

Other _____

Start Date: May?

Anticipated Completion: June?

Contractor/Consultant/Architect: David Sinclair

Precedence of Decisions

Each application will be considered on its own merit with reference to the Secretary of the Interior's Standards and the Commission's published guidelines. While the Historic Preservation Commission may consider past actions when making decisions on an Application for a Certificate of Preservation, it is not held by those decisions when considering new applications that may appear similar in character.

APPLICATION CHECKLIST

The following list includes the support material necessary for review of a particular project.

New Buildings and New Additions

- site plan
- architectural elevations
- floor plan
- landscape plan (vegetation not required)
- description of construction materials
- photographs of proposed site and adjoining properties

Major Restoration, Rehabilitation, or Remodeling

- architectural elevations or sketches
- description of proposed changes
- description of construction materials
- photographs of existing building
- documentation of earlier historic appearances (restoration only)

X Minor Exterior Changes

- description of proposed changes
- description of construction materials
- photographs of existing building

Site Changes – Parking areas, Drives, Walks

- site plan or sketch of site
- description of construction materials
- photographs of site

X Site Changes – Fences, Walls, Systems

- site plan or sketch of site
- architectural elevations or sketches
- description of construction materials
- photographs of site

Site Changes – Signs

- specifications
- description of construction materials and illumination

Demolition

Must include a complete plan for the new development.

- timetable
- demolition budget
- new construction budget
- evidence of adequate financing

NOTE: Only complete applications will be placed on the agenda for design review. Submit to:

City of Cartersville
 Planning and Development Department
 P.O. Box 1390
 Cartersville, GA 30120

PROJECT DESCRIPTION

Include support materials and attach additional sheets if needed. If the proposed scope of work will involve more than one type of project, please divide the description.

[Example: (1) Addition to rear (2) New roof]

- 1) Add brick stairs across front porch matching brick as close as possible.
 Material: Brick
- 2) Paint brick wings that were added in 1961 to turn this house into a ranch the same color as the siding under the porch to unify look.
 Material: High Quality Paint and Paint job by Scott Edwards.
- 3) Re-do old asphalt drive-way.
 Materials: Brick pavers, and gravel
- 4) Remove metal fence on either side of front yard to class up yard.
 Material: Removal of old metal fence
- 5) Will need to add dirt and grade the front yard to correct drainage issues.
- 6) Will add some landscaping to provide some appeal to the front yard.
7. Replace garage and standard doors on rear of house with mahogany doors to match style and stain of interior doors.

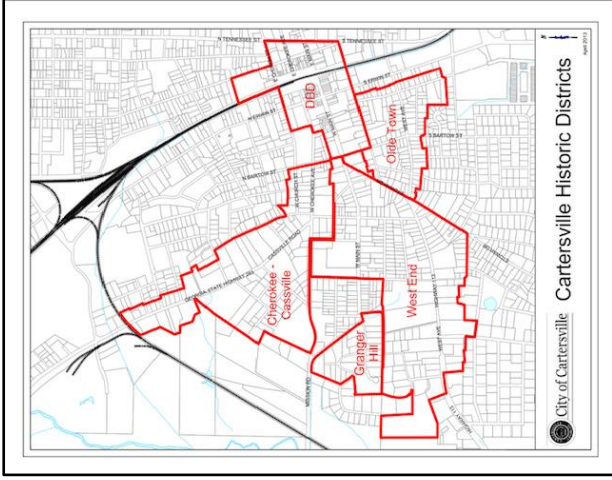
AUTHORIZATION

In consideration for the City of Cartersville's review of this application for a proposed change to a locally designated property, the applicant agrees to hereby indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, and/or liability arising from or related to this application or any issuance of a permit hereunder.

DATE 4/22/21 SIGNATURE [Signature]

23 Etowah Drive

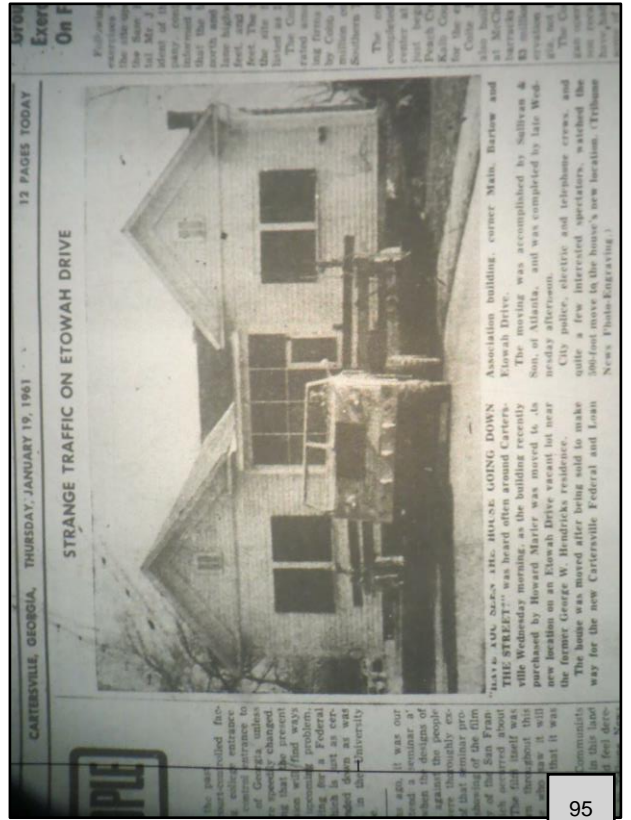
Preservation Application with
Cartersville Historic Preservation Commission



HISTORY OF HOUSE:

Doctor Wofford's Office/Residence was Moved
 From: 200 West Main Street Where it Had Stood for 75 Years
 To: 23 Etowah Drive (an Empty Lot)
 January 19th, 1961

Brick Wings Were Added in 1961 to Change the Styling
 of this House to What Was Preferable at the time
 ...a Brick Ranch.





House as it is Today
**Stained Original Door, New Roof, New Gutters
All Sashes Are in the Process of Being Painted as Are Columns
We Currently have an Aged Asphalt Driveway**



**Photoshop Photo of What Our House Will Look Like
With Welcoming Stairs Down the Front
And Paint on the Sides that Match the Central Siding Color**



3698-1.CRD 3698-2.DWG
 FLOOD INSURANCE RATE MAP 13015C0088 F
 DATED SEPT.29.1989 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.
 NOTE: IRON PINS ARE (1/2"RE-BAR)
 1-09-09 EXCEPT AS SHOWN.

PLAT CLOSURE;
 ONE FOOT IN
 751,000 FEET.
 MAY 3, 2007
 REVISED 01-09-09

3698-2
 20
 40
 60
 SCALE 1"=40'
 FILE 3698-2

GEORGIA
 REGISTERED
 LAND SURVEYOR
 WILLIAM C. SMITH
 No. 1803

FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 32,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR: 0'00".01"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 - RADIUS LP - LIGHT POLE
 -X-X- FENCE
 IRON PIN PLACED
 IRON PIN FOUND
 CONCRETE MARKER
 CH - CHORD
 L OR - LENGTH OF CURVE
 SP - SERVICE POLE

R - RADIUS LP - LIGHT POLE
 -X-X- FENCE
 LAND LOT LINE
 CENTER LINE
 POWER LINE
 PP - POWER POLE

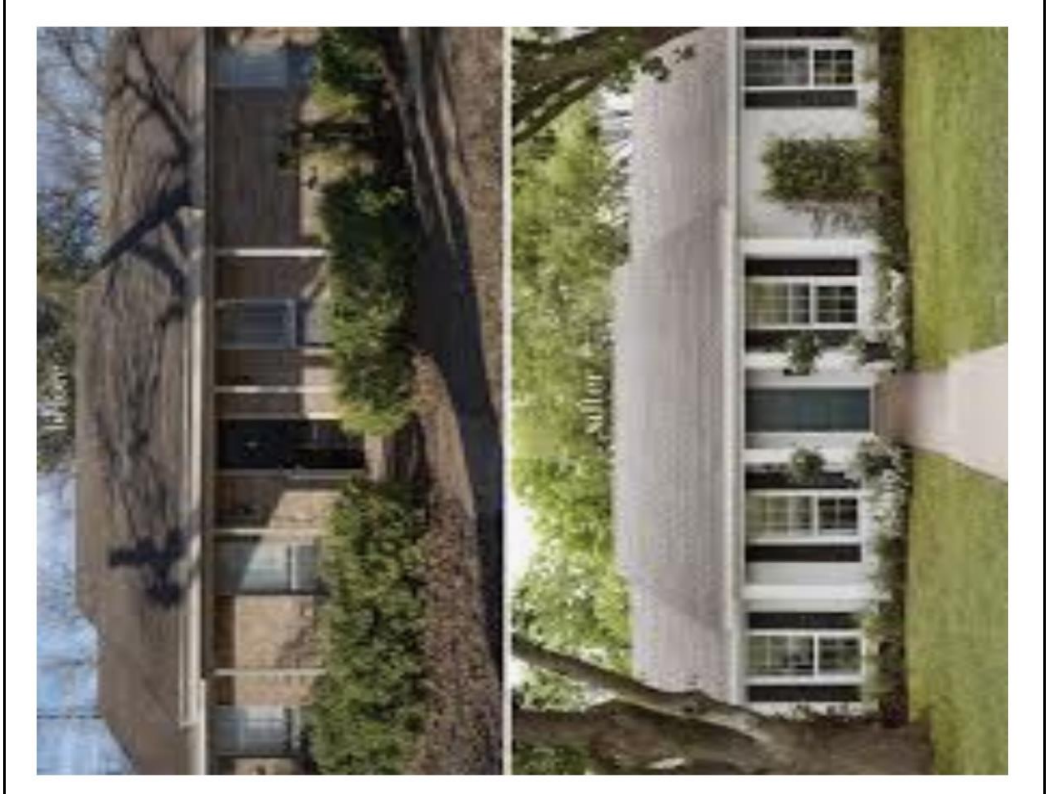


Inspiration Photo for Front Stairs to Spill Over Entire Front Example of a Similar Pier

**Other Nearby Ranches that have a Similar Appeal
Some Updated....Some Not**



**Since this Historic Home Transitioned into a Non-Historic Ranch in 1961
With 60's Brick that isn't as Compromised by Paint as Truly Historic Brick Is
The Only Way to Make it Look Unified and More Stately is to Paint It
Examples of Painted Ranches Shown Below**

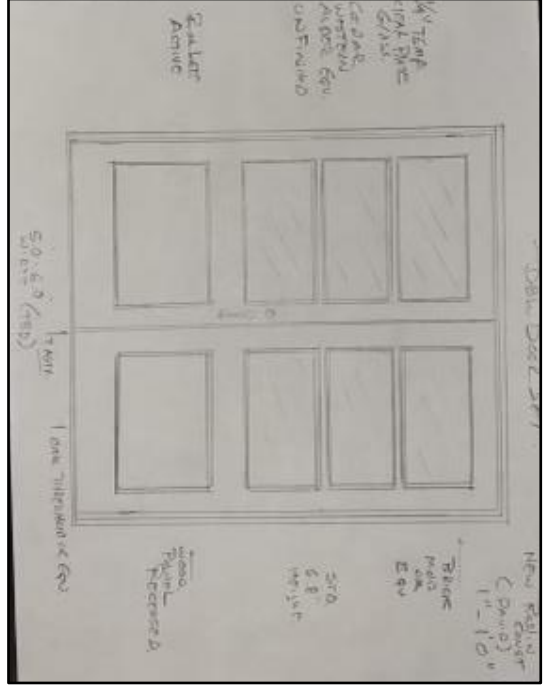
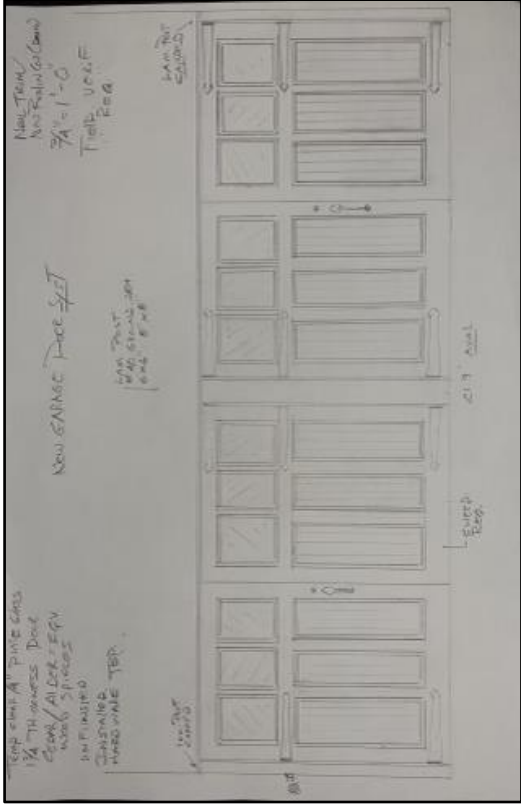


**Olde Town House 700 Feet Away
Where Natural Brick Was Painted Yellow a Year Ago**



**We Are Requesting this Change Before the Board in Advance
We Will be Using a Historic Color & a Quality Painter
We are Not Painting the Entire House.
Just trying to unify what appears to be Three Different Parts...
thus Matching the Wings to the Central Part.**

Mahogany Stained Garage Door Shown in Drawing Below are Currently in Process with Black Trellis Above. French Doors in Stained Mahogany Will Lead Out of Basement.



Information About Our House:

We First Came in Front of the Board to Replace our Metal Basement Windows. These are the Black Windows Installed. Sashes Around Back Are Currently Being Painted Black.

There are Three Sets of Large Pocket Doors within the Main Part of the House. All Interior Doors have Been Striped and Stained. It's the Predominant Interior Theme.



Thank You for Your Time & Consideration

What You Do Makes a Huge Difference to this Community
& Ivan and I Appreciate this



All photos taken 5-14-2021









CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Public Hearing
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	First Amendment to Redevelopment Plan for the East Main Street TAD #1
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Redevelopment Plan is being amended as follows:</p> <p>It will include the development of multi-family housing as an authorized purpose in connection with Phase II of the East Main Street TAD and the attached School System Impact Analysis is included as part of the Redevelopment Plan.</p>
LEGAL:	This Amendment has been approved by Archer & Lovell.

FIRST AMENDMENT TO REDEVELOPMENT PLAN

WHEREAS, the Mayor and City Council of the City of Cartersville, Georgia, by resolution adopted on October 14, 2014 (the “City Resolution”, determined that a portion of the City of Cartersville, Georgia (the “City”) (the “East Main Street TAD #1 Urban Redevelopment Area”) be established as a “redevelopment area” pursuant to O.C.G.A. §36-44-1, et seq. (the “Redevelopment Powers Law”); and

WHEREAS, pursuant to the City Resolution, a redevelopment plan (attached as an exhibit to the City Resolution) (the “Redevelopment Plan”) was adopted and approved for the East Main Street TAD #1 Urban Redevelopment Area (the “East Main Street TAD”); and

WHEREAS, pursuant to the City Resolution, the City designated itself as redevelopment agency for purposes of implementing the Redevelopment Plan for the East Main Street TAD #1 Urban Redevelopment Area; and

WHEREAS, the City and Cherokee Main Street III, LLC (the “Developer”) entered into a Development Agreement, dated as of May 21, 2015 (the “Development Agreement”) regarding the development of the East Main Street TAD as a shopping center comprised of retail shops and restaurants (the “Main Street Project”) in two tranches; and

WHEREAS, the City and the Developer propose entering into a First Amendment to Development Agreement (the “First Amendment to Development Agreement”) to provide that the second phase of the Main Street Project (the “Phase II”) shall be developed for multi-family housing instead of a shopping center; and

WHEREAS, the Redevelopment Powers Law requires the preparation of a “School System Impact Analysis” for tax allocation districts that include in the tax allocation increment ad valorem taxes levied by a board of education; and

WHEREAS, the City has caused to be prepared a “School System Impact Analysis” for the proposed Phase II development; and

WHEREAS, the City desires to hereby amend the Redevelopment Plan to provide that the East Main Street TAD may also be redeveloped as multi-family housing and to include the School System Impact Analysis; and

WHEREAS, the Redevelopment Powers Law requires a public hearing prior to approval of an amendment to a redevelopment plan; and

WHEREAS, the Mayor and City Council have caused a public hearing to be held on _____, 2021 in regards to the proposed amendments to the Redevelopment Plan as described below;

NOW THEREFORE, the Redevelopment Plan is hereby amended by adding the following:

1. The description of the authorized redevelopments for the East Main Street TAD are hereby amended to include the redevelopment of multi-family housing as an authorized purpose in connection with Phase II of the East Main Street TAD.

2. The School System Impact Analysis attached hereto as Exhibit A is hereby included as part of the Redevelopment Plan.

Except as set forth in this First Amendment to Redevelopment Plan, all terms and provisions of the Redevelopment Plan are hereby ratified; the Redevelopment Plan is unaffected and shall continue in full force and effect in accordance with its terms.

EXHIBIT A
SCHOOL SYSTEM IMPACT ANALYSIS

[See Attached.]

Public Meeting Notice
Amendment to the City of Cartersville East Main Street TAD #1
Redevelopment Plan
June 3, 2021 at 7:00 p.m.
Third Floor Council Chambers, City Hall, 10 North Public Square
Cartersville, Georgia 30120

The City of Cartersville (the “City”) has previously adopted its East Main Street TAD #1 Redevelopment Plan (the “Redevelopment Plan”) for the East Main Street Urban Redevelopment Area for the creation of the East Main Street TAD #1.

The City proposes an amendment to the Redevelopment Plan (the “Amendment”). The proposed Amendment is available in draft for public viewing and downloading on the City’s website at www.cityofcartersville.org. A printed version is available for review at City Hall, 2nd Floor, Planning and Development Office, 10 North Public Square, Cartersville, GA 30120 from 8:30 a.m. to 5:00 p.m., Monday through Friday.

A public hearing will be held in the Council Chambers, Third Floor, City Hall, 10 North Public Square, Cartersville, Georgia 30120 on June 3, 2021 at 7:00 p.m. The purpose of this meeting is to obtain citizen input and comments on the proposed Amendment. Persons with special needs relating to handicapped accessibility or foreign language should contact the Human Resource Office ADA Coordinator, 48 hours in advance of the meeting at 770-387-5616.

Randy Mannino
Director of Planning & Development
City of Cartersville
P. O. Box 1390
Cartersville, GA 30120
770 607 6181



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Solicitor Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	After a review of our Peddlers license ordinance for door-to-door salespeople, the City Attorney has made some minor amendments to the ordinance to be in compliance with Federal and State laws. This is the first reading of the proposed ordinance amendment.
LEGAL:	Ordinance revision was completed 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 10. LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. ARTICLE V. - PEDDLERS is hereby amended by deleting it in its entirety and replacing it as follows:

1

DIVISION 1. – GENERALLY.

Sec. 10-126. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Solicitor includes any person who solicits orders door to door or house to house on behalf of a business, individual, vocation or occupation.

Sec. 10-127. - Exemptions.

- (a) Persons, businesses and organizations exempted from local regulation by operation of state or federal law, or by the Constitution of the United States, or of the state, are exempt from the requirements of this article.
- (b) Representatives or agents of charitable or nonprofit organizations or corporations registered with the Georgia Secretary of State, or tax-exempt organizations which have been recognized as such by the Internal Revenue Service of the United States Treasury Department, shall be treated as exempt from the provisions of division 2 of this article, provided that such organization first supplies proof of the recognized status to the police department, and has received from such department written confirmation of its exempt status. The organization shall then furnish each of its agents or representatives with a copy of the confirmation letter. The organization shall then furnish the regulatory enforcement unit of the police department with a list of such agents or representatives, and shall promptly notify the unit of changes in the list.
- (c) Any sales representative who calls upon prospective customers at their prior invitation shall be treated as exempt from the provisions of division 2 of this article.
- (d) Any sales representative who does not demand, accept or receive payments in advance of final delivery and who has had, for the previous six months, a regularly established place of business or permanent residence in the county from which the sales representative transacts business or solicits orders on a continuing and ongoing basis within the city, shall be treated as exempt from the provisions of division 2 of this article. Any person who is exempt under this subsection must be soliciting orders only for goods capable of being delivered at one time and must have on such person proper identification which substantiates the claim to an exemption. In this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph and giving such person's date of birth, and includes without being limited to a passport, military

identification card, driver's license or an identification card issued by the police department, but shall not include a birth certificate.

Sec. 10-128. - Violation of other ordinances and laws.

- (a) It is unlawful for any person while engaging in any activity for which a permit is required by this article to:
 - (1) Violate any city ordinance.
 - (2) Violate any criminal law of the city, the county, the state, or violate any state or federal consumer protection law.
- (b) In this section, the term "consumer protection law" includes the Fair Business Practices Act of 1975, O.C.G.A. title 10, ch. 1, pt. 3 (O.C.G.A. § 10-10-410 et seq.), O.C.G.A. title 43, ch. 17 (O.C.G.A. § 43-17-1 et seq.) and the Federal Consumer Credit Protection Act (truth-in-lending and truth-in-leasing).

Sec. 10-129. - Hours of operation.

It is unlawful for any person to engage in any of the conduct for which a permit is required by this article between the hours of 9:00 p.m. and 9:00 a.m., according to the standard time in effect.

Sec. 10-130. - Restriction on number of persons soliciting.

It is unlawful for more than two individuals to engage in solicitation upon any premises at the same time for the same goods or services, or religious or charitable purposes. Each individual member of a group engaged in solicitation in violation of this provision shall be deemed to have violated this section.

Sec. 10-131. - Persons with criminal records.

It is unlawful for any person with a criminal record as described in section 10-146, whether or not otherwise eligible for an exemption under section 10-127, to engage in any of the activities for which a permit is required by this article.

Sec. 10-132. – Frequency of Solicitation of same premises.

It is unlawful for any person to make more than one solicitation call at the same premises for identical goods or services within any consecutive two-week period, without receiving a private invitation therefor from the occupant of such premises. This section includes solicitation upon the same premises by employees, agents, or representatives of any person more than once during such period without a prior invitation.

Sec. 10-133. - Solicitation to be at main entrances.

It is unlawful for any person to solicit or attempt to solicit at a place of residence at any entrance or part of the building other than the main entrance to the residence.

Sec. 10-134. - Announced purpose of call.

At each dwelling, whether it is an apartment unit or private residence, the solicitor shall inform the occupant in unambiguous terms of the purpose of the call and shall not represent that the solicitor is participating in any contest, game or other competitive endeavor, or that the solicitor is offering the occupant an opportunity to participate in any such contest, game or endeavor.

Sec. 10-135. - Identification to prospective customers.

It is unlawful for any person, at the time of initial contact with a prospective customer, to fail to verbally identify himself for the purpose of the solicitation, and the company and product line represented.

Sec. 10-136. - Fraud, etc.

It is unlawful for any person engaged in solicitation to misrepresent the purpose of the solicitation or use any false or deceptive statements or any misrepresentation to induce a sale or contribution, or use any plan, scheme or ruse which misrepresents the status or purpose of the person making the call.

Secs. 10-137. – 139. - Reserved.

DIVISION 2. - LICENSE

Sec. 10-140. - Required.

Any person engaged in or desiring to engage in any type of selling, soliciting, canvassing, survey-making or any other business, occupation or vocation, which by its nature requires going from door to door or house to house in the residential areas of the city, whether on a temporary or a permanent basis and whether or not it is for any religious, charitable, nonprofit or profit-making organization, shall obtain a solicitor's permit from the police department or planning and development department.

Sec. 10-141. - Application.

- (a) *Questionnaire.* The police department or planning and development department shall prepare a questionnaire requiring pertinent information regarding the physical description, identity, and background of each applicant for a permit, to include the following:
- (1) Name, local address and telephone number.
 - (2) Date and place of birth.
 - (3) Driver's license number and issuing state.
 - (4) Social Security number (if different from driver's license number).
 - (5) Race and sex.
 - (6) Height and weight.
 - (7) Eye color and hair color.
 - (8) Name, address and telephone number of the organization represented.
 - (9) Name and telephone number of immediate supervisor.

(10) Product or service.

(11) A list of all arrests, convictions and the disposition of each charge, other than minor traffic violations.

(b) *Statement.* The questionnaire form shall also bear the following statement:

"Georgia Code section 16-10-71 provides that a person who makes a lawful oath or affirmation or who executes a document knowing that it purports to be an acknowledgment of a lawful oath or affirmation commits the offense of false swearing when, in any matter or thing other than a judicial proceeding, he knowingly and willfully makes a false statement."

Sec. 10-142. - Investigation and issuance.

- (a) Upon filing of an application for a solicitor's permit, the police department shall review the application for the purpose of ascertaining whether the applicant has plead to, or has been convicted of, a felony, or a misdemeanor involving violence or moral turpitude. After ascertaining that the application has been properly completed, and that the applicant has not been disqualified by virtue of prior pleas of conviction, the planning and development department shall approve the application.
- (b) In any case in which it appears to the planning and development department that a solicitor's permit should not be issued to an applicant, the planning and development shall so inform the applicant, and upon the applicant's request, shall furnish the applicant with a reasonably detailed written statement of the reasons why the permit will not be issued.
- (c) Following approval of the permit application and prior to issuance of a permit, the applicant shall obtain a business license and pay the required license fee.
- (d) Upon payment of the permit fee, the applicant shall receive from the planning and development a copy of the license application, which the applicant shall then carry to the police department. Upon payment by the applicant of a fee in the amount established by action of the city council, a copy of which is on file in the office of planning and development department, the police department shall photograph the applicant and provide the applicant with a permit bearing the applicant's photograph, name, and organization, and identifying the applicant as a solicitor.
- (e) A decision to issue or deny the application shall be made within ten (10) business days from the date of filing.
- (f) The fee of said license is as referenced on the fee schedule referred to at City of Cartersville Section 17-87.

Sec. 10-143. - Expiration and renewal.

Each solicitor's permit shall indicate thereon an expiration date which is one year from the date of issue. Application for renewal may be made at any time following the 60th day preceding the date of expiration.

Sec. 10-144. - Selling, renting, etc.

It is unlawful for any person to lend, rent or sell a solicitor's permit card to another.

Sec. 10-145. - Display.

The planning and development department shall furnish to each holder of a solicitor's permit a device suitable for attaching the permit card to the outer clothing. No person shall act as a solicitor without wearing and displaying the permit in a conspicuous manner. Such a person shall display such identification to any authorized person or potential customer upon request.

Sec. 10-146. - Denial; suspension or revocation.

- (a) No solicitor's permit shall be issued to any person who has been found guilty of any misdemeanor involving violence or moral turpitude any time within five years prior to the date of application, nor shall a permit be issued to any person convicted of a felony, except that a permit may be issued to a convicted felon if it appears that such person either has been pardoned, or that such person has been free from any legal restriction for a period of five or more years prior to the date of application. In this section the terms "conviction" and "found guilty" include verdicts or pleas of guilty, entered by a court of the state, a court of any sister state, or any federal district court. Any permit issued as the result of willful false statements or omissions in the solicitor's application for the permit shall be deemed null and void from the time of its issue.
- (b) The permit of any solicitor charged with a felony, or a misdemeanor involving violence or moral turpitude shall be deemed suspended from the time of lawful arrest, formal accusation or indictment, whichever shall first occur; such suspension shall remain in effect until the solicitor is convicted or acquitted, or until the charge is dismissed, dead-docketed, nol-prossed or no-billed.
- (c) The permit of any solicitor who is convicted of a felony, or of a misdemeanor involving moral turpitude or violence, shall be deemed revoked from the time of such conviction. The permit of any solicitor convicted of having violated any provision of this article after issuance of the permit shall be deemed revoked from the time of such conviction.
- (d) Any suspension or revocation occurring pursuant to the provisions of this article shall be effective by operation of law, whether or not any formal notification to the solicitor is given or received.
- (e) It is unlawful for any person to act as a solicitor while such person's permit has been suspended or after it has been revoked.

Sec. 10-147. - Surrender.

Each solicitor's permit shall remain the property of the city. Each permit holder shall surrender the permit card to the police department no later than three business days following the expiration, suspension or revocation of the permit or upon the demand of the police department or finance department, whichever occurs first.

Sec. 10-148. - Appeals.

A person to whom the city refuses to issue a solicitor's permit or whose solicitor's permit is suspended or revoked may appeal pursuant to section 10-3.

Secs. 10-149. – 10-150. - Reserved.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Hotel Motel Ordinance Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	The Georgia Legislature recently amended the Hotel/Motel Tax law to allow for collection of these taxes from marketplace facilitators like Airbnb.com, VRBO.com, etc. effective on July 1, 2021. This proposed ordinance amendment provides the city the ability to collect taxes from these marketplace facilitators who are doing business within the city limits and requires them to pay the applicable hotel/motel taxes just like an existing hotel. This is the first reading of this ordinance and if approved at the June 17th meeting, this ordinance will become effective on July 1, 2021.
LEGAL:	N/A

ORDINANCE NO. _____

WHEREAS, the General Assembly of Georgia has authorized cities and counties to levy a certain excise tax as described in Title 48, Chapter 13, Article 3 of the Official Code of Georgia Annotated, O.C.G.A. §§ 48-13-50 through 48-13-63, commonly known as the hotel-motel tax; and

WHEREAS, the City of Cartersville, Georgia, has imposed this hotel-motel tax for several decades; and

WHEREAS, technology has made it possible for persons or entities to offer lodging through the internet; and

WHEREAS, this technology allows persons to offer rooms in their home, accessory buildings, or other such structures or portions of structures as lodging; and

WHEREAS, these lodging innovations, along with more traditional lodging options, such as hotels and motels, are all available within the City of Cartersville; and

WHEREAS, these lodging innovations have become a burgeoning industry in the City of Cartersville, the State of Georgia, and the United States; and

WHEREAS, the City of Cartersville, Georgia, desires to clarify the applicability of its hotel-motel tax to these lodging innovations by revising and modernizing the Code of the City of Cartersville, Georgia, to better reflect technological changes and this burgeoning industry;

NOW, THEREFORE, these premises considered, the Mayor and City Council of the City of Cartersville hereby adopt this ordinance as follows:

SECTION I:

BE IT ORDAINED by the Mayor and City Council of the City of Cartersville, and it is ordained by authority of the same, that Chapter 10. Licenses, Taxation and Miscellaneous Business Regulations, Article III, Section 10-41. Definitions. of the Code of Ordinances of the City of Cartersville, Georgia, is hereby amended to revise the definitions of “Hotel,” “Occupancy,” and “Occupant,” and to add the terms “Innkeeper,” “Marketplace facilitator,” “Marketplace operator,” “Short-term rentals,” and “Tourism Development Purposes” so that said section now reads as follows in its entirety:

Section 10-41. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Due date means not later than the 20th day after the close of the monthly period for which the tax is to be computed.

Guestroom means a room occupied, or intended, arranged or designed for occupancy, by one or more occupants for the purpose of living quarters or residential use. It shall not include meeting rooms or exhibition halls.

Hotel means any structure or any portion of a structure in which a person furnishes for value to the public any rooms, lodgings, or accommodations, including, but not necessarily limited to, any lodginghouse, roominghouse, dormitory, cabin, vacation home, apartment, condominium, townhome, residence, accessory building, Turkish bath, bachelor hotel, studio hotel, motel, motor hotel, auto court, inn, public club, or private club, containing guestrooms and which is occupied or is intended or designed for occupancy by guests, whether rent is paid in money, goods, labor, or otherwise. For the purposes of this article, this term shall encompass any structure or portion of a structure that a person furnishes for value to the public for rooms, lodgings, or accommodations, and which such person advertises through a marketplace facilitator, common—but not exclusive—examples of which include Airbnb.com, Booking.com, Hometogo.com, and VRBO.com. This term does not include any jail, hospital, asylum, sanitarium, nursing or convalescent home, orphanage, prison, detention, or other building in which human beings are housed and detained under legal restraint.

Innkeeper means any person who is subject to taxation under this article for the furnishing for value to the public any rooms, lodgings, or accommodations; and any person or organization who voluntarily collects the tax under this article. For the purposes of this article, a marketplace facilitator shall be considered an innkeeper.

Marketplace facilitator means a person who contracts with the operator of a hotel, in exchange for any form of consideration, to make available or facilitate a rental that is taxable under this article on behalf of such operator by directly or through any agreement or arrangement with another person:

(a) Providing a service that makes available or facilitates such rental in any manner, including, but not limited to, promoting, marketing, advertising, taking orders or reservations for, providing the physical or electronic infrastructure that brings purchasers and operators together for, or otherwise similarly assisting the operator in making such rental, or transmitting or otherwise similarly communicating the offer and acceptance between the operator and the renter for, or otherwise similarly assisting the operator for such rental, but excluding merely processing the payments for such rental; and

(b) Collecting, charging, processing, or otherwise facilitating payment for such rental on behalf of the operator.

Marketplace operator means any operator who conducts a rental through or facilitated by any physical or electronic marketplace or platform operated directly or indirectly by a marketplace facilitator.

Monthly period means a calendar month of any year.

Occupancy means the use or possession, or the right to the use or possession, of any room or apartment in a hotel or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room or apartment. This term shall include short-term rentals.

Occupant means any person who, for a consideration, uses, possesses, or has the right of occupancy of any guestroom in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Operator means any person operating a hotel in the city including, but not limited to, the owner or proprietor of such premises, or a lessee, sublessee, lender in possession, licensee or any other person otherwise operating such hotel.

Permanent resident means any occupant of a hotel, once that occupant has stayed in the hotel for more than 30 consecutive days.

Person means an individual, firm, partnership, joint venture association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit, except the United States of America, the state and any political subdivision of either thereof upon which the city is without power to impose the tax provided in this article.

Rent means the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.

Return means any return filed or required to be filed as provided in this article.

Short-term rental means the rental of a vacation home, apartment, guestroom, or any room of overnight lodging for a period of thirty (30) consecutive days or less. This term shall encompass the rental of a vacation home, apartment, guestroom, or any room of overnight lodging that a person advertises through a marketplace facilitator, common—but not exclusive—examples of which include Airbnb.com, Booking.com, Hometogo.com, and VRBO.com. Unless otherwise provided in this article, short-term rentals as defined herein shall be subject to the tax imposed by this article.

Tax means the tax imposed by this article.

Tourism development purposes means the expenditure of funds, which may include capital costs and operating expenses, for the creation or expansion of physical attractions which are available and open to the public and which improve destination appeal to visitors, support visitors' experience, and are used by visitors.

Travel trailer means any moveable vehicle or structure, including trailers, campers, vans, buses, motor homes, and other recreation vehicles.

Travel trailer park means a facility providing space for the parking of trailers, campers, vans, buses, or motor homes.

SECTION II:

BE IT ORDAINED by the Mayor and City Council of the City of Cartersville, and it is ordained by authority of the same, that Chapter 10. Licenses, Taxation and Miscellaneous Business Regulations, Article III, Section 10-44. Collection of Tax by Operator. of the Code of Ordinances of the City of Cartersville, Georgia, is hereby amended to read as follows in its entirety:

Sec. 10-44. - Collection of tax by operator or marketplace facilitator; receipt to occupant; rules for reporting and remittance of taxes collected.

- (a) Every operator renting guestrooms in the city shall collect a tax of eight percent on the amount of rent from the occupant unless an exemption is provided under section 10-43.
- (b) Such operator shall provide a receipt to each occupant to whom the tax is charged, showing the amount of rent and the amount of all taxes by category.
- (c) Any marketplace facilitator who facilitates for a marketplace operator the renting of a guestroom in the city that is subject to the tax imposed under this article shall be responsible for collecting, reporting, and remitting the tax in the same manner as an operator. If a marketplace facilitator is responsible for collecting, reporting, and remitting the taxes imposed in this article, then the marketplace operator shall be relieved of such responsibility. Any marketplace facilitator who fails to collect, report, or remit taxes as required under this article shall be liable in the same manner as an operator and shall be subject to all the administrative and remedial provisions of this article.
- (d) All taxes shall be due and collected at the same time that the rent is collected.
- (e) The proceeds of such taxes shall be used in accordance with O.C.G.A. § 48-13-51(b).

SECTION III:

BE IT ORDAINED by the Mayor and City Council of the City of Cartersville, and it is ordained by authority of the same, that Chapter 10. Licenses, Taxation and Miscellaneous Business Regulations, Article III, Section 10-46. Registration of Operator; Certificate of Authority. of the Code of Ordinances of the City of Cartersville, Georgia, is hereby amended to read as follows in its entirety:

Sec. 10-46. - Registration of operator and marketplace operator; form and contents; execution; certificate of authority.

- (a) Every person engaging or about to engage in business as an operator in the city shall immediately register with the city clerk on a form provided therefrom. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place(s) of business and such other information which would facilitate the collection of the tax as the city clerk may require. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in the case of ownership by a corporation, by an officer. The city clerk shall, after such registration, issue without charge a certificate of authority to each operator to collect the tax from the occupant. A separate registration shall be required for each place of business of an operator. Each certificate shall state the name and location of the business to which it is applicable.

- (b) Each marketplace operator engaging or about to engage in short-term rental activities in the city shall register with the city clerk on a form provided therefrom. Such registration shall set forth the name under which such person transacts business or intends to transact business, the physical address of the guestrooms for rent in the city, and such other information which would facilitate the collection of the tax as the city clerk may require. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in the case of ownership by a corporation, by an officer. On his or her application, a marketplace operator shall designate the marketplace facilitator(s) through whom he or she facilitates the renting of a guestroom in the city. If a marketplace operator makes any substantial changes to his or her registration, such as changes to the marketplace facilitator(s) through whom he or she facilitates the renting of a guestroom or the location or the number of guestroom(s), he or she must file an amendment to his or her registration within fifteen (15) days of any such change on a form provided therefore.

SECTION IV:

BE IT ORDAINED by the Mayor and City Council of the City of Cartersville, and it is ordained by authority of the same, that Chapter 10. Licenses, Taxation and Miscellaneous Business Regulations, Article III, Section 10-47. Determination, returns and payments. of the Code of Ordinances of the City of Cartersville, Georgia, is hereby amended to read as follows in its entirety:

Sec. 10-47. - Determination, returns, and payments.

- (a) All amounts of the tax shall be due and payable monthly on or before the 20th day of every month next succeeding each respective monthly period.
- (b) On or before the 20th day of the month following each monthly period, each operator shall file a return with the city clerk, showing the gross rent, rent from permanent residents, rent from government officials or employees while traveling on official business, taxable rent, amount of taxes due for the related period, and such other information as may be required by the city clerk.
- (c) Operators and marketplace facilitators who collect, report, and submit the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction on the amount due, if such amount is not delinquent at the time of payment. The rate of deduction shall be the rate authorized for deductions from the state sales and use tax under O.C.G.A. §§ 48-8-1, et seq.

SECTION V:

These ordinances shall become effective July 1, 2021.

SECTION VI:

BE IT ORDAINED by the Mayor and City Council of the City of Cartersville, and it is ordained by authority of the same, that if any portion of this ordinance is for any reason found to be invalid or unconstitutional by the final decision of any tribunal of competent jurisdiction, it is the intention of the Mayor and City Council of the City of Cartersville that the remainder of this ordinance shall be in full force and effect.

SECTION VI:

BE IT ORDAINED by the Mayor and City Council of the City of Cartersville, and it is ordained by authority of the same, that all ordinances or parts of ordinances in conflict herewith be, and the same are hereby, repealed.

FIRST READING: _____
 SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Budget
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Budget Ordinance for the Fiscal Year 2021-22
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The fiscal year 2021-22 budget ordinance is attached. The proposed budget is a balanced budget and increased \$682,210 over the fiscal year 2020-21 budget. The increase equates to a 0.44% increase. The proposed budget includes salary adjustments, a slight increase in the city’s property tax millage rate, an increase in health insurance premiums for both the city and the employees, and increases in the water and sewer rates and gas rates.</p> <p>Budget comparison by type for the FY 2022 proposed budget compared to the FY 2021 budget include: personnel expenses increased by \$2,152,620; operating expenses decreased \$318,425; purchase of commodities increased by \$604,130; debt service expenses increased \$25,005; capital expenses decreased \$2,401,015, and increases of transfers to the general fund were \$644,430. I recommend approval of the proposed FY 2021-22 budget as presented.</p>
LEGAL:	None

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2021 – 2022 budget.

2021 - 2022 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$27,804,315	
Expenditures:		
Legislative		\$ 1,694,810
Administration		\$ 1,109,305
Finance Dept.		\$ 1,428,645
Customer Service Dept.		\$ 733,690
Police		\$ 6,923,430
Fire		\$ 8,552,700
Municipal Court		\$ 299,575
Public Works		\$ 2,291,500
Recreation		\$ 3,489,400
Planning & Development		\$ 1,281,260
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 910,600	\$ 910,600
SPLOST – 2003	\$ 100,000	\$ 100,000
SPLOST – 2014	\$ 50,000	\$ 50,000
SPLOST - 2020	\$ 3,000,000	\$ 3,000,000
DEA	\$ 421,250	\$ 421,250
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 900,000	\$ 900,000
Motor Vehicle Rental Tax	\$ 85,650	\$ 85,650
Grant Funds	\$ 0	\$ 0
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 310,000	\$ 310,000

Enterprise Funds

Fiber Optics	\$ 2,414,200	\$ 2,414,200
Electric	\$52,501,920	\$52,501,920
Gas	\$29,346,250	\$29,346,250
Solid Waste	\$ 3,075,000	\$ 3,075,000
Stormwater	\$ 1,541,000	\$ 1,541,000
Water & Sewer	\$33,575,495	\$20,978,995
Water Pollution Control Plant		\$ 5,579,875
Water Treatment Plant		\$ 7,016,625

Internal Service Fund

Garage	\$ 1,458,085	\$ 1,458,085
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BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of June 2021. First Reading.

ADOPTED this ___ day of June 2021. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Gas Rates
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The proposed budget includes two gas rate changes. The first change is a \$0.05 per dekatherm increase in the capital improvements. This will be used to offset the rising cost of labor and materials associated with the deliverability of the gas system. This was last changed in FY2015.</p> <p>The second increase is in the Gas Index Price Adders. This will increase 7% for firm customers and 4% for interruptible customers. This will be used in the operations and maintenance of the existing gas system and for the expanding regulatory compliance. The Gas Index Price Adders have never been adjusted.</p> <p>With both of these changes, the estimated increase for a residential customer using about 100 therms equates to about \$2.72 per month.</p>
LEGAL:	None

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE IX. GAS SYSTEM is hereby amended as follows:

1.

That Division 2. Rates. Sec. 24-224. Gas System Transport Rate Schedule – Industrial and Sec. 24-225. Gas System Interruptible Rate Schedule – Industrial and Sec. 24-225. Gas System Interruptible rate schedule-industrial are hereby amended by deleting said sections in their entirety and replacing them as follows:

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

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 44 - interruptible - small - manufacturing.*

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

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

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

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

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.228/decatherms
Storage fee	0.30/decatherms
Plus PGCI	

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

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

Monthly Service Charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.228/decatherms
Storage fee	0.30/decatherms
Plus PGC III	

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

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

(b) *Code 45 – interruptible - industrial*

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

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

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

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

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.228/decatherms
Plus PGCII	

2.

That Division 3. Capacity Brokering. Sec. 24-228. In General., is hereby amended by deleting paragraphs (a), (d), and (e) in their entirety, and replacing them as follows:

Sec. 24-228. In general.

- (a) *Excess capacity.* That the City of Cartersville Gas System (CGS) has entered into various agreements with Southern Natural Gas Company (Southern) and Williams (Transco) whereby CGS has reserved firm capacity to serve its firm requirements. For the reservation of this firm capacity CGS pays Southern and Transco a monthly reservation fee. From time to time, CGS has excess firm capacity that it may wish to broker. CGS, at its sole discretion, will determine when there is excess firm capacity to broker. CGS will offer the excess firm capacity first to *Code 44 - interruptible - small – manufacturing, Code 46 – interruptible – large – manufacturing, Code 49 - interruptible manufacturing incentive, Code 45A - interruptible asphalt manufacturing facility customers* and then to other outside CGS. Brokering of capacity within CGS is limited to CGS transportation customers. Excess capacity will be disposed of through the bidding process at a market sensitive price calculated using the average price of Natural Gas Intelligence Gas Price Index for "Spot Gas Prices," "Delivered to Pipelines," "30 Day supply Transaction," "Southern Louisiana," "Southern Natural," "Contract Index," and Inside FERC's Gas Market Report for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." plus a 4% adder and all other applicable delivery charges.
- (d) *Bidding.* When CGS has determined that excess capacity is available, it will solicit sealed bids from those qualified transportation customers for the excess capacity. A bidder may bid on a portion or all of the excess capacity. Only bids of \$0.10 per dekatherm or greater will be accepted. The excess capacity, if brokered, will be awarded to the bidder(s) whose bid is determined by CGS to be in CGS best economic interest. CGS reserves the right to reject any an all bids. If CGS rejects any or all bids, or if excess capacity remains after the initial bidding process, CGS may offer the excess capacity to others outside CGS. CGS reserves the right to reject any and all bids.
- (e) *Recall ability.* Any capacity brokered is recallable with a minimum 4-hour notice, for either CGS system supply or in the event of a limitation on either Southern's and/or Transco's system. However, anytime capacity is recalled, that capacity will be recalled starting with the lowest price bid and moving up in price until the amount of capacity needed is recalled. Whenever capacity is recalled, the price bid will be prorated for the days that the capacity was not available in a given month.

3.

That Division 4. Natural Gas System Terms of Service. Sec. 24-231. Generally., is hereby amended by deleting in its entirety paragraph (h) and (i) and replacing them as follows:

Sec. 24-231. Generally.

- (h) A capital improvement charge of \$0.0228/therm shall be applied to all purchased gas costs.
- (i) *Determination of therms or decatherms.*

- (1) For accounts billed in therms, the gas for any billing period, expressed in hundreds of cubic feet, shall be multiplied by the average BTU of the gas send-out as determined below and divided by one hundred thousand (100,000) in order to determine the number of therms consumed.
- (2) For accounts billed in decatherms, the gas for any billing period, expressed in thousands of cubic feet, shall be multiplied by the average BTU of the gas sendout as determined below and divided by one million (1,000,000) in order to determine the number of decatherms consumed.
- (3) The average BTU of the gas send-out for billing purposes shall be calculated for each calendar month from the weighted average BTU of natural gas delivered to city by the city's suppliers.

4.

That Division 4. Natural Gas System Terms of Service. Sec. 24-231. Generally., paragraph (1) Definitions, is hereby amended by deleting the definitions for Direct Transportation Service, Gas, Index Base, PCGI, PCGII, PGCIII, and Total Index Cost, replacing them as follows and adding a new definition for Transco or Williams/Transco as follows. The remaining definitions shall remain as is.

Sec. 24-231. Generally.

(1) *Definitions.* For purposes hereof:

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

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

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

PGCI means an average cost calculated using the first of the month index from the publication "Inside FERC" for SNG and/or the actual gas cost whichever is greater, plus a 7% adder, plus the projected yearly demand charges based upon Southern and Transco's current monthly demand charges as billed during the calendar month of consumption divided by the prior calendar year's firm consumption plus any applicable surcharges and a two (2) percent add-on for lost and unaccounted for gas. In the event the city's actual annual demand charges paid Southern is more or less than collected from the city's firm customers no adjustments will be made.

PGCII means an average cost calculated using the first of the month index from the publication "Inside FERC" for SNG and/or the actual gas cost whichever is greater, plus a 7% adder, plus Southern's one hundred (100) percent load factor transportation rate as billed during the calendar month of consumption plus any applicable surcharges and a two (2) percent add-on for lost and unaccounted for gas.

PGCIII means an average cost calculated using the first of the month index from the publication "Inside FERC" for SNG and/or the actual gas cost whichever is greater, plus a 7% adder, plus Southern's one hundred twenty-five (125) percent load factor transportation rate as billed during the calendar month of consumption plus any applicable surcharges and a two (2) percent add-on for lost and unaccounted for gas.

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

Transco or Williams/Transco means The Williams Company Inc.

5.

That Division 4. Natural Gas System Terms of Service. Sec. 24-232. Interruptible direct transportation sider., and Sec. 24-234. Interruptible transportation and sales maintenance (ITSM) rider., are to be deleted in their entirety and replaced with the following:

Sec.. 24-232. Reserved

Sec. 24-234. Reserved.

6.

That Division 4. Natural Gas System Terms of Service. Sec. 24-233. Industrial Interruptible Service., paragraphs (C)(2)d.; (C)(3)b.; (C)(4); and (d)(2) are to be deleted in their entirety and replaced as follows:

Sec. 24-233. Industrial interruptible service.

(C)

(2) *Authorized overrun gas.*

- d. Gas sold under this rider will be shown separately on city's invoice.
 - 1. *Surcharge.* The charge for all decatherms purchased under this rider, in addition to the rates and charges otherwise payable under the interruptible schedule applicable to the customer is as follows:
 Per decatherm \$3.00

(3)

- b. To require customer to pay city a charge of two (2) times Southern and or Transco’s Natural Gas penalty charge per decatherm for all unauthorized gas taken, in addition to the regular charge for such gas.

(4) *Capital improvements.* A charge of \$0.228/decatherm shall be applied to all volumes for capital improvements.

(d) *Character of service.*

(2) It is contemplated that all gas received into city's system will be gas delivered out of a commingled stream from the pipeline system of Southern Natural Gas and Williams Transco. The service contemplated hereunder is of an industrial character and city does not guarantee the chemical composition or specific gravity of the gas delivered, nor does city guarantee such gas to be free from interruptions or fluctuations in delivery pressure or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. There is no warranty, express or implied, as to the fitness of gas delivered pursuant to this schedule for use in the customer's operations.

7.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Water and Sewer Rates
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The proposed fiscal year 2021-22 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The increase is as follows: a 7.5% increase in the residential water and sewer rates for customers both inside and outside the city limits.</p> <p>The 7.5% increase will allow the water department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equate to \$0.32 per 100 cubic feet used for city residents. The total estimated increase for a residential water and sewer customer is \$3.97 per month on 7000 gallons consumed.</p> <p>With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2021.</p>
LEGAL:	None

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 and Section 24-147 SEWAGE RATES is hereby amended by deleting paragraph (a) (2) and (b)(2) in their entirety and replacing them with the following:

1.

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

(a.) Water Monthly Billing	City	Outside City
(2) Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$2.20/100 cu. ft./ \$2.95/1000 Gal.	\$4.04/100 cu. ft./ \$5.41/1000 Gal.
(b) 9 – 14 consumptions per month	\$3.31/100 cu. ft./ \$4.43/1000 Gal.	\$4.15/100 cu. ft./ \$5.55/1000 Gal.
(c) 15 – 19 consumptions per month	\$5.00/100 cu. ft./ \$6.70/1000 Gal.	\$5.00/100 cu. ft./ \$6.70/1000 Gal.
(d) 20 + consumptions per month	\$6.99/100 cu. ft./ \$9.34/1000 Gal.	\$6.99/100 cu. ft./ \$9.34/1000 Gal.
(ii) Apartments, Multiples & Commercial Meters	\$3.62/100 cu. ft./ \$4.85/1000 Gal.	\$4.91/100 cu. ft./ \$6.57/1000 Gal.
(iii) Irrigation System Meters	\$5.00/100 cu. ft./ \$6.70/1000 Gal.	\$5.00/100 cu. ft./ \$6.70/1000 Gal.
(iv) Industrial and All Other Meters	\$2.20/100 cu. ft./ \$2.95/1000 Gal.	\$4.04/100 cu. ft./ \$5.41/1000 Gal.
(b.) Sewage Monthly Billing	City	Outside City
(2) Plus consumption	\$2.42/100 cu. ft./ \$3.23/1000 Gal.	\$4.28/100 cu. ft./ \$5.72/1000 Gal.

2..

This Ordinance shall become effective on July 1, 2021.

3.

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

[SIGNATURES ON NEXT PAGE]

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Cartersville School System Resolution to issue General Obligation Bonds
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Cartersville School System received voter approval to issue General Obligation Bonds and on June 3, 2021, will be going to the bond market to issue bonds in the amount of \$53,830,000. The bond funds will be used for school construction projects and other approved expenditures. Since the Cartersville School System is a “subsidiary” of the City of Cartersville, the City Council must approve the Bond Resolution. As of today, we have not received the actual Bond Resolution that the City Council will have to take action on, however, I did want to list this item on the agenda and make you aware of this Bond Resolution that will be recommended for your approval. There is no cost to the city for the bond issuance to the Cartersville School System.</p>
LEGAL:	N/A

H&K Draft: 05/26/2021

PRELIMINARY OFFICIAL STATEMENT DATED MAY 26, 2021

NEW ISSUE - BOOK ENTRY ONLY
(Book-Entry Only)

RATINGS: S&P: AA+ (State Intercept Program)
AA (Underlying)

See "MISCELLANEOUS - Ratings" herein.

In the opinion of King & Spalding LLP, Bond Counsel, under existing statutes, rulings and court decisions, and under applicable regulations, and assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Bonds is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax. In the opinion of Bond Counsel, interest on the Bonds is exempt from present State of Georgia income taxation under existing statutes as described herein. See "TAX TREATMENT."

\$53,830,000*

CITY OF CARTERSVILLE, GEORGIA
GENERAL OBLIGATION BONDS,
SERIES 2021

Dated: Date of Delivery

Due: October 1, as shown on inside front cover

The City of Cartersville General Obligation Bonds, Series 2021 (the "Bonds") are being issued in fully registered form and in denominations of \$5,000, or any integral multiple thereof, by the City of Cartersville, Georgia (the "City"), a municipality of the State of Georgia, for the purpose of (i) financing the acquisition, construction and equipping of certain educational facilities (the "Project") for the benefit of the School System of the City of Cartersville (the "School System"), (ii) paying all or a portion of the interest on the Bonds for a period of not more than 24 months from the date of issuance of the Bonds, and (iii) paying costs of issuance of the Bonds.

The Bonds are direct and general obligations of the City. The principal of and interest on the Bonds are payable from an ad valorem tax, unlimited as to rate or amount, to be levied upon all taxable property within the City subject to taxation for general obligation bond purposes. The Bonds are also payable from any state appropriation to which the City or the Cartersville School Board (the "School Board") may be entitled, which the State of Georgia Board of Education has been authorized to withhold from the City and the School Board and transfer to the Paying Agent under certain circumstances. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Interest on the Bonds is payable semiannually on April 1 and October 1 of each year (each such date, an "Interest Payment Date"), commencing on October 1, 2021, to the owners thereof as shown on the registration books maintained by Truist Bank, a North Carolina banking corporation, as Paying Agent and Bond Registrar. The Bonds bear interest from the Interest Payment Date next preceding their date of authentication, except as otherwise provided herein. See "THE BONDS -- Description."

The Bonds will be issued in book-entry form and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. Payment of the principal of and interest on the Bonds will be made by the Paying Agent directly to Cede & Co., as nominee of DTC, and will subsequently be disbursed to DTC Participants and thereafter to Beneficial Owners (as defined herein) of the Bonds, all as described herein. See "THE BONDS -- Book-Entry Only Bonds."

The Bonds are subject to optional and mandatory redemption prior to their maturity, as described herein.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

The Bonds are offered when, as, and if issued by the City and accepted by the original purchasers subject to the approving opinion of King & Spalding LLP, Atlanta, Georgia, Bond Counsel. Certain legal matters will be passed on for the City by its counsel, Archer & Lovell P.C., Cartersville, Georgia, for the School Board by its counsel, White & Choate LLC, Cartersville, Georgia and by Holland & Knight LLP, Atlanta, Georgia, the City's and the School Board's Disclosure Counsel. Davenport & Company, LLC, Atlanta, Georgia, is serving as Financial Advisor to the School Board. The Bonds are expected to be delivered through The Depository Trust Company in New York, New York on or about June 24, 2021*.

The City will receive bids for the purchase of the Bonds on June 3, 2021, until 11:00 a.m. EDT as set forth in the Notice of Sale.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to change, completion or amendment without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Commercial Front Loader Lease
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Solid Waste would like to renew the lease agreement with RDK Truck Sales with financing provided by Commercial Credit Group, Inc. This proposal would provide a new commercial front loader garbage truck on a 13-month lease term for \$6,346.00 per month with a balloon payment option on the end. RDK guarantees buyback of the truck by paying the balloon payment if we decide not to purchase the truck.</p> <p>The benefit of this proposal is that we keep a truck which is less than one year old to reduce maintenance costs, garage workload, and downtime.</p> <p>We are seeking permission for the Mayor to sign all related documents including but not limited to the lease agreement, Acceptance Certificate, lease certification and resolution and declaration of intent.</p> <p>This is a budgeted item.</p>
LEGAL:	Keith Lovell has reviewed and worked with lessor's representative to produce documents acceptable to both parties.

LEASE AGREEMENT (“Lease”)

Meeting: June 3, 2021 Item 13.

LESSEE: City of Cartersville
c/o Tommy Sanders, Director of Public Works
330 South Erwin Street
Cartersville, GA 30120

LESSOR: Commercial Credit Group Inc.
525 North Tryon Street, Suite 1000
Charlotte, NC 28202

This Lease Agreement, made and entered into on April 14, 2021 (together with any amendments hereto made in accordance herewith, the “Lease”), is entered into by and between COMMERCIAL CREDIT GROUP INC., incorporated under the laws of the State of Delaware (the “Lessor”), as the lessor hereunder, and City of Cartersville (the “Lessee”), as lessee hereunder.

WITNESSETH:

WHEREAS, the Lessee is a public body corporate and politic and a political subdivision organized and existing pursuant to the laws of the State of Georgia, and is authorized thereunder to enter into this Lease; and

WHEREAS, the Lessor has the requisite corporate and governmental power to enter into this Lease; and

WHEREAS, the City Council of City of Cartersville (the “Council”), the governing body of the Lessee, has determined, and hereby agrees, that it is in the Lessee’s best interest to lease certain equipment, with an option to purchase, as more particularly described on Schedule A attached hereto and incorporated herein by reference (collectively, the “Equipment”) through this Lease with the Lessor; and

WHEREAS, the lease of Equipment serves a valid and essential corporate and public purpose of the Lessee; and

WHEREAS, the execution, delivery and performance of this Lease by the Lessor has been authorized and approved by all necessary and appropriate action of the Lessor.

NOW, THEREFORE, for and in consideration of the payment of the Lease Payments (as hereinafter defined) by the Lessee, the mutual promises, conditions and covenants herein set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions set forth herein, the personal property described on Schedule A attached hereto, together with all replacement parts, repairs, additions, accessories and systems incorporated therein or affixed thereto.

2. NO WARRANTIES. Lessee acknowledges that it has selected both (a) the Equipment listed on Schedule A and (b) the supplier or vendor named on Schedule A from whom Lessor is to purchase said Equipment. In this respect, Lessee acknowledges that Lessor is not the manufacturer of said Equipment nor the agent of said manufacturer or vendor. **LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, (i) THE FITNESS, DESIGN, OR CONDITION OF THE EQUIPMENT; (ii) THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; (iii) THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS IN THE EQUIPMENT, OR WORKMANSHIP IN THE EQUIPMENT; (iv) ANY LATENT DEFECTS IN THE EQUIPMENT; (v) ANY PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT; (vi) THE CONDITION OF TITLE TO THE EQUIPMENT, AND SPECIFICALLY AS TO WHETHER SUCH TITLE IS FREE AND CLEAR OF LIENS, SECURITY INTERESTS AND OTHER ENCUMBRANCES; AND (vii) THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO.** Lessee further acknowledges that it is leasing the Equipment from Lessor in an “AS IS” condition and that no defect or unfitness of the Equipment shall relieve Lessee of Lessee’s obligation to pay rent or any other obligation Lessee may have under this Lease. The parties agree that Lessor shall have no obligation to deliver, install, erect, test, adjust, repair, or service the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or the supplier, or is unsatisfactory for any reason, Lessee shall make claim on account thereof solely against the supplier or manufacturer and shall, nevertheless, pay Lessor all Lease Payments (as defined herein) payable hereunder. As between Lessee and Lessor and only in those instances where the manufacturer of the Equipment has provided any warranty or guarantee of any nature whatsoever applicable to the Equipment, Lessor hereby assigns to Lessee whatever assignable interest, if any, Lessor may have in such warranty or guarantee. The aforesaid assignment shall not in any way be deemed to limit, negate, or otherwise affect the disclaimer of warranties contained in this Section, and Lessor shall not incur any duties arising out of any manufacturer’s warranties or guarantees. Further, Lessor shall not incur any liability whatsoever arising out of any breach of any manufacturer’s warranties or guarantees applicable to the Equipment.

3. ORDERING EQUIPMENT. Lessee agrees to order the Equipment from the supplier shown in each Schedule. Lessee agrees to arrange for delivery of the Equipment, so it can be accepted in accordance with Section 4 hereof. Lessee hereby authorizes Lessor to insert on Schedule A the serial numbers and other identification data of the Equipment when determined. Lessee certifies that all of the Equipment is essential to the conduct of Lessee’s operations. Lessor shall have no obligation to fund any purchase of Equipment or portion thereof unless all reasonable conditions established by Lessor (“Funding Conditions”) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Lease and attachments; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related Regulations and rulings thereunder (collectively, the “Code”); (d) no material adverse change shall have occurred in the financial condition of Lessee or any supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any liens (except Lessor’s liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) the Acceptance Certificate; (2) evidence of insurance coverage required by the Lease; (3) an opinion of Lessee’s counsel as to Lessee’s execution,

authority and the enforceability of this Lease; (4) reasonably detailed invoices for the Equipment, and if such invoices are provided, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (5) Uniform Commercial Code ("UCC") financing statements naming the Lessee as debtor and properly recorded; (6) copies of resolutions passed by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (7) such documents and certificates relating to the tax-exempt interest payable under the Lease (including without limitation IRS Form 8038-G, Form 8038-GC or such other forms, as appropriate, or evidence of filing thereof with the Secretary of the Treasury) as Lessor may request; and (8) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

4. **DELIVERY AND ACCEPTANCE.** Lessee shall inspect the Equipment promptly, and in no event later than one business day, after delivery to Lessee and shall provide an Acceptance Certificate confirming its acceptance of the Equipment. Nothing contained in this Lease shall impose upon Lessor any duty of delivery of the Equipment or installation thereof or maintenance with respect thereto. For avoidance of doubt as to the applicability of federal excise tax pursuant to 26 U.S.C. § 4051, at or before delivery and acceptance of the Equipment, Lessee shall execute and deliver to the vendor of the Equipment an Exemption Certificate pursuant to 26 U.S.C. §§ 4221(a)(4) and 4222(b)(1), in a form complying with 26 C.F.R. § 145.4052-1(a)(6), except for the requirement that said Exemption Certificate contain a registration number, irrespective of whether the transaction contemplated by this Lease is considered a "sale." Furthermore, Lessee shall promptly execute and deliver such an Exemption Certificate to Lessor or its designee upon request in the event Lessee exercises the Purchase Option.

5. **LEASE TERM AND LEASE PAYMENT.** This Lease shall be effective as of the date of execution by the Lessor. The term of this Lease shall commence as of the date of execution hereof and shall continue until the end of the Lessee's then-existing fiscal period, being September 30, 2021 (the "Original Term"), with payments to be made by Lessee as set forth on Schedule B attached hereto and made a part hereof (the "Lease Payments") without notice or demand. The Lessee shall have the option to continue this Lease, subject to periodic appropriation by the Council or availability of funds to Lessee, for such additional fiscal periods plus the concluding fractional fiscal period (each being "Renewal Terms") needed to complete the anticipated total term of this Lease as set forth in Schedule B, as it may be amended hereunder (the "Total Term"). Pursuant to O.C.G.A. § 36-60-13(a)(2) or the applicable provision of Georgia law, Lessee shall be deemed to have automatically exercised its option to enter a Renewal Term unless Lessee gives written notice to Lessor of its election not to enter such Renewal Term within 30 days before the end of the then-current Original Term or Renewal Term. If Lessee exercises its option to terminate the Lease, then the Lease shall terminate in accordance with Section 6 hereof. Such termination shall be absolute and without further obligation (other than to surrender the Equipment, pay any and all amounts due hereunder through the end of the applicable term, and execute documents as may be necessary to release any claims on title to the Equipment to Lessor on part of the Lessee). Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments shall constitute a current expense of Lessee based on appropriated funds and shall not in any way be construed to be debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee. A portion of each Lease Payment is paid as, and represents payment of interest, and a portion of each Lease Payment is paid as and represents payment of principal. Set forth in Schedule B are the interest component and the principal component of each Lease Payment during the Total Term. The interest component of each Lease Payment shall be calculated on the basis of a 360-day year and the actual number of days elapsed. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing). Lessee shall pay Lessor on demand as a late charge five per cent (5%) of any Lease Payment that has not been fully paid prior to the seventh day after its due date, limited, however, to the maximum amount allowed by law. Notwithstanding any dispute between Lessee and (i) the vendor or manufacturer of the Equipment or (ii) Lessor, Lessee shall make all payments when due, subject to periodic appropriation by the Council, and shall not withhold any payments or portions thereof, pending final resolution of such dispute. Lessee hereby covenants it will not assert any right of setoff, recoupment, abatement, or counterclaim against its obligation to make the payments due pursuant to the terms hereof and that its budget officer or other business official will take such action as is necessary under the laws applicable to Lessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligation to make all payments due during the Total Term of this Lease, pursuant to the provisions of this Lease. All payments shall be applied first to any late payment charges or other amounts due hereunder that are neither interest nor principal, then to interest accrued to the date of payment, and thereafter to the unpaid principal balance.

6. **NONAPPROPRIATION OF FUNDS; NONSUBSTITUTION.** In the event no funds or insufficient funds are appropriated and budgeted or are not otherwise available in the then-current budget in the Original Term or any Renewal Term for Lease Payments and/or other amounts due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence with details as a reason for termination, and the Lease shall terminate on the last day of the Original Term or Renewal Term for which appropriations were received, without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments and other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination due to the nonappropriation of funds by the Council, Lessee agrees, to the extent permitted by law, not to purchase, lease or rent equipment performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Council, at the site where the Equipment is to be located, installed and/or utilized pursuant to this Lease, for a period of ninety (90) days, except for the public health, safety, welfare or convenience of the Council; provided, however, that these restrictions shall not be applicable (i) in the event the Equipment shall be liquidated by the Lessor and the amount received from said liquidation, less all costs of such sale or disposition, are sufficient to pay the aggregate total of unpaid Lease Payments and other amounts due through the end of the last Original Term or Renewal Term entered or (ii) to the extent that these restrictions are unlawful or would adversely affect the validity of this Lease. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the amounts due hereunder, or (ii) that may be used solely to prevent a default in the payment of amounts due hereunder. Lessee does not own the Equipment has no right to sell or otherwise dispose of the Equipment, either in whole or in major part, prior to the end of the Total Term. There are no obligations of Lessee which (i) accrue within 30 days of the date hereof; (ii) are incurred pursuant to the same or similar plan of financing as the Lease; and (iii) are expected to be paid from substantially the same source of funds. The officer or official who has executed this Lease on Lessee's behalf is familiar with Lessee's expectations regarding the

use of the Equipment and expenditure of funds to procure the Lease; and to the best of his/her knowledge, information, and belief, the estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.

7. **AUTHORITY AND AUTHORIZATION.** Lessee represents, covenants and warrants, and, as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a political subdivision of the State of Georgia; (ii) the execution, delivery and performance by Lessee of this Lease and each Schedule, and the acquisition of Lessee's rights in and to the Equipment, have been duly authorized by all necessary action on the part of the Lessee and its governing body; (iii) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (iv) Lessee is an "issuer of tax-exempt obligations" because Lessee is a state or political subdivision thereof, Lessee is a constituted authority or district authorized to issue obligations on behalf of the state or political subdivision of the state within the meaning of 26 CFR § 1.103-1(b), or a qualified volunteer fire company within the meaning of 26 U.S.C. § 150(e)(1); (v) no lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period; (vi) no event has occurred which would constitute a default or an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years; (vii) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Total Term, and use of the Equipment is essential to Lessee's proper, efficient, and economic operation; (viii) the Total Term does not exceed the period of probable usefulness of the Equipment; (ix) Lessee has not made any other funding arrangement with any other party for financing or acquisition of the same or similar Equipment for which it does not have an independent need; (x) Lessee is a governmental unit with general taxing powers, and Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Lease is used (directly or indirectly) in a Private Business Use (for purposes hereof, "Private Business Use" shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public); (xi) no payment obligation under the Lease is directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) proceeds arising out of such property or (B) to be derived from payments (whether or not to Lessee) arising out of property or borrowed money used or to be used for a Private Business Use; (xii) no portion of the proceeds from the execution and delivery of the Lease is to be used (directly or indirectly) to make or finance loans to persons other than "governmental units," as such term is used in Section 141(c) of the Code; (xiii) Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code; (xiv) the proceeds from the execution and delivery of the Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Code; (xv) the purpose of the Lease is not to exploit the difference between interest rates available to issuers of tax-exempt obligations and those that are taxable to gain a material advantage and/or increase the burden on the market for tax-exempt obligations in any manner, including by entering an installment purchase contract for a greater amount, executing the same sooner, or permitting it to remain outstanding longer than would otherwise be necessary; (xvi) there are no other funds or accounts established or held by Lessee which are reasonably expected to be used to pay amounts due pursuant to the Lease or which are pledged as collateral for the Lease and for which there is reasonable assurance that amounts therein will be available to pay such amounts on the Lease if Lessee encounters financial difficulties, and Lessee has appropriated sufficient funds in its general operating account to meet its obligations under the Lease for the current fiscal period; (xvii) no other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Lease; (xviii) the amount shown in Schedule A will be paid directly to vendors to effectuate the purchase and/or assembly of all or part of the Equipment and for no other purpose, no portion of this amount will be deposited in a reserve or replacement fund, and all of such moneys are necessary to finance the Equipment, and Lessee expects that 100% of the proceeds from the execution and delivery of the Lease will be disbursed at or near the closing of the transactions contemplated thereby; (xix) Lessee has entered into substantial binding obligations in connection with the Equipment totaling 100% of the cost of acquisition and installation of the Equipment, and 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds of the Lease are expected to be expended to pay Equipment costs; and (xx) the date of execution of the Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with the intention of abnormally prolonging the period between the execution of the Lease and the disbursement of the proceeds thereof. Nothing herein shall be construed as requiring Lessee to incur debt. Lessee agrees that (i) it will do or cause to be done all things reasonably necessary to preserve and keep this Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the Original Term, and for each Renewal Term it elects to enter thereafter, including but not limited to Lease Payments, all amounts due in the event of a Gross-Up Event, and all expenses incidental to this Lease and maintenance and insurance of the Equipment; (iv) the official of the Lessee responsible for budget preparation will include in the budget request for each fiscal period the Lease Payments and all other amounts which may be due hereunder to become due during that fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay the Lease Payments and all other amounts which may be due hereunder for the Total Term; (v) Lessee will submit to the Secretary of the Treasury an appropriate reporting statement as required by the Code; (vi) Lessee shall provide Lessor a copy of the budget for the Original Term and each successive Renewal Term it enters promptly upon authoritative approval of the budget; (vii) all Lease Payments and other amounts due pursuant to the terms hereof shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor, and in all cases from sources other than ad valorem taxes. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies and the obligations herein associated with return of the Equipment. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Lease. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies and the obligations herein associated with return of the Equipment. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Lease.

8. **TITLE.** Pursuant to O.C.G.A. § 36-60-15 or the applicable provision of Georgia law, upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of the Lease pursuant to Section

6 hereof; (ii) upon expiration of the Total Term, if Lessee has not exercised the Purchase Option; or (iii) upon Default hereunder related to such Equipment, provided that such Event of Default, if curable, is not promptly cured. Upon the occurrence of (i), (ii), or (iii) above, title to the Equipment reverts to Lessor. In the event title to the Equipment reverts to Lessor, Lessee agrees (i) to peaceably surrender possession of the Equipment, in the same condition as it existed upon delivery to Lessee, ordinary wear and tear excepted, to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by the Lessor; (ii) to contemporaneously execute any documentation required to transfer title to the Equipment as determined by Lessor in its sole discretion.; and (iii) that Lessor will have all legal and equitable rights and remedies to take possession of the Equipment, including without limitation those specified in Section 19 hereof.

9. SECURITY INTEREST. Except where unauthorized, in order to secure all of its obligations hereunder and, to the extent permitted by applicable law, all of its obligations under all other agreements with Lessor, Lessee hereby (i) grants to Lessor a first priority security interest in any and all right, title and interest of Lessee in the Equipment and all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease and the Schedules hereto serve as a security agreement under the laws of Georgia, and if required Lessor may file a UCC financing statement to perfect and provide public notice of such security interest, and (iii) agrees to execute and deliver any financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

10. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall hold Lessor harmless during the Original Term and any Renewal Term during which this Lease is in effect for any claim(s) to the Equipment asserted by any landlord, creditor or mortgagee, and Lessee shall defend Lessor and the Equipment against any claim(s) to the Equipment during the Original Term and any Renewal Term during which this Lease is in effect, provided that any sums to be expended thereon are available in the budget for the then-current term of this Lease and to the extent permitted by law. Lessee agrees that no claim of any third party shall be deemed to affect the availability of the Equipment for Lessee's use and enjoyment or abate the obligation to pay rent hereunder.

11. LOCATION; INSPECTION. The Equipment shall be delivered to the location specified on Schedule A or, if none is specified, at Lessee's address set forth above, but it shall not be Lessor's obligation to ensure delivery of the Equipment to Lessee, and Lessee shall have no recourse against Lessor in the event delivery is not made by the vendor as agreed. Lessor shall have the right to inspect the Equipment at any reasonable time. Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in Schedule A by Equipment suppliers selected by Lessee. Lessee shall pay all costs related thereto.

12. CARE AND USE OF EQUIPMENT. Lessee, at its own cost and expense, shall maintain the Equipment in good operating condition, repair, and appearance, and shall protect such Equipment from deterioration other than normal wear and tear; shall use the Equipment in the regular course of its activities only (i.e. only for the purpose of performing essential governmental use and public functions within the permissible scope of Lessee's authority), within its normal capacity, without abuse, and in a manner contemplated by the manufacturer thereof; and shall not make modifications, alterations, or additions to the Equipment (other than normal operating accessories or controls), without the written consent of Lessor, which shall not be unreasonably withheld. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories, and controls shall accrue to the Equipment and become the property of the Lessee, subject to Sections 8, 18, and 19 hereof. Lessor shall have the right, during customary business hours, to enter upon the premises where the Equipment is located in order to inspect, observe, or otherwise protect Lessor's interest, and Lessee shall cooperate in affording Lessor the opportunity to do the same. For the purpose of assuring Lessor that the Equipment will be properly serviced, Lessee agrees to cause the Equipment to be maintained pursuant to the manufacturer's standard preventive maintenance contract and/or recommendations and will provide proof of proper maintenance to the Lessor upon the Lessor's written request. Lessee agrees that Lessor shall not be responsible for any loss or damage whatsoever to the Equipment, nor shall Lessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the Equipment or any part thereof. Lessee shall insure the Equipment against loss as required herein. Lessor shall not be liable to Lessee or anyone else for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the inadequacy of the Equipment, or any item supplied by the vendor or another party, any interruption of use or loss of service, use or performance of any Equipment; and loss of business or other consequence or damage, whether or not resulting from any of the foregoing. Any obligation of Lessee under this Section to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made.

13. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal, if any) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay any charges and/or taxes when due, Lessor shall have the right, but shall not be obligated, to pay such charges and/or taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall promptly reimburse Lessor therefor. Nothing herein shall be construed as requiring Lessee to incur debt.

14. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from the time the Equipment is shipped by the supplier through the Equipment delivery to Lessor and for the Total Term, from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligations to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately notify Lessor and place the Equipment in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor to the extent permitted by applicable law, will either (a) replace the same with like equipment in good repair (in which event such replacement equipment shall automatically become Equipment hereunder) and deliver to Lessor executed copies of the invoice or bill of sale for the same; or (b) on the next Lease Payment date, pay Lessor all amounts then owed by Lessee to Lessor under this Lease for the then-current Original Term or Renewal Term plus the Purchase Option amount then applicable for said Equipment. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payments and Purchase Option to be made by Lessee with respect to the Equipment which has suffered the event of loss. To the extent not prohibited by applicable law, Lessee shall bear the risk of loss for, shall

pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorneys' fees) or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. Whether or not covered by insurance, and without limiting the foregoing, Lessee hereby assumes responsibility for (a) the selection, manufacture, purchase, acceptance or rejection of the Equipment and the ownership of the Equipment, (b) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (c) the conduct of Lessee, its officers, employees and agents, (d) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (e) any strict liability under the laws or judicial decisions of any state or the United States. To the extent not prohibited by applicable law, these obligations of Lessee shall survive any expiration or termination of this Lease. Lessee shall not bear the risk of loss of the Equipment arising directly from events occurring after said Equipment has been returned by Lessee to Lessor in accordance with the terms of the Lease, or which arise directly from the gross negligence or willful misconduct of Lessor.

15. **INSURANCE.** Lessee, will, at its expense, maintain at all times during the Original Term and any Renewal Term of this Lease, fire and extended coverage, public liability, (if applicable) vehicle liability, uninsured motorist and collision coverage, and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be reasonably satisfactory to Lessor. In no event will the insurance limits be less than the amount of the Purchase Option price with respect to such Equipment at the beginning of the then-current Original Term or Renewal Term, computed pursuant to Section 16 hereof, plus the aggregate amount of Lease Payments then outstanding. Lessor shall be named as additional insured, and the proceeds of any such policies will be payable to Lessor as its interest shall appear with a lender's loss payable endorsement. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident in excess of Ten Thousand US Dollars (\$10,000.00) involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Nothing herein shall be construed as requiring Lessee to incur debt. Lessee represents and warrants that it has appropriated the funds necessary to insure the Equipment and that its budget official will use all efforts to obtain appropriations for insurance required hereunder for all successive Renewal Terms throughout the Total Term. Lessee shall provide satisfactory evidence of required insurance coverage for all Equipment, and each insurance policy will require that the insurer give Lessor prompt written notice of any amendment to or cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

16. **PURCHASE OPTION.** At its option at any time prior to termination of the Lease, the Lessee may obtain release of Lessor's interest in the Equipment by paying (a) all Lease Payments and other amounts then due and payable hereunder, (b) all interest accrued and unpaid to the date on which Lessee delivers all amounts required under this subsection to Lessor in good funds, and (c) the Purchase Option amount listed on Schedule B for the last date prior to the date on which Lessee exercises the Purchase Option (if no Purchase Option amount is specified for a date prior to the date on which Lessee chooses to exercise the Purchase Option, Lessee may request calculation of such amount from Lessor). Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

17. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

18. **EVENTS OF DEFAULT.** The term "Event of Default" as used herein, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment (or any other payment), except as specifically provided in Section 6 herein, as it becomes due in accordance with the terms hereof or of any other agreement with Lessor, (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or under any other agreement with Lessor; or (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease, or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect.

19. **REMEDIES.** Upon the occurrence of an Event of Default, irrespective of the applicability of referenced statutory remedies, to the extent not prohibited by applicable law, Lessor may, at its option, exercise any one or more of the following remedies: (a) By written notice to Lessee, where allowed by law, declare an amount equal to such amount then due hereunder to be immediately due and payable, whereupon the same shall become immediately due and payable; provided, however, that the actual amount due as of the date of such acceleration shall be limited to the unpaid principal component and interest component of Lease Payments accrued to the date of expiration of the Original Term or Renewal Term in which such acceleration occurs, together with interest on such amount at the rate of 18% per annum or the maximum rate allowed by applicable law, whichever is lower; (b) By written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (c) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee; (d) Proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, subject to the limitations of liability contained herein; (e) Exercise any and all rights and remedies accruing to a secured party and any and all rights and remedies accruing to a lessor under the Georgia Code, including without limitation Articles 2A and 9 of Title 11, irrespective of whether the Lease is deemed not to be a true

lease by a court of competent jurisdiction; (f) Exercise any and all rights and remedies available under applicable statutory, and equitable rights and remedies); and/or (g) Enforce Lessee's specific performance or seek an injunction to ensure the performance of the provisions hereof requiring surrender of possession of the Equipment and transfer of title to the Equipment to Lessor. Lessee shall, upon request of Lessor after an Event of Default, execute any documentation required to release all rights, title and interest to the Equipment to Lessor as determined by Lessor in its sole discretion. In addition, Lessee will, subject to the limitations of liability contained herein, remain liable for all covenants under this Lease and documents executed in connection herewith. In the event of a default by the Lessee under the provisions of this Lease, the Lessee agrees, subject to the limitations and provisions of applicable law, that it will pay on demand to the Lessor, the reasonable costs and expenses, including attorneys' fees, incurred by the Lessor in the collection of amounts due hereunder or the enforcement of performance or observation of any obligation or agreement by the Lessee. Any obligation of Lessee under this Section to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made during the then-current budget period.

20. DESIGNATION AS "QUALIFIED TAX- EXEMPT OBLIGATION." Pursuant to 26 U.S.C. § 265(b)(3), Lessee hereby specifically designates the obligation to make Lease Payments as a "qualified tax-exempt obligation," and hereby covenants that it will comply with all requirements of the Code for such designation. The Lessee hereby represents that it will not designate more than \$10,000,000.00 of obligations issued by Lessee in the calendar year during which the contract is executed and delivered as "qualified tax-exempt obligations." Lessee agrees to file either Form 8038-G, Form 8038-GC or such other forms, as appropriate, with the Internal Revenue Service as to the Lease Payments made hereunder for each reporting year during which the Original Term or any Renewal Term is in effect. If for any reason the Internal Revenue Service does not treat the Lease Payments hereunder as a "qualified tax-exempt obligation" (a "Gross-Up Event"), then Lessee shall, prior to the end of each then-current appropriations period, pay to Lessor the difference between the yield on Lease Payments that would have existed had the Internal Revenue Service treated the Lease Payments as tax-exempt for the then-current appropriations period and the net, after-tax yield Lessor actually realized during the then-current appropriations period.

21. FINANCIAL INFORMATION. As soon as they are available after their completion in each fiscal year of Lessee during any term of this Lease, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee and such other information as Lessor may reasonably request.

22. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, or by recognized overnight national delivery service to the other party at its address set forth herein or at such address as the party may provide in writing from time to time.

23. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision hereof.

24. GOVERNING LAW. This Lease shall be construed in accordance with and governed by the laws of the State of Georgia.

25. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction(s) contemplated by this Lease. Lessee agrees to execute and/or deliver, as required by and to the satisfaction of Lessor in its sole discretion, any documents and information that may be necessary or convenient to correct any errors or omissions herein or to reflect the intent of the Lessor.

26. **WAIVER OF JURY TRIAL.** Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

27. PERFORMANCE BONDS. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the interest of Lessor under the Lease. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all Lease Payments then due plus the then-applicable Purchase Option price. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

28. ENTIRE AGREEMENT; SEVERABILITY; WAIVER. This Lease, together with the Acceptance Certificate, Schedules and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease; provided that such invalidation does not render performance of this Lease impracticable or defeat the purpose of this Lease or the basic rights of any party hereto. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

By signing below Lessee hereby warrants and certifies that the governing body of the Lessee has determined that this agreement is in the best interest of the Lessee, approved the entering into this agreement and designated and authorized the person signing below to execute this agreement and related documents on behalf of the Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR: Commercial Credit Group Inc.

By: _____

Name: _____

Title: _____

LESSEE: City of Cartersville

By: _____

Matt Santini, Mayor

Attested to by: _____

Julia Drake, City Clerk

(AFFIX OFFICIAL SEAL)

Approved as to form by: _____

City Attorney

SCHEDULE A

DESCRIPTION OF EQUIPMENT :

2021 Mack TE64 chassis VIN: 1M2TE2GC2MM006063 with an attached EZ Pack 40 yard front load body SN: 215484

SUPPLIER OR VENDOR : RDK Assets Inc.

AMOUNT PAYABLE TO VENDOR: \$267,650.00

EQUIPMENT LOCATION: 330 South Erwin Street, Cartersville, GA 30120

SCHEDULE B

Meeting: June 3, 2021 Item 13.

PAYMENT SCHEDULE

To the extent this Lease is deemed to create or characterized as creating a loan for disclosure purposes, the interest portion of Lease Payments hereunder was precomputed at a rate equal to 5.718%.

Date	Payment	Interest	Principal	Purchase Option
5/14/2021	6,346.00	1,275.31	5,070.69	262,579.31
6/14/2021	6,346.00	1,292.86	5,053.14	257,526.17
7/14/2021	6,346.00	1,227.08	5,118.92	252,407.25
8/14/2021	6,346.00	1,242.77	5,103.23	247,304.02
9/14/2021	6,346.00	1,217.65	5,128.35	242,175.67
10/14/2021	6,346.00	1,153.93	5,192.07	236,983.60
11/14/2021	6,346.00	1,166.83	5,179.17	231,804.43
12/14/2021	6,346.00	1,104.52	5,241.48	226,562.95
1/14/2022	6,346.00	1,115.53	5,230.47	221,332.48
2/14/2022	6,346.00	1,089.77	5,256.23	216,076.25
3/14/2022	6,346.00	960.94	5,385.06	210,691.19
4/14/2022	6,346.00	1,037.38	5,308.62	205,382.57
5/14/2022	6,346.00	978.62	5,367.38	200,015.19
6/14/2022	0.00			201,000.00

Total Term: April 14, 2021 – June 14, 2022

ACCEPTANCE CERTIFICATE

TO: Commercial Credit Group Inc., LESSOR

In accordance with the terms of the Lease Agreement dated April 14, 2021 (the "Lease"), by and between Commercial Credit Group Inc. (the "Lessor"), and City of Cartersville, (the "Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- 1. The Equipment, as such term is defined in the Lease and referenced on Schedule A thereto, has been delivered and installed at the Equipment Location specified in Schedule A to the Lease and accepted on the date indicated below.
- 2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate, finds the Equipment in good condition and repair, and hereby acknowledges that it accepts the Equipment for all purposes.
- 3. Lessee hereby irrevocably approves the payment of the invoice of the Supplier or Vendor specified in Schedule A to the Lease pertaining to the Equipment.
- 4. Lessee has appropriated and /or taken other lawful acts necessary to provide such funds sufficient to pay all sums required to be paid pursuant to the Lease during the current budget period.
- 5. No Event of Default, as such term is defined in the Lease, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.
- 6. Lessee hereby acknowledges that Lessor **makes no warranties expressed or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality or otherwise of any Equipment, and Lessee specifically waives all rights to make claim against Lessor or its assignee. Lessor or its assignee shall not be liable to Lessee for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment or the use or maintenance thereof, the failure of operation thereof, the repairs, service or adjustment thereto, by any delay or failure to provide any thereof, by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused.** No defect or unfitness of Equipment shall relieve Lessee of any obligation under the Lease.

LESSEE: City of Cartersville, GA

By: _____
Matt Santini, Mayor

Date of Acceptance: _____

Attested to By: _____
Julia Drake, City Clerk

OPINION OF ATTORNEY

DATE: April 14, 2021

TO: Commercial Credit Group Inc., LESSOR

RE: Lease Agreement dated April 14, 2021 ("Lease") by and between Commercial Credit Group Inc. ("Lessor") and City of Cartersville ("Lessee")

Ladies and Gentlemen: I am the City Attorney for Lessee, and I am familiar with the Lease. Based on the examination of this and such other documents, records and papers as I have deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a public body corporate and politic and a political subdivision organized and existing pursuant to the laws of the State of Georgia and is authorized by the Constitution and laws of the State of Georgia to enter into the transactions contemplated by the Lease and to carry out its obligations thereunder. Lessee is a political subdivision of the State of Georgia as that term appears in Section 103 of the Internal Revenue Code of 1986, as amended, and the portion of rent identified as interest in the Lease will not be includable in the gross income of its recipient for federal tax purposes pursuant to applicable law and, as such, will be exempt from federal income taxes.
2. The Lease has been duly authorized, executed and delivered by the Lessee and, assuming the valid execution and delivery of the Lease by the Lessor, the Lease constitutes a valid, legal, and binding agreement enforceable in accordance with its terms. The Lease complies with all applicable municipal and State laws.
3. No further approval, consent or withholding of objections is required from any federal, State, or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transactions contemplated thereby.
4. The entering into and performance of the Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Lessee is a party or by which it or its assets may be bound other than as contemplated in the Lease. Lessee is in compliance with all applicable limitations restricting its ability to incur obligations, and the obligations Lessee is incurring pursuant to the Lease will not exceed any such limitations.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Lease.
6. The proceeds from the execution and delivery of the Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Internal Revenue Code of 1986, as amended.7. The

Equipment is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the State of Georgia.

Lessor and its successors and assigns may rely upon the opinions expressed herein for any purpose, and I understand that Lessor is relying upon the opinions expressed herein as an inducement to enter into the Lease and related transactions.

Very Truly yours,

_____, Esq.

Lessee's Certifications

DATE: April 14, 2021

TO: Commercial Credit Group Inc., LESSOR

RE: LEASE AGREEMENT DATED April 14, 2021 ("Lease")

The undersigned, being the acting and qualified Mayor of the City Council of City of Cartersville, the governing body of the City of Cartersville ("Lessee") under the Lease referenced above, hereby represents and warrants, as an inducement to Lessor to enter the Lease, as follows:

1. The use of the Equipment (as defined in the Lease and hereinbelow) is essential to the Lessee's proper, efficient, and economic operation. Lessee has not made any other funding arrangement with any other party for financing or acquisition of the same or similar Equipment for which it does not have an independent need.
2. Lessee is a governmental unit with general taxing powers. Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Lease is used (directly or indirectly) in a Private Business Use. For purposes hereof, "Private Business Use" shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.
3. No payment obligation under the Lease is (under the terms of such Lease or any underlying arrangement), directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) proceeds arising out of such property or (B) to be derived from payments (whether or not to Lessee) arising out of property or borrowed money used or to be used for a Private Business Use.
4. No portion of the proceeds from the execution and delivery of the Lease is to be used (directly or indirectly) to make or finance loans to persons other than "governmental units," as such term is used in Section 141(c) of the Internal Revenue Code of 1986, as amended and the regulations and rulings promulgated thereunder (collectively, the "Code").
5. Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code.
6. The proceeds from the execution and delivery of the Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Code.
7. The purpose of the Lease is not to exploit the difference between interest rates available to issuers of tax-exempt obligations and those that are taxable to gain a material advantage and/or increase the burden on the market for tax-exempt obligations in any manner, including by

entering an installment purchase contract for a greater amount, executing the same sooner, or permitting it to remain outstanding longer than would otherwise be necessary.

8. There are no other funds or accounts established or held by Lessee which are reasonably expected to be used to pay amounts due pursuant to the Lease or which are pledged as collateral for the Lease and for which there is reasonable assurance that amounts therein will be available to pay such amounts on the Lease if Lessee encounters financial difficulties. Lessee has appropriated sufficient funds in its general operating account to meet its obligations under the Lease for the current fiscal period.
9. No other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Lease.
10. The following amount will be disbursed pursuant to the Lease: \$267,650.00. This amount will be paid directly to vendors to effectuate the purchase and/or assembly of all or part of the equipment under the Lease (the "Equipment") and for no other purpose. No portion of this amount will be deposited in a reserve or replacement fund, and all of such moneys are necessary to finance the Equipment. Lessee expects that 100% of the proceeds from the execution and delivery of the Lease will be disbursed at or near the closing of the transactions contemplated thereby.
11. Lessee has entered into substantial binding obligations in connection with the Equipment totaling 100% of the cost of acquisition and installation of the Equipment.
12. 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds of the Lease are expected to be expended to pay Equipment costs.
13. The date of execution of the Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with the intention of abnormally prolonging the period between the execution of the Lease and the disbursement of the proceeds thereof.
14. The representations, warranties, covenants and agreements contained in the Lease are hereby made by the Lessee as of the date hereof and such provisions are incorporated by reference herein.
15. The Lessee will cause a reporting return on IRS Form 8038-G, 8038-GC, or such other form as is or may become appropriate for such reporting as designated by the IRS from time to time, to be accurately completed and duly filed pursuant to Section 149(e) of the Code not later than the 15th day of the second calendar month after the close of the calendar quarter during which the Lease is executed.

- 16. The payment of interest (and principal) under the Lease is a “qualified tax-exempt obligation” as defined in Section 265(b)(3) of the Code, and Lessee hereby designates said payments as such. Lessee covenants not to issue tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Lease commences in excess of \$10,000,000.00.
- 17. The Equipment will be used by a department or division of City of Cartersville, for the following purposes: city waste services. The Equipment has not been the subject of a referendum which failed to receive approval of the voters of the City of Cartersville within the past four calendar years.
- 18. The City Council of City of Cartersville has allocated and approved appropriation of all sums which are or may become due and payable pursuant to the Lease and all sums necessary to provide for proper maintenance and insurance of the Equipment, in an amount greater than the sum of Lease Payments for the fiscal period beginning October 1, 2020 and ending September 30, 2021, said sum of Lease Payments being \$31,730.00, for the sole purpose of paying all sums which are or may become due and payable pursuant to the Lease, and said City Council has authority to transfer all such sums to Lessor pursuant to the terms of the Lease. The undersigned and the budget officer or other business official for the City Council of City of Cartersville will take such action as is necessary under the laws applicable to Lessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligation to make all payments due and provide for proper maintenance and insurance of the Equipment during the Total Term of the Lease, pursuant to the provisions of the Lease.

LESSEE:

CITY OF CARTERSVILLE

BY: _____
Matt Santini, Mayor

Attested to by: _____
Julia Drake, City Clerk

RESOLUTOIN NO.

RESOLUTION AND DECLARATION OF OFFICIAL INTENT

Lessee: City of Cartersville

Principal Amount Expected To Be Financed: \$267,650.00

WHEREAS, the above Lessee is a political subdivision of Georgia (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines the execution of one or more lease-purchase agreements ("Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Equipment") and to be described more specifically in the Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Equipment:

2021 Mack TE64 chassis VIN: 1M2TE2GC2MM006063 with an attached
EZ Pack 40 yard front load body SN: 215484

WHEREAS, Commercial Credit Group Inc. ("Lessor") is expected to act as the Lessor under the Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Equipment prior to disbursement of proceeds of the Leases ("Lease Purchase Proceeds") for such expenditures, and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital, and the Lessee hereby declares its official intent to be reimbursed for any capital expenditures for Equipment from the proceeds of the Lease.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

Section 1. The Lessee hereby determines that it has critically evaluated the financing alternatives available to it and that entering into the Leases and financing the acquisition of the Equipment thereby is in the best interests of the Lessee. Such evaluation shall be available as a public record. The specific reason for such determination is that entering into such Leases results in a lower overall cost to the Lessee. Execution of the Leases will not cause the Lessee to be in violation of the limits contained in applicable law and/or regulation(s).

Section 2. The Lessee is hereby authorized to acquire and lease the Equipment and is hereby authorized to finance the same by entering into the Leases. Any action taken by the Lessee in connection therewith is hereby ratified and confirmed.

Section 3. Tommy Sanders, Director of Public Works, and Matt Santini, Mayor (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized

Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 4. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 5. The aggregate original principal amount of the Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Leases, and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 6. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease, and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 7. It is hereby determined that the purpose of acquiring and leasing the Equipment is an object or purpose authorized for the Governing Body by the Georgia Code, and that the period of probable usefulness of said purpose exceeds two years.

Section 8. It is hereby determined the Total Term of the Lease (as defined therein) authorized by this resolution will not be in excess of two years.

Section 9. The Governing Body has determined that leasing the Equipment will not have a significant effect on the environment and, therefore, no other determination or procedures under the applicable law is required.

Section 10. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Equipment prior to the disbursement of proceeds of the Lease for the Equipment. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease proceeds to reimburse itself for Equipment expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Equipment.

Section 11. LESSEE CERTIFIES THAT IT HAS DESIGNATED THE LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE (as defined in the Lease); THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Section 12. The Authorized Representative is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the Leases authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined in the Lease).

Section 13. This resolution is not subject to any mandatory or permissive referendum pursuant to applicable law.

Section 14. This Resolution shall take effect immediately upon its adoption and approval

BE AND IT IS HEREBY RESOLVED, this ____ day of _____, 2021.

Matthew J. Santini, Mayor

Attest:

Julia Drake, City Clerk

The undersigned **Clerk** of the above-named Lessee hereby certifies and attests that (i) the undersigned has access to the official records of the Governing Body of the Lessee, (ii) the foregoing resolutions were duly adopted by the favorable vote of not less than four the members of said Governing Body of the Lessee at a regular scheduled meeting of said Governing Body duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the number of members of the Governing Body that voted to adopt these resolutions constitutes the required proportion of the Governing Body to approve these resolutions in all respects, (iii) such resolutions have not been amended or altered and are in full force and effect on the date stated below, and (iv) such meeting of the Governing Body relating to the authorization and delivery of the Lease has been (a) held within the geographic boundaries of the Lessee, (b) open to the public and allowing all people to attend, (c) conducted in accordance with internal procedures of the Governing Body, and (d) conducted in accordance with the charter of the Lessee, if any, and laws of the State.

Signature of Clerk of Lessee

Julia Drake, City Clerk

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Backhoe Repair
DEPARTMENT SUMMARY RECOMMENDATION:	<p>During the previously approved repair to replace the torque converter, it was discovered that the fuel system, including injectors, had sand throughout. Franklin Tractor has submitted an estimate of \$10,801.99 for repair. They came in almost \$4,000 under on the last estimate.</p> <p>This is a budgeted item and we recommend approval.</p>
LEGAL:	N/A

FRANKLIN TRACTOR INC.
 2221 HWY 411 NE
 CARTERSVILLE, GA. 30121
 PHONE: 770-382-6855 FAX: 770-382-6861
 PAGE 1

SOLD TO: CITY OF CARTERSVILLE
 ACCTS. PAY. DEPT.
 P.O. BOX 1390
 CARTERSVILLE GA 30120

INVOICE NO.: QU3602
 P.O. NO.:
 START DATE: 5/20/21
 ENDING DATE:

WORK: 770-387-5640
 PRELIMINARY QUOTATION-DATE 5/21/21 @ 11:22AM

ACCT NO.: 04C50
 SALESMAN: RH

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION	PRICE	AMOUNT
	PLEASE SEE ATTACHED ESTIMATE FOR FIXING THE CONTAMINATED FUEL SYSTEM ON B95B LABOR IS FOR REMOVING AND INSTALLING NEW INJECTORS , FUEL RAIL AND INJECTION PUMP ALSO FOR REMOVING THE TANK AND CLEANING AND ALL FUEL LINES REMOVED AND CLEANED OUT AND REPLACING FUEL CAP WITH NEW LOCKING CAP IF YOU HAVE ANY QUESTIONS FEEL FREE TO CALL JASON @ FRANKLIN AT 770-382-6855		
24.50	STANDARD LABOR 5/21/21 TECH:CP	100.00	2450.00
	Shop Supplies		36.95
1.00	FO 5801382396 PUMP FU	2151.80	2151.80
4.00	FO 4899689 WASHER	6.24	24.96
4.00	FO 4890926 O-RING	21.59	86.36
1.00	FO 2855503 MANIFOLD	2046.24	2046.24
4.00	FO 2855491 INJECTOR	981.10	3924.40
1.00	FO 85825392 CAP FUE H 700	81.28	81.28

RECEIPTS MUST ACCOMPANY ALL RETURNS
 20% RESTOCKING CHARGE AFTER 30 DAYS
 *** NO RETURNS ON ELECTRICAL OR ***
 ***** SPECIAL ORDER PARTS *****
 *****THANK YOU FOR YOUR BUSINESS*****

SUBTOTAL 10801.99

TAX

TOTAL AMOUNT--> 10801.99

SIGNATURE _____

* - Designates Tax Applied To This Item

INVOICE NO.: QU3602





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	4" Gas Main Extension Commerce Centre at 75 SP-21-001
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This is for the natural gas main extension at Commerce Centre at 75. Three bids were requested, however only one was received in the amount of \$23,775.00 from Consolidated Pipe & Supply, Inc. of Lawrenceville, Georgia. Attached is a copy of that bid. The labor and materials associated with this project are reimbursable by an Extension Agreement between the City and each of the Developers of these projects. Consolidated Pipe has satisfactorily supplied material to the City numerous times in the past. I recommend the City award this bid to Consolidated. This is not a budgeted item as it is reimbursable.</p>
LEGAL:	N/A

Memorandum

To: Michael Dickson, Assistant Director

From: Brian Friery, Gas System Engineer

Date: May 17, 2021

RE: Natural Gas Main Extension
Commerce Centre at 75
Cartersville Project No. SP-21-001

Natural Gas Main Extension
Commerce 75
Cartersville Project No. SP-21-002

As you know, the above referenced projects will be bid as and constructed by a single contract. As you further know, bid proposals were requested to provide the 4" steel line pipe for the these projects. Of the three requests for bid proposals, only one bid proposal was received in the total amount of \$23,775.00 from Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia. Attached is a copy of the bid proposal received.

As you further know and previously approved by Council, the labor and materials associated with these projects are reimbursable by an Extension Agreement between the City and each of the Developers of these projects. Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia has satisfactorily provided materials for the Gas System numerous times in the past and is fully capable of satisfactorily providing this material. I, therefore, recommend the City award this bid proposal to Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia in the total amount of \$23,775.00.

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 ATTCHED 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 X52, Steel Line Pipe Cartersville # 315009	480	LF.	\$ 15.00 Numerals Fifteen Dollars Fr Words (Unit Price Only)	\$ 7200.00 Numerals	2-3 weeks Calendar Days
TOTAL BID \$					7200.00 Numerals		

BID PROPOSAL SUBMITTED BY:

AS

Name of Supplier

Paul Root

Name of Preparer

5-12-21

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.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	First Quarter 2021 Motorola Radio Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the first quarter 2021 invoice for the Motorola radio system that is used by Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$36,765.49.
LEGAL:	N/A

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

Invoice Date: March 31, 2021

Due Date: May 21, 2021

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

Please mail payment
Attn: Alecia Hendrix

To bill for Motorola Radios for 1st Quarter 2021

Agency	# of Radios	Cost per Radio	Total
Police	135	\$121.34	\$16,380.67
Fire	87	\$121.34	\$10,556.43
Gas	30	\$121.34	\$3,640.15
Public Works, Rec, etc	10	\$121.34	\$1,213.38
Electric	40	\$121.34	\$4,853.53
Fibercom	1	\$121.34	\$121.34

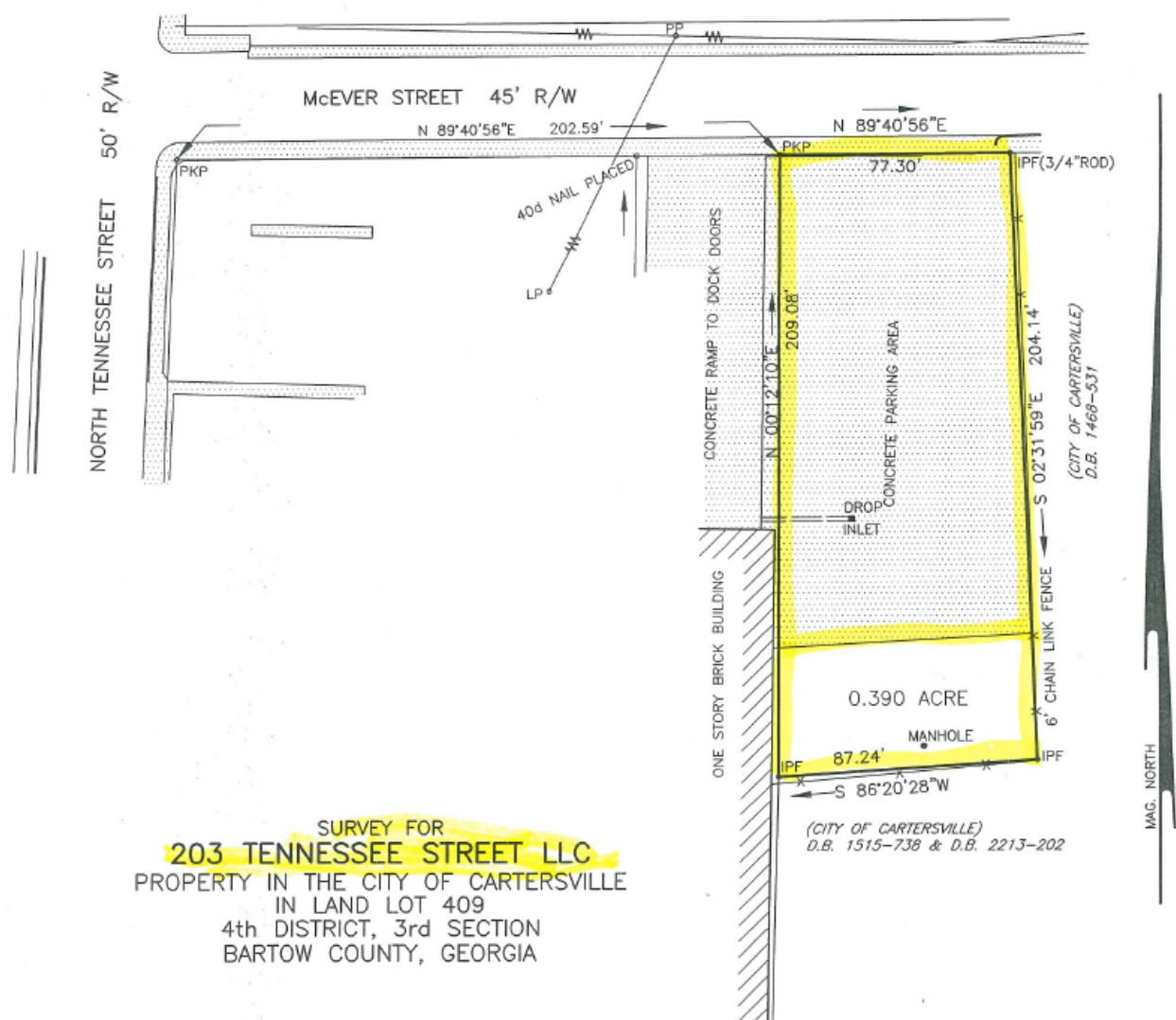
Total Due: \$36,765.49



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Cartersville City School System Lot Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Cartersville School Board is purchasing the concrete parking area and the adjacent property which makes up a 0.390 acre tract (as shown on Exhibit A). This tract is part of Parcel #C004-0005-005 and will be purchased with funding from the Cartersville School Board. This purchase is recommended for approval by the City Council.
LEGAL:	These documents have been reviewed by Archer & Lovell.

EXHIBIT "A"



SURVEY FOR
203 TENNESSEE STREET LLC
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOT 409
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

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

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

REGISTERED LAND SURVEYOR No. 1803

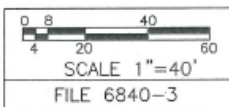
R/W — RIGHT OF WAY	R — RADIUS	LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- — FENCE	
IPF — IRON PIN FOUND	— — LAND LOT LINE	
CM — CONCRETE MARKER	— — CENTER LINE	
PKP — PK NAIL PLACED	—W— — POWER LINE	
CH. — CHORD	PP — POWER POLE	
L OR A — LENGTH OF CURVE		

5082SP.CRD 6840-3.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 H
 DATED OCT. 5, 2018 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
 136,000 FEET.

JANUARY 18, 2021



**AGREEMENT FOR THE SALE
AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT, entered into this ^{28th} DAY OF APRIL, 2021, by and between **CARTERSVILLE CITY SCHOOL SYSTEM (CARTERSVILLE CITY SCHOOL BOARD)** (hereinafter referred to as "Purchaser") and **203 TENNESEE STREET, LLC** (hereinafter referred to as "Seller");

RECITALS:

A. Seller is the owner of a tract or parcel of real property consisting of **a concrete parking area and adjacent 0.390 acre tract, being part of Tax Map #C004-0005-005** (hereinafter referred to collectively as the "Property") more specifically set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property under the terms and conditions as set forth herein:

FOR AND CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants contained herein, and for the other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. PURCHASE PRICE

The purchase price for the Property shall be: **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** (referred to as the "Purchase Price") paid at closing via cash, wire transfer, or certified funds.

2. CLOSING

2.1 The closing of title hereunder ("Closing") shall occur on or before **THIRTY (30) DAYS** from the date of full execution of this contract OR **TEN (10) DAYS** subsequent to the date of final appraisal, whichever event occurs first, at the offices of White & Choate, LLC located at 100 West Cherokee Avenue, Cartersville, GA 30120.

3. EARNEST MONEY

Purchaser shall pay as earnest money a deposit of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** within five (5) days of Purchaser's execution and delivery of this Agreement to the offices of White & Choate, LLC (referred to as "Settlement Agent"). Earnest Money shall be held in Settlement Agent's escrow account until closing, and said sum shall be applied to the Purchase Price. In the event the transaction contemplated herein is not closed, the Earnest Money shall be disbursed in accordance with the terms of this Agreement. All such sums deposited with Settlement Agent as earnest money are hereinafter referred to as "Earnest Money".

4. CLOSING COSTS

Purchaser shall pay all closing costs incident to the transaction contemplated herein which shall include, but not be limited to, title examination, attorney's fees, recording fees and intangible tax, including the State of Georgia transfer tax on the warranty deed.

5. CONVEYANCE OF TITLE

5.1 At the Closing, Seller shall convey to Purchaser "good and marketable fee simple title" to the Property by Limited Warranty Deed. "Good and marketable fee simple title" shall be such title as is acceptable to a reasonable purchaser using Georgia Bar Association "Title Standards", as currently published, as the criteria to marketability of the title required hereby, and is insurable by a title insurance company acceptable to Purchaser at standard rates and without exception other than the Permitted Exceptions as defined herein.

5.2 Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances with the following exceptions (which exceptions are hereinafter referred to as the "Permitted Exceptions"):

- (1) current city, state, and county ad valorem property and sanitary sewer taxes not yet due and payable;
- (2) general utility, sewerage and drainage easements serving the Property which do not materially interfere with Purchaser's intended use of the Property.

5.3 At Closing, Seller shall execute and deliver to Purchaser an affidavit certifying that Seller is a non-foreign entity or is otherwise exempt from the requirements of O.C.G.A. Section 48-7-128.

5.4 At Closing, Seller shall execute and deliver such other documents as Purchaser may reasonably require to effect or complete the transaction contemplated by this Agreement and to obtain an owner's policy of title insurance.

6. TITLE EXAMINATION

Purchaser shall have up until the date of closing in which to examine title to the Property and in which to furnish Seller with a written statement of any title objections affecting the marketability of said title other than the Permitted Exceptions. Seller shall have until Closing to satisfy all valid titled objections, and if Seller fails to satisfy such valid objections, then, at the option of Purchaser, evidenced by written notice to Seller, Purchaser (i) may choose to terminate this Agreement and receive the return of all Earnest Money, or (ii) may elect to close and shall receive the deed required herein from Seller irrespective of such title objections without reduction of the Purchase Price, except that liens, judgments of record, existing mortgages, and outstanding taxes may be paid by Purchaser at Closing out of the Purchase Price.

7. PRORATIONS

At the Closing, all ad valorem property taxes, water and sewer charges and assessments of any kind on the Property for the year of the Closing shall be prorated between Purchaser and Seller as of midnight of the day prior to the Closing. Such proration shall be based upon the latest ad valorem property tax, water, sewer charge and assessment bills available; and if such bills cover other property than the Property, then such prorations shall also be based on the fraction obtained when the number of acres of the Property is divided by the number of acres of property so covered by such bills. If, upon receipt of the actual ad valorem property tax, water, sewer, and assessment bills for the Property, such proration is incorrect, then either Purchaser or Seller shall be entitled, upon demand, to receive such amounts from the other as may be necessary to correct such malapportionment. This obligation to correct such malapportionment shall survive the Closing and not be merged into any documents delivered pursuant to the Closing.

8. INSPECTION OF PROPERTY - INTENTIONALLY DELETED.

9. NOTICES

9.1 All notices, demands, deliveries of surveys, and any and all other communications that may be or are required to be given to or made by either party to the other in connection with the Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by facsimile, nationally recognized air express carrier, or sent by registered or certified mail, return receipt requested, to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith:

TO SELLER: 203 TENNESSEE STREET, LLC
c/o Calvin Evans
P.O. Box 1505
Cartersville, GA 30120
Email: calvin@augsburginvestments.com

TO PURCHASER: CARTERSVILLE CITY SCHOOL SYSTEM
c/o Dr. Marc Feuerbach
P.O. Box 3310
Cartersville, GA 30120
Email: mfeuerbach@cartersvilleschools.org

9.2 For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or three (3) days after the date of postmark, if by mail, or if by facsimile the date received, shall be deemed the date of any notice, demand, or delivery.

10. CONDEMNATION/CASUALTY

If prior to the Closing of the sale contemplated herein any portion of the Property is (i) damaged by fire, or other casualty, or (ii) subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, Purchaser may elect to terminate this Agreement by giving the Seller notice to such effect within ten (10) days after receipt of notice of such occurrence [with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period], and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and Seller shall forthwith return to Purchaser all amounts paid by Purchaser as Earnest Money, whereupon this Agreement shall be terminated. If Purchaser elects not to terminate, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any property taken by eminent domain or condemnation or under threat of being so taken, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer, and set over unto Purchaser all of Seller's right, title, and interest in and to any insurance proceeds or any awards paid or payable for such taking.

11. DEFAULTS

- 11.1 Purchaser's Default. In the event of any default by Purchaser after expiration or cure period set forth in section 11.3 below ("Purchaser's Default"), including, but not limited to, the failure of Purchaser to close this transaction, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller, and therefor the parties agree that in the event there is a Purchaser's Default, the Deposit shall be paid to and accepted by Seller as full and liquidated damages and as Seller's sole and exclusive remedy at law or in equity and each of the parties shall thereafter be release of any further liability or responsibility hereunder, except for the obligations which expressly survive termination of this Agreement.
- 11.2 Seller's Default. In the event of any default by Seller after expiration of the cure period set forth in Section 11.3 below (Seller's Default), Purchaser shall be entitled: (a) to terminate this Agreement and receive a prompt refund of the Deposit and/or (b) exercise all remedies available at law or in equity, including damages and the right to see specific performance of this Agreement. All of Purchaser's rights and remedies hereunder shall be cumulative, and Purchaser's exercise of any right or remedy shall not preclude Purchaser's exercise of any other right or remedy. However and notwithstanding anything to the contrary contained herein, Purchaser's right to seek specific performance of this Agreement shall be initiated within ninety (90) days of the default. If not initiated within ninety (90) days of the default, Purchaser forfeits said right.
- 11.3 Notice and Cure Period. Purchaser shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Purchaser's Default, until the non-defaulting party has given written notice to the defaulting party, and the defaulting party has failed to cure the default for a period of ten (10) days after receipt of such notice.

12. NO BROKER

Seller and Purchaser each warrant to the other that no real estate broker or agent is entitled to a commission as a result of the transaction contemplated herein. Each party hereby indemnifies and agrees to hold harmless the other from any claim by any real estate agent or broker for any commission as a result of this transaction, which claim is caused or produced by such party.

13. SELLER'S AGREEMENTS

13.1 From and after the date of this Agreement to the date and time of Closing, Seller shall not, without the prior written consent of Purchaser, convey any portion of the Property or any rights therein, nor enter into any conveyance, lease, security document, easement or other agreement or amendment to agreement granting to any person or entity any rights with respect to the Property or any part thereof, or any interest whatsoever therein, or any option thereto, and any such conveyance or other agreement entered into in violation of this shall be null and void and of no force or effect.

13.2 Seller warrants, represents and agrees that:

- (a) To Seller knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation, or proceeding pending against Seller, the property, or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse affect on title to the property or any portion thereof or which could in any material way interfere with the consummation by Seller of the transaction contemplated by this Agreement.
- (b) Seller is the owner of the Property as of the date of this Agreement and has the full right and authority to enter into this Agreement and to consummate the Sale of the Property as set forth herein:
- (c) Seller has not received any notice and has no knowledge that the Property is or will be affected by any special assessments, condemnations, eminent domain, change in grade or public areas or similar proceedings and there are not outstanding conditions, restrictions or agreements concerning the Property other than as specified in this Agreement;
- d) To Seller's best knowledge and belief, the Property is not now used, and has never been used, as garbage or refuse dump site, a landfill, a waste disposal facility, a transfer station, or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials, including without limitation, solid, industrial, toxic, hazardous, radioactive, nuclear, or putrescible waste, or sewage; and there are no underground storage tanks of any kind or nature located on the Property as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (42 U.S.C. Section 9601, et seq.);

- (e) There shall be no violations of building or zoning codes at the time of Closing.
- (f) The Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, radon, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority, or government unit. Seller covenants and agrees that in the event Seller receives any written or verbal notice regarding the matters described in this paragraph, Seller will promptly give notice to Purchaser of the pertinent facts regarding same.
- (g) Seller has not entered into no unperformed agreement, oral or written, not referred to herein, with reference to the Property, and neither the Seller nor the Property is subject to any judgement or decree of a court of competent jurisdiction, or to any lawsuit or administrative proceeding which would in any way adversely effect the Property or which would in any way be binding upon Purchaser or its successors or assigns, or which would limit or restrict in any way Seller's rights or ability to enter into this Agreement and consummate the transactions contemplated hereby.

13.3 Seller shall affirm these warranties, representations, and agreements, at (and as of the date of) Closing, and they shall survive the Closing hereof.

14. PURCHASER'S AGREEMENTS

Purchaser is buying the Property "as is". Purchaser acknowledges and agrees that (1) it has examined the Property and is familiar with the condition thereof; (2) neither Seller nor any other party acting on behalf of Seller has made any verbal or written representations, warranties, guarantees or promises whatsoever with respect to the Property including without limitation, (i) the expenses or operating costs of the Property; (ii) the income producing potential of the Property; (iii) the physical condition of the Property, including without limitation, patent or latent defects; (iv) fitness for any specific use of the Property; (v) compliance of the Property with any particular governmental statute, law, code, ordinance, regulation or rule, including without limitation, zoning, building and health codes, regulations and ordinances; and (vi) the presence in, at, under or about the Property of any so-called "hazardous substances" or "hazardous wastes".

15. SURVIVAL/MERGER

Except for the provisions of this Agreement which are explicitly stated to survive the Closing, (a) none of the terms of this Agreement shall survive the Closing, and (b) the delivery of the Purchase Price, the Deed and the other Closing Documents and the acceptance thereof shall affect a merger, and be deemed the full performance and discharge of ever obligation on the part of the Purchaser and Seller to be performed hereunder.

16. POSSESSION

Seller shall deliver actual possession of the Property to Purchaser at Closing.

17. MISCELLANEOUS

- 17.1 This Agreement shall be construed and interpreted under the Laws of the State of Georgia.
- 17.2 To the extent any rights, powers or privileges are expressly stipulated herein, such rights, powers and privileges, shall be restrictive of those given by law.
- 17.3 No failure of Purchaser or Seller to exercise any power given either party hereunder or to insist upon strict compliance by either party or its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms thereof. Any condition or right of termination or rescission granted by this Agreement to either Purchaser or Seller may be waived in writing by the party for whose benefit such condition or right was granted.
- 17.4 Time is of the essence in complying with the terms, conditions, and agreements of this Agreement.
- 17.5 This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties and not expressly stated herein, shall be of any force or effect.
- 17.6 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.
- 17.7 There shall be no assignment by the Purchaser without the consent of the Seller, which will not be unreasonably withheld by Seller.

18. SPECIAL STIPULATIONS

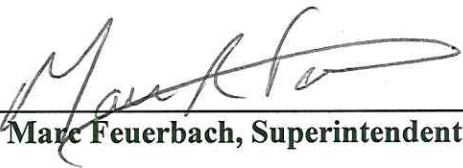
18.1 Execution Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one Agreement. Each counterpart shall be effective if it bears the signatures of all parties hereto; or so many counterparts shall contain all of the signatures of the parties hereto shall constitute one Agreement, and shall be effective as such.

18.2 Appraisal. During the Inspection Period, Purchaser, at his sole expense, may obtain a current appraisal of Property and shall provide Seller a copy upon receipt. Parties agree that, in the event the appraised value is less than ninety (90) percent of purchase price, parties may agree to renegotiate, or Purchaser may exercise his right to terminate the Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this instrument to be executed under seal as of the day and year first above written.

Accepted this 28th day of April, 2021.

**AS TO PURCHASER:
CARTERSVILLE CITY SCHOOL SYSTEM**



By: Dr. Marc Feuerbach, Superintendent

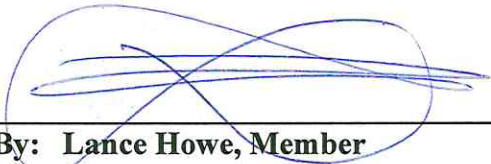
**AS TO SELLER:
203 TENNESSEE STREET, LLC**



**By: Augsburg Investments, LLC, Member
By: Calvin H. Evans, Manager**



By: Dennis Graham, Member



By: Lance Howe, Member

APPRAISAL OF REAL PROPERTY

LOCATED AT

Mcever St
Cartersville, GA 30120
Land Lot 409, 4th District, 3rd Section being tract #3

FOR

Cartersville City School System
15 Nelson St
Cartersville, GA 30120

OPINION OF VALUE

265,000

AS OF

05/20/2021

BY

Glenn Adrian Harris
HARRIS APPRAISAL SERVICE
PO Box 4032
Cartersville, GA 30120
770-548-8122
harrisappraisals@bellsouth.net

HARRIS APPRAISAL SERVICE
PO Box 4032
Cartersville, GA 30120
770-548-8122

05/24/2021

Cartersville City School System
15 Nelson St
Cartersville, GA 30120

Re: Property: Mcever St
Cartersville, GA 30120
Borrower: Cartersville City School System
File No.: 21500023

Opinion of Value: \$ 265,000
Effective Date: 05/20/2021

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Glenn Adrian Harris
Owner/Appraiser
License or Certification #: CR06918
State: GA Expires: 10/31/2021
harrisappraisals@bellsouth.net

Harris Appraisal Service
LAND APPRAISAL REPORT

File No.

Meeting: June 3, 2021 Item 17.

Borrower Cartersville City School System Census Tract 9607.00 Map Reference 1
 Property Address Mcever St
 City Cartersville County Bartow State GA Zip Code 30120
 Legal Description Land Lot 409, 4th District, 3rd Section being tract #3
 Sale Price \$ 250,000 Date of Sale 0 yrs. Loan Term 0 yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 14,122 (yr) Loan charges to be paid by seller \$ 0 Other sales concessions 0
 Lender/Client Cartersville City School System Address 15 Nelson St, Cartersville, GA 30120
 Occupant Vacant Land Appraiser Glenn Adrian Harris Instructions to Appraiser Estimate Fair Market Value

NEIGHBORHOOD

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present 60 % One-Unit 20 % Apts. 10 % Condo
 Land Use 10 % Industrial % Vacant
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 Predominant Occupancy Owner Tenant 5 % Vacant
 One-Unit Price Range \$ 90 to \$ 350 Predominant Value \$ 200
 One-Unit Age Range 0 yrs. to 40 yrs. Predominant Age 15 yrs.
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject is located inside the City of Cartersville in a mixed use developed area of Bartow Co. Schools, parks and shopping are all close by. *** See Additional Comments ***

SITE

Dimensions See attached plat = 16,988 sf Corner Lot
 Zoning Classification General Commercial Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Present Use Other (specify)
 Elec.
 Gas
 Water
 San. Sewer
 Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface Asphalt
 Maintenance Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Flat
 Size 16988 sf
 Shape Irregular
 View N;Res;Res
 Drainage Natural ditch with no flooding
 Is the property located in a FEMA Special Flood Hazard Area? Yes No
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) A recent survey was provided to the appraiser. Lot size was taken from that plat. Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
Address	<u>Mcever St Cartersville, GA 30120</u>	<u>1119 N Tennessee St Cartersville, GA 30120</u>	<u>18 Liberty Dr Cartersville, GA 30120</u>	<u>405 E Main St Cartersville, GA 30120</u>	
Proximity to Subject		<u>1.46 miles N</u>	<u>0.54 miles SE</u>	<u>0.41 miles SE</u>	
Sales Price	\$ <u>250,000</u>	\$ <u>610,000</u>	\$ <u>2,600,000</u>	\$ <u>300,000</u>	
Price \$/Sq. Ft.	\$	\$ <u>105,354 ac</u>	\$ <u>938,628 ac</u>	\$ <u>210,000 ac</u>	
Data Source(s)	<u>Inspection/Co Recd</u>	<u>Fmls#6820816</u>	<u>DB 3203 PG 234</u>	<u>DB 3249 PG 259</u>	
ITEM	DESCRIPTION	DESCRIPTION	+/- \$ Adjust.	DESCRIPTION	+/- \$ Adjust.
Date of Sale/Time Adj.	<u>0</u>	<u>05/14/2021</u>		<u>06/15/2020</u>	<u>10/30/2020</u>
Location	<u>City of Cartersville</u>	<u>City of Cartersville</u>		<u>City of Cartersville</u>	<u>City of Cartersville</u>
Site/View	<u>N;Mixed Use</u>	<u>N;Mixed Use</u>		<u>N;Mixed Use</u>	<u>N;Mixed Use</u>
Site Size	<u>16,988 sf</u>	<u>5.79 ac</u>	<u>0.277 ac</u>	<u>0.30,492 sf</u>	
Zoning	<u>Gen Comm</u>	<u>Gen Comm</u>	<u>Gen Comm</u>	<u>Gen Comm</u>	
Sales or Financing Concessions	<u>0</u>	<u>ArmLth Conv;0</u>	<u>ArmLth Conv;0</u>	<u>ArmLth Conv;0</u>	
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$ <u>0</u>	<input type="checkbox"/> + <input type="checkbox"/> - \$ <u>0</u>	<input type="checkbox"/> + <input type="checkbox"/> - \$ <u>0</u>	
Indicated Value of Subject		\$ <u>105,354</u>	\$ <u>938,628</u>	\$ <u>210,000</u>	

Comments on Market Data All sales are closed, confirmed arms length transactions which are the closest in proximity to the subject property. All comparables share similarities with the subject in size, location, use and available utilities. Each should help in providing an estimate of value for the subject property.

Comments and Conditions of Appraisal This appraisal was prepared with the subject in "AS IS" condition. No personal property was included in the estimated value.

Final Reconciliation This appraisal is intended for the sole use of the Client for the purpose of estimating the fair market value of the subject property. The current normal marketing time is 3-6 months. The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 05/20/2021 TO BE \$ 265,000

Appraiser Glenn Adrian Harris Supervisory Appraiser (if applicable)
 Date of Signature and Report 05/24/2021 Date of Signature
 Title Owner/Appraiser Title
 State Certification # CR06918 ST GA State Certification # ST
 Or State License # ST
 Expiration Date of State Certification or License 10/31/2021 Expiration Date of State Certification or License
 Date of Inspection (if applicable) Did Did Not Inspect Property Date of Inspection

Supplemental Addendum

File No. 21500023

Meeting: June 3, 2021 Item 17.

Borrower	Cartersville City School System						
Property Address	Mcever St						
City	Cartersville	County	Bartow	State	GA	Zip Code	30120
Lender/Client	Cartersville City School System						

NEIGHBORHOOD DESCRIPTION

Employment centers are easily accessible and commute times during peak traffic periods are considered reasonable. No unfavorable conditions were observed which would adversely affect value or marketability.

MARKET CONDITIONS

Homes in this general area do require sellers to offer sales or financing concessions to the market. The supply and demand for properties in this market area is near equilibrium but it is considered a buyers market with typical marketing times for most homes at three to six months with conventional, FHA, VA or owner financing.

RECONCILIATION

The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

CONDITIONS OF APPRAISAL

No personal property was included in value.

Borrower	Cartersville City School System					<i>Meeting: June 3, 2021 Item 17.</i>	
Property Address	Mcever St						
City	Cartersville	County	Bartow	State	GA		Zip Code
Lender/Client	Cartersville City School System						

This appraisal is defined by USPAP and considers all applicable approaches to value. It should be noted this report is not a home inspection. The appraiser only performed a visual inspection of accessible area and this appraisal cannot be relied upon to disclose conditions and/or defects in the subject property. As noted in this report the client is the intended user for this report. Furthermore just because the borrower or a third party may receive a copy of this appraisal from the intended user does not mean these parties are also considered the intended user as defined in the URAR form.

I Glenn Harris certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower or any other party to the transaction.

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classifications and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. [Real Estate Appraiser Classification and Regulation Act paragraph 539-3.02(1)(m) as amended August 1, 2006]

I have no current or prospective interest in the subject property or the parties involved and have not performed any services on the subject property within the last three years.

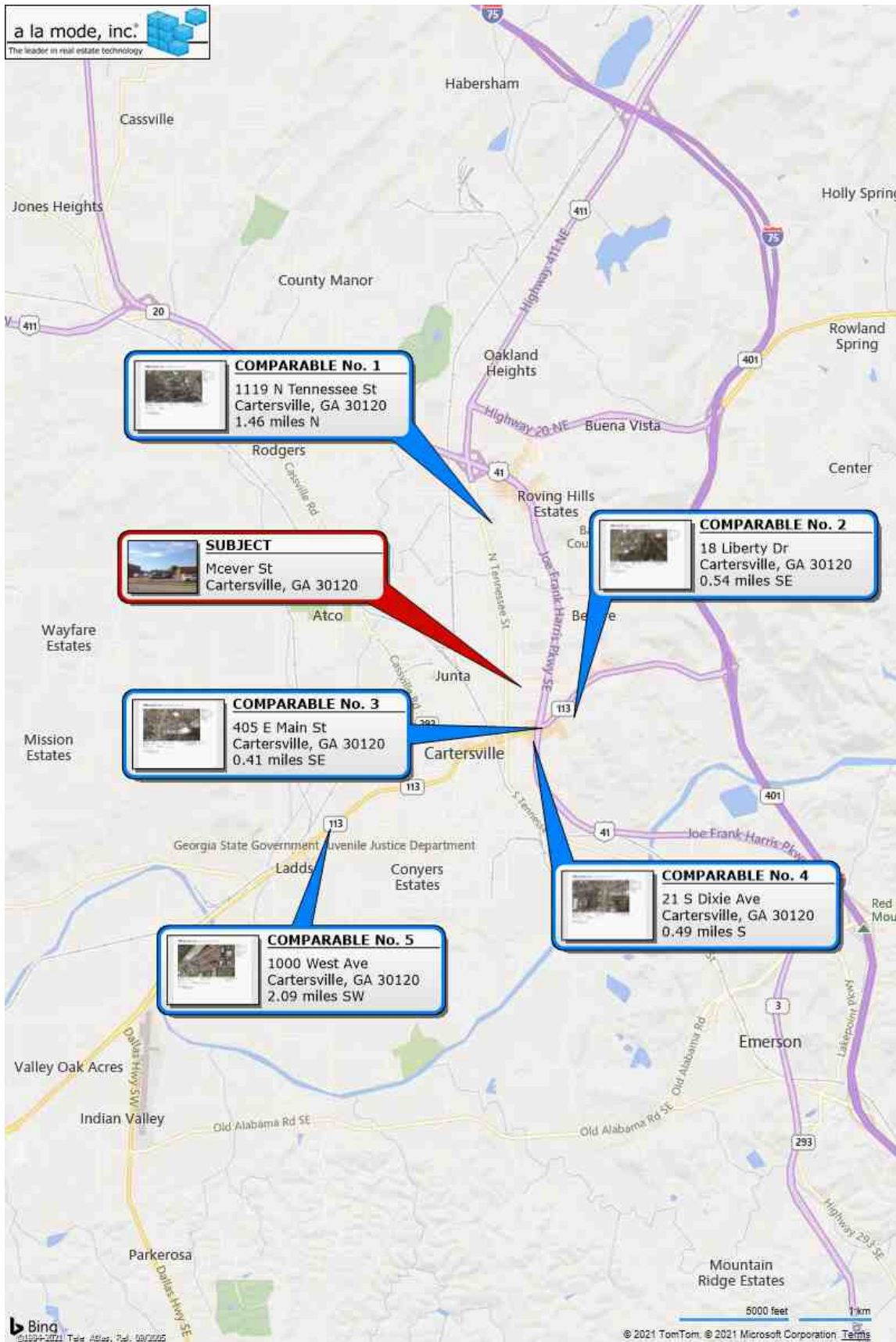
Paragraph 539-3-.02(1)(c) 1.d, Georgia Real Estate Appraisers Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board as amended August 1, 2006. Georgia Law requires a comment on the effect of value of foreclosures in the subject market area. According to Fmls foreclosure sales are present in Polk County within the past year. Any affect these foreclosures have on the overall value of the neighborhood are reflected in the comparable sales.

This appraisal was order by Cartersville City School System a fee of \$500.00

EXPOSURE TIME: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market. The appraisers have determined the subject property would have to be exposed for 3 to 6 months on the open market in order to have a market value of \$265,000 on the effective date of this appraisal.

Location Map

Borrower	Cartersville City School System			Meeting: June 3, 2021 Item 17.			
Property Address	Mcever St						
City	Cartersville	County	Bartow	State	GA	Zip Code	30120
Lender/Client	Cartersville City School System						



Subject Photo Page

Borrower	Cartersville City School System				Meeting: June 3, 2021 Item 17.		
Property Address	Mcever St						
City	Cartersville	County	Bartow	State	GA	Zip Code	30120
Lender/Client	Cartersville City School System						



Subject Front

Mcever St
Sales Price 250,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location City of Cartersville
View N;Mixed Use
Site 21038 sf
Quality
Age

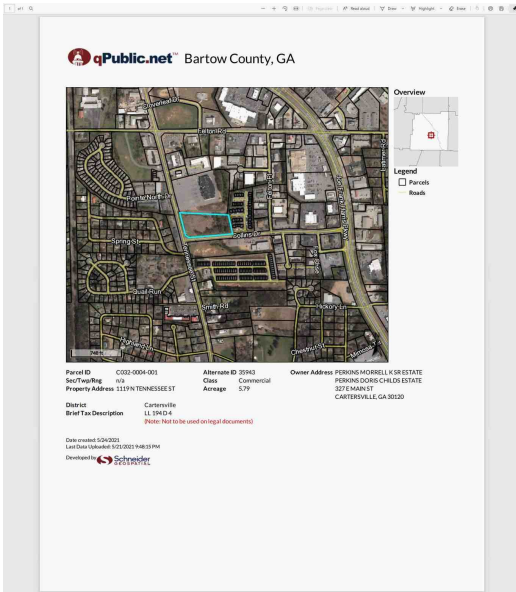
Subject Rear



Subject Street

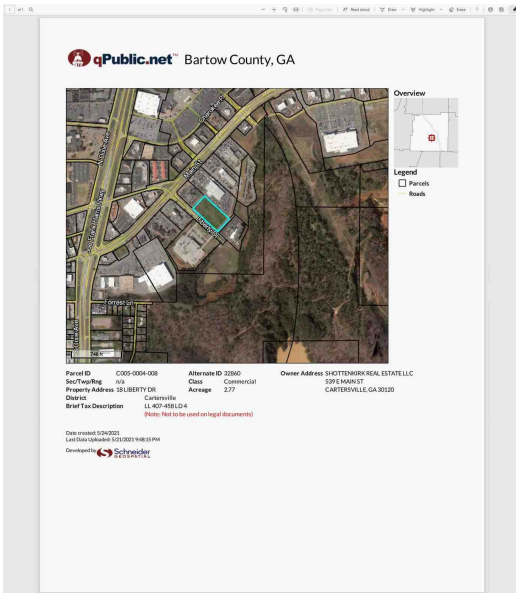
Comparable Photo Page

Borrower	Cartersville City School System			<i>Meeting: June 3, 2021 Item 17.</i>			
Property Address	Mcever St						
City	Cartersville	County	Bartow	State	GA	Zip Code	30120
Lender/Client	Cartersville City School System						



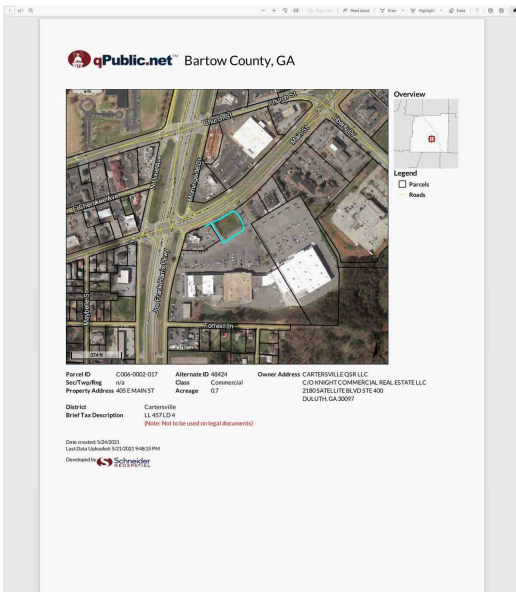
Comparable 1

1119 N Tennessee St
 Prox. to Subject 1.46 miles N
 Sale Price 610,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location City of Cartersville
 View N;Mixed Use
 Site
 Quality
 Age



Comparable 2

18 Liberty Dr
 Prox. to Subject 0.54 miles SE
 Sale Price 2,600,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location City of Cartersville
 View N;Mixed Use
 Site
 Quality
 Age

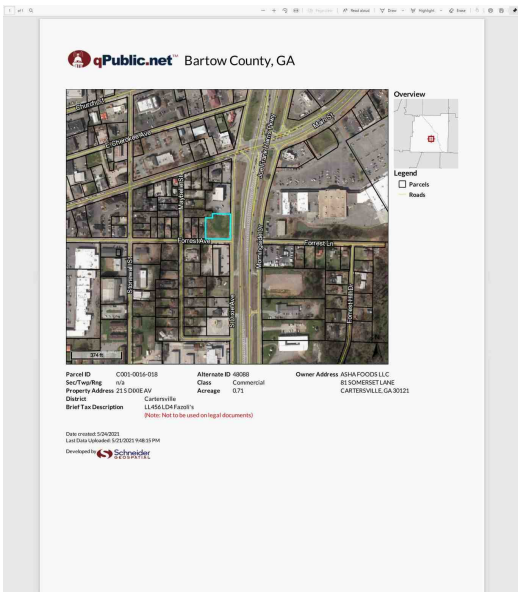


Comparable 3

405 E Main St
 Prox. to Subject 0.41 miles SE
 Sale Price 300,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location City of Cartersville
 View N;Mixed Use
 Site
 Quality
 Age

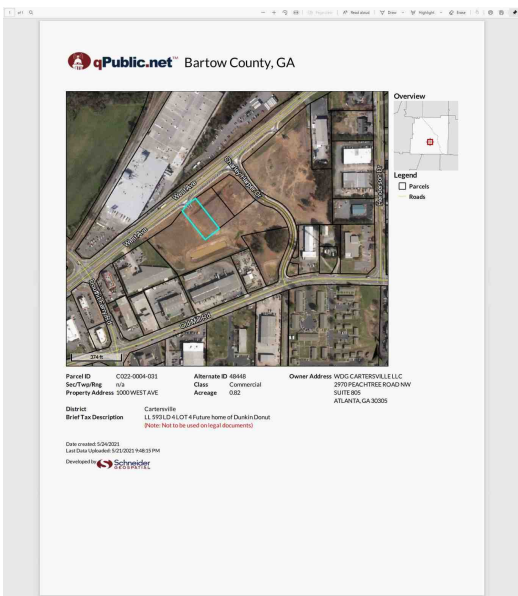
Comparable Photo Page

Borrower	Cartersville City School System		Meeting: June 3, 2021 Item 17.					
Property Address	Mcever St		County	Bartow	State	GA	Zip Code	30120
City	Cartersville							
Lender/Client	Cartersville City School System							



Comparable 4

21 S Dixie Ave
 Prox. to Subject 0.49 miles S
 Sale Price 675,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location City of Cartersville
 View N;Mixed Use
 Site
 Quality
 Age



Comparable 5

1000 West Ave
 Prox. to Subject 2.09 miles SW
 Sale Price 550,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location City of Cartersville
 View N;Mixed Use
 Site
 Quality
 Age

Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

TAX PAID: \$1100.00

After recording, please return to:
White & Choate, LLC
Attorneys at Law
100 West Cherokee Avenue
Cartersville, GA 30120
#20-19962 203 Tennessee Street, LLC

PT61 008-2021-001186

TRUSTEE'S DEED

STATE OF GEORGIA
COUNTY OF BARTOW

THIS INDENTURE made and entered into this the 15th day of March, 2021, by and between John Shurley, W. Kenneth Austin, and Connie W. Evans, all as Co-Trustees of the Lawrence S. Pritchard GST Trust, under Agreement dated June 23, 2000 (as to 71.835% interest); and John Shurley, C.P.A., Ken Austin, and Connie Evans, all as Co-Trustees of Trust A Under Article V of the Last Will and Testament of Hugh D. Pritchard, of the State of Georgia, County of Bartow (as to 28.165% interest), party or parties of the first part, and 203 Tennessee Street, LLC, of the State of Georgia, County of Bartow, parties of the second part,

WITNESSETH:

That the said party of the first part (acting under and by virtue of the power and authority contained in the Trust Agreement and Last Will and Testament, for and in consideration of the sum of Ten (\$10.00) Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the party of the second part, their heirs and assigns, the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Bartow County, Georgia; and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

Subject property is commonly known as 203 North Tennessee Street, Cartersville, GA 30120, according to the current system of numbering for Bartow County, Georgia.

Tax Map #C004-0005-005

This conveyance is subject to zoning, easements, covenants, conditions and restrictions of record.

TO HAVE AND TO HOLD the said tracts or parcels of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns, forever, IN FEE SIMPLE, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed by the said deed in their lifetime.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal, the day and year first above written.

Signed, sealed and delivered in the presence of GRANTOR:

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

All that tract or parcel of land lying and being in the City of Cartersville, Bartow County, Georgia, described as being all that lot of land lying on the east side of North Tennessee Street in the City of Cartersville, fronting west on said North Tennessee Street, a distance of 100 feet and extending back from said street in an easterly direction therefrom of uniform width a distance of 100 feet and extending back from said street in an easterly direction therefrom of uniform width a distance of 150 feet. Said property is bounded on the east by property of Mrs. Laura Beck, on the south by Howard Street, on the west by North Tennessee Street, and on the north by property of Carl Leachman. This is the same property as that conveyed to said Hodge by Estelle Starnes Black, et al., by deed dated May 3, 1957, and recorded in Deed Book 120, page 128, clerk's office, said county.

And being the same property conveyed by Deed from John W. Hodge to Hugh D. Pritchard dated August 6, 1960, and recorded in Deed Book 137, Page 209, Bartow County Records.

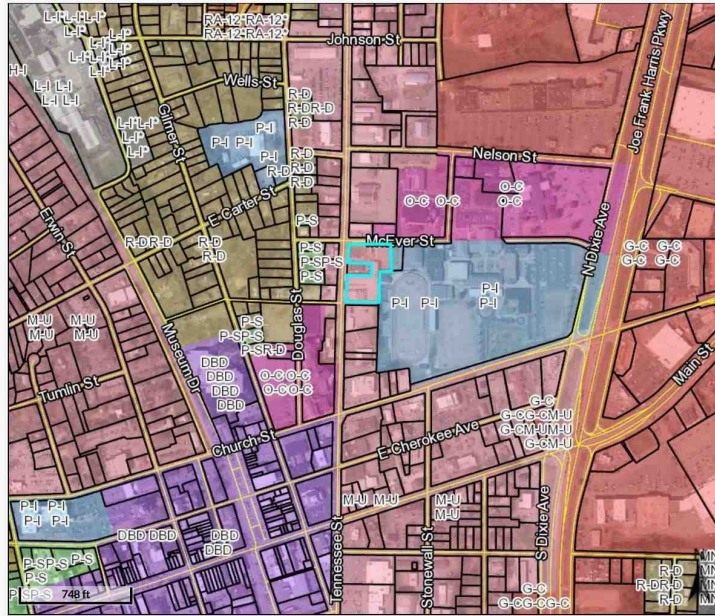
Parcel 2

All that tract or parcel of land lying and being in the City of Cartersville, Bartow County, Georgia, formerly known as the Howard Johnson place described as follows: Fronting West on the East side of Tennessee Street sixty (60) feet, more or less, and running back East of uniform width two-hundred (200) feet, more or less, and bounded on the West by said Tennessee Street, on the South by lot of Mrs. C. G. Starnes, on the East by the lands of Mrs. Eliza Tumlin, and on the North by lot of Tommie Bell and being the same lands conveyed to Howard Johnson by Mrs. Eva Reeves by deed dated October 30, 1920, and recorded in the Deed Book YY, Page 167, in the Office of the Clerk of the Superior Court of said County, and being the same property as that described in a deed from Mrs. J. A. Vaughan, Jr. to

Parcel 5

All that tract or parcel of land lying and being in the City of Cartersville, Bartow County, Georgia, and lying on the north side of Howard Street, beginning at a point on the north side of Howard Street at the southeast corner of the property once known as that of Mrs. C. G. Starnes, thence running in an easterly direction along the north side of said Howard Street 50 feet, more or less, to the property of the City of Cartersville, Georgia, known as the High School Property; thence in a northwesterly direction along the west side of said property 100 feet to a stake; thence in a westerly direction parallel to the north side of Howard Street a distance of 50 feet, more or less, to the east side of the said Starnes properties; thence in a southerly direction along the east boundry line of said Starnes property 100 feet to the point of

WKA
CWE
ADP



- Legend**
- Parcels
 - Roads
 - Cartersville Zoning**
 - AG
 - DBD
 - G-C
 - G-C*
 - H-1
 - H-1*
 - L-1
 - L-1*
 - 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	C004-0005-005	Alternate ID	32658	Owner Address	LAWRENCE S PRITCHARD GST TRUST
Sec/Twp/Rng	n/a	Class	Commercial		C/O DOUGLAS WESSINGER ESQUIRE
Property Address	203 N TENNESSEE ST	Acreage	1.81		3350 RIVERWOOD PKWY STE 1600
					ATLANTA, GA 30339

District: Cartersville
 Brief Tax Description: LL 409 D 4
 (Note: Not to be used on legal documents)

Date created: 5/24/2021
 Last Data Uploaded: 5/21/2021 9:48:15 PM



1 of 1 Q

Page view | Read aloud | Draw | Highlight | Erase

qPublic.net™ Bartow County, GA

Overview

Legend

- Parcels
- Roads
- Subject Tract

Parcel ID	C004-0005-005	Alternate ID	32658	Owner Address	LAWRENCE S PRITCHARD GST TRUST
Sec/Twp/Rng	n/a	Class	Commercial		C/O DOUGLAS WESSINGER ESQUIRE
Property Address	203 N TENNESSEE ST	Acreage	1.81		3350 RIVERWOOD PKWY STE 1600
					ATLANTA, GA 30339

District Cartersville
Brief Tax Description LL 409 D 4
 (Note: Not to be used on legal documents)

Date created: 5/18/2021
 Last Data Uploaded: 5/17/2021 10:55:29 PM

Developed by Schneider GEOSPATIAL



BARTOW COUNTY, GA - PROPERTY TAX

[Back](#) [Email Bill](#) [Print Bill](#) [View Cart \(0\)](#)

Translate:

Bartow County, GA
 135 W Cherokee
 Suite 217 A
 Cartersville GA 30120

Tax: 770-387-5111
Tag: 770-387-5112
Fax: 770-387-5018

For specific information or questions, please contact the county directly at number(s) above.

For PAYMENT assistance:
 Call 877-575-7233
 or [Send Email](#)

* = Required

2020 PROPERTY TAX STATEMENT

STEVE STEWART
 Bartow County Tax Commissioner
 135 W. Cherokee Ave, Suite 217A
 Cartersville, GA 30120
 wardw@bartowga.org

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2020-33269	11/15/2020	\$0.00	\$14122.17	\$0.00	Paid 11/09/2020

[View Tax Assessment](#)

Map: C004 0005 005

Location: 203 N TENNESSEE ST

Printed: 05/24/2021

MAKE CHECK OR MONEY ORDER PAYABLE TO:
 Bartow County Tax Commissioner

LAWRENCE S PRITCHARD GST TRUST
 C/O DOUGLAS WESSINGER ESQUIRE
 3350 RIVERWOOD PKWY STE 1600
 ATLANTA, GA 30339

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-387-5090.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our office.

Thank you for the privilege of serving you as your Tax Commissioner. Steve Stewart

STEVE STEWART
 Bartow County Tax Commissioner
 135 W. Cherokee Ave, Suite 217A
 Cartersville, GA 30120
 wardw@bartowga.org

PHONE: (770) 387-5111 FAX: (770) 387-5018



Tax Payer: LAWRENCE S PRITCHARD GST TRUST
Map Code: C004 0005 005 Real
Description: LL 409 D 4
Location: 203 N TENNESSEE ST
Bill No: 2020-33269
District: 001

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date
\$845,008.00	\$406,250.00	1.8100	\$1,251,258.00	11/15/2020	

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CARTERSVILLE CITY SCHOOL	\$1,251,258	\$500,502	\$0	\$500,502	14.576	\$7,295.32	\$0.00	\$7,295.32
CARTERSVILLE M&O	\$1,251,258	\$500,502	\$0	\$500,502	7.510	\$3,758.77	\$0.00	\$3,758.77
COUNTY M&O	\$1,251,258	\$500,502	\$0	\$500,502	13.400	\$6,706.73	\$0.00	\$6,706.73
PARKS AND REC	\$1,251,258	\$500,502	\$0	\$500,502	0.770	\$385.39	\$0.00	\$385.39
SALES TAX RB CITY SCHOOL	\$1,251,258	\$500,502	\$0	\$500,502	-4.600	\$0.00	-\$2,302.31	-\$2,302.31
SALES TAX ROLLBACK	\$1,251,258	\$500,502	\$0	\$500,502	-3.440	\$0.00	-\$1,721.73	-\$1,721.73
STATE TAX	\$1,251,258	\$500,502	\$0	\$500,502	0.000	\$0.00	\$0.00	\$0.00
TOTALS					28.216	\$18,146.21	-\$4,024.04	\$14,122.17

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy of this bill to your mortgage company. We encourage you to pay by mail or on our website at www.paybartowtaxes.com.

If a receipt is desired, please include a self-addressed stamped envelope.

Each resident of Bartow County is eligible for a homestead exemption on the property owned and occupied as permanent residence on January 1st of the taxable year. Applications must be made by April 1st of the tax year to be received.

Current Due	\$14,122.17
Discount	\$0.00
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$14,122.17
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	11/09/2020



LIA Administrators & Insurance Services

APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY



DECLARATIONS

Aspen American Insurance Company

(Referred to below as the "Company")
390 Madison Avenue, 7th Floor
New York, NY 10022
577-243-3510

Date Issued	Policy Number	Previous Policy Number
7/7/2020	AA1002340-00	AA1002340-00

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 156340 Named Insured: HARRIS APPRAISAL SERVICE Glenn A. Harris 28 Waterstone Dr. SE Cartersville, GA 30121	
2. Policy Period: From: 08/19/2020 To: 08/19/2021 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1000 Each Claim	
4. Retroactive Date: 08/19/2004	
5. Inception Date: 08/19/2015	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceeding: \$7,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage	

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):			
Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Residential Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bodily Injury and Property Damage Caused			
During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/> If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> If "yes", added by endorsement)

GLENN ADRIAN HARRIS

6918
Status ACTIVE

END OF RENEWAL
10/31/2021

CERTIFIED RESIDENTIAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1237423170257125



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Task Order No. 3 with UMS for the AMI Project
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Our AMI consultant, UMS, is working on the next phase of this project, which is for Project Management and Change Management. Under this phase of the project, UMS will be working with city utility departments on the scheduling, installation and integration testing of the meters. With the city having electric, gas and water utilities, we need to ensure that we plan for any potential installation issues, like piping infrastructure that needs to be replaced, working with manufacturers on dates that the meters can be shut-off for meter change out and other issues that we may come across. UMS is experienced in installing mass quantities of meters and we want to ensure a smooth transition as possible.</p> <p>UMS had included a Public Outreach Campaign at a cost of \$120,000, however, with Annalee Penny, the city will handle the Public Outreach Campaign and save on this proposed cost. The total cost for Task Order No. 3 for Change Management, Project Management Services is \$392,472. This is budgeted through our Electric, Gas and Water & Sewer Departments and is recommended for your approval.</p>
LEGAL:	N/A

**CARTERSVILLE, GA
TASK ORDER 1.3: SCOPE OF SERVICES AND PRICING**

Public Outreach, Change Management, Project Management Services

Task Number	Project	Proposed Start Date
1.3	Advanced Metering Program	
Task Order Cost	Contingency Allowance	Target Completion Date:
\$392,472	\$537,000	
Package Includes:		
UMS Services <input type="checkbox"/> [THE CITY] Requirements <input type="checkbox"/> Service Fee Applied <input type="checkbox"/> Software / Material Purchase <input type="checkbox"/> Sub-Consultant Services <input type="checkbox"/> Special Conditions <input type="checkbox"/>		
Resources Assigned:		Interdependencies:
BM – Barry Melvin <input checked="" type="checkbox"/> TW – Tyler Wagner <input checked="" type="checkbox"/> RT – Rhyné Timberlake <input checked="" type="checkbox"/> CT – Chelsea Tucker <input checked="" type="checkbox"/>	Task Order 1.2 AMI Software and Hardware Procurement and Task Order 1.2A AMI Readiness Network deployment Sensus	After: N/A
Task Scope Summary: See Attached		
UMS Project Manager: Barry Melvin / Chelsea Tucker (Coordinator)		
[THE CITY] Project Manager: Dan Porta		
UMS Signature		Date:
[THE CITY] Signature		Date:

TASK ORDER 1.3

EXECUTION I PROJECT MANAGEMENT, PUBLIC OUTREACH AND CHANGE MANAGEMENT

UMS will provide the following services throughout the Advanced Metering deployment phase.

TASK A: PROJECT INITIATION/TRAINING/GOVERNANCE

UMS will oversee all aspects of the Advanced Metering program, including scheduling, scope, budget, communications, resources, and risks. UMS will provide structured project management to ensure that all project components are executed in a timely, organized fashion and completed to specification. As communication is a critical success factor, the UMS Project Manager will ensure that all designated The City team members are aware of project status and issues.

UMS will track this task order to ensure that work stays within scope and initiate change requests for approval by the City if required. Managing project deliverable timeliness, quality, and project costs are measures of success and the City's satisfaction. UMS delivery methodology employs a quality monitoring process whereby senior management within the Service Delivery Organization will monitor all timelines, quality, and project costs adherence to ensure success in all areas.

Project Management activities include:

- Manage project vendors
- Manage project budget
- Manage project scope
- Manage project master schedule
- Manage project issues and risks
- Manage project communications
- Manage development and execution of Public Outreach Plan
- Manage project execution plans:
 - AMI Systems Integration
 - Network Implementation
 - AMI Software Implementation and Testing
 - AMI Training
 - Meter Equipment Deployment

VENDOR MANAGEMENT

UMS will oversee and manage vendor-assigned activities, plans, schedules, and budgets related to AMI software setup and testing, systems integration, AMI network setup, and meter installation services.

BUDGET, SCOPE, AND MASTER SCHEDULE MANAGEMENT

UMS will track and manage expenditures related to the delivery of the Advanced Metering solution. UMS will monitor scope to ensure vendors are delivering the scope as outlined in the agreements. UMS will maintain a master project schedule covering milestones and activities for all assigned stakeholders and vendors.

ISSUES AND RISK MANAGEMENT

UMS will perform an initial risk assessment and create a mitigation strategy for risk with a medium to high impact. The risk management plan will be monitored and refined throughout the delivery of the project. UMS will create and maintain an Issue Log to ensure issues are identified, documented, and resolved quickly to minimize impacts to the project.

PROJECT TRAINING

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

EXECUTION PLAN MANAGEMENT

UMS will manage and drive the execution of the Project Execution Plan, covering the following areas:

- AMI Systems Integration
- Network Implementation
- AMI Software Implementation and Testing (Functional Testing, Integration Testing, User Acceptance Testing)
- AMI Training
- Meter Equipment Deployment

TASK B: PUBLIC OUTREACH

UMS will develop a project stakeholder communication plan that will establish key status and metrics or Key Performance Indicators (KPIs) for the project, and the method and frequency for status updates.

PUBLIC RELATIONS PLAN

UMS will support the City's efforts in developing project awareness and updates to the City's customer base and internal personnel. The City will create a custom community outreach collateral to inform both the public and internal staff of the benefits of the upgrade program, and will work with the UMS team to ensure deployment triggers are met to support a successful deployment project..

TASK C: POST AMI NETWORK INSTALLATION/INTEGRATION TESTING

This task will leverage the Vendor’s propagation study to establish and communicate network coverage expectations. UMS will work with the vendor to support the implementation of the work plan determined required for each network site. This work may include permit requirements, a data collector, an antenna, as well as cabling placement, equipment requirements and specifications, trenching, and electric and data backhaul services.

In addition, UMS will work with the City to execute the testing plans developed in the readiness scope of work for each component of the solution to ensure the City’s objectives are met as outlined in the PEP.

UMS will oversee the integration test and UAT plan development in conjunction with the vendors and the City. UMS will develop a proposed testing schedule and specify what testing will be conducted during the implementation phase.

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

PRICING SUMMARY

Task Order 1.3: Cost Breakdown

UMS TASK ORDER 1.3 UNIT COST BREAKDOWN				
Task	Description	Unit	Budget	Actual Cost
A	Project Initiation / Training / Governance	1	\$ 332,472.00	\$ 332,472.00
B	Public Outreach Campaign	1	\$ 120,000.00	\$ 0.00
C	Post-AMI Network Installation / Integration Testing	1	\$ 60,000.00	\$ 60,000.00
TOTAL				\$ 392,472.00

Task Order 1.3: General Assumptions

- Task A billed 50% at time of task initiation and 50% at task completion.
- Task B activities have been assumed by the City. UMS is not responsible for the execution of this line item.
- Task C billed 50% at time of task initiation and 50% at task completion.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 3, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Request for Replacement Generator for Station 2
DEPARTMENT SUMMARY RECOMMENDATION:	<p>During the May 6, 2021 council meeting, Mayor and Council approved the contract and purchase of an 80KW generator in the amount of \$27,000.00. This generator was sold to another party before we could accept delivery.</p> <p>Another generator has been located and is currently on hold for our department. As a reminder, this is a replacement for the generator at Station #2. The new requested generator is a 60 KW which is the correct size for that facility. The 60 KW is priced at \$19,750.00 and is \$7,250.00 below the 80KW approved in May.</p> <p>We respectfully request that Mayor and Council rescind the contract that was approved on May 6 to Nixon Power. In addition, we ask for approval to purchase the proposed 60 KW at a cost of \$19,750.00 with the Mayor authorized to sign any required documents for this purchase.</p>
LEGAL:	N/A



1440 LAKES PARKWAY, SUITE 600 / LAWRENCEVILLE, GA 30043

Meeting: June 3, 2021 Item 19.

P: 770-448-6687 F: 770-453-4120

Visit us at KohlerPower.com

City of Cartersville

From:

Kevin Squires
Integrated Solutions Sales
Nixon Power Services Co
1440 Lakes Parkway
Lawrenceville, Georgia 30043
P: 770-448-6535 F:
ksquires@nixonpower.com

- Generator Inventory Unit KG60-I3-C3
- 222661 Nameplate Rating, Standby 130 Degree
- 333700 Voltage,60Hz,120/208V,3Ph,4W,0.8PF
- GM77218-MA10 Alternator. & Mtg., 4P10X
- 358323 Fuel Code, Natural Gas
- GM102766-MA1 Unit Mounted Rad Cooling
- GM104099-MA1 Skid & Mounting, 41", 6.2L
- GM66788-MA1 Air Intake, Standard Duty
- GM77389-MA2 Controller, DEC3000, 200A, 3Ph
- GM102767-MA1 Control & Harness, DEC3000
- GM103335-KA1-KCB Enclosure, Sound, Steel, KG 40-60
- GM28625-KA26 Coolant in Genset 7 gals.
- 256985 Battery,1/12V,650CCA,Wet
- GM96391-KA1 Battery Charger 12V, 6A
- GM79739-KA1 LCB, 225A, JDP, Therm Mag, 80%
- GM85734-KA3 Mtg, LCB J-Frame, 175-225A 3-Pole, 4P
- GM51870-KA16-KCB Covers, 4P J-Box H/J-Frame LCB
- GM51868-KA1 Neutral, 300A 4P
- GM86123-KA1 Decals, Bonding and Phasing
- GM103202-MA1 Single Fuel, NG/LP
- GM104799-KA1 Block Heater, 1500W
- GM13706-KP1 Flexible Fuel Line (Nat/LP) UL
- GM75749-KA5 Accessory Inner Panel
- GM75749-KA6 2Input/5Output
- GM13691-KA6 Pre alarm Senders, NFPA-110, LP Vapor/NG
- GM102292-GA1 Genset Spec, KG60, Nat/LP Gas Fuel

- GM75749-KA9 Run Relay, **12V**
- GM70669 Warranty, Class 3 All Product 90 days
- Serial Number SGM32MLV5
- Controller Test verification units



1440 LAKES PARKWAY, SUITE 600 / LAWRENCEVILLE, GA 30043

Meeting: June 3, 2021 Item 19.

P: 770-448-6687 F: 770-453-4120

OFFER SELL PRICE \$19,750.00

Price does not include any taxes

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services Co to use this form as a bona fide purchase order of the equipment shown on Offer Number: , which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Company: Nixon Power Services Co

Print Name: Kevin Squires

Title: Integrated Solutions Sales

Signature: Kevin Squires

Date: 05/27/2021

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

PO Number: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 1, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Station 5 Engineering Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request authorization for the Mayor to sign this agreement with Prospective Engineering. The agreement is for the development of initial site drawings of the proposed Station #5 property located within Carter Grove subdivision. The total cost for this preliminary site plan will be \$950.00. This agreement is recommended by our City Engineer and has been reviewed by our City Attorney.
LEGAL:	This agreement is recommended by our City Engineer and has been reviewed by our City Attorney.



CONSULTANT AGREEMENT

This Agreement, dated this 28th day of May, 2021 by and between Perspective Engineering, Inc. ("Consultant"), a Georgia corporation, having a principal place of business at 4255 Wade Green Road, Suite 625, Kennesaw, Georgia 30144 and The City of Cartersville Public Works ("Client"), a Georgia entity, having a principal place of business at 330 S. Erwin Street, Cartersville, Georgia 30120.

WITNESSETH

WHEREAS, Consultant wishes to provide certain professional services and deliverables (the "Services" and the "Deliverables") as set forth in Exhibit 'A', which is attached hereto and made a part hereof; and

WHEREAS, Client wishes to procure the Services and Deliverables from Consultant, for good and valuable consideration, as more fully described in Exhibit 'A' attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF WORK.

- (a) Consultant agrees to provide the Services and supply the Deliverables described in Exhibit 'A' which is attached hereto.
- (b) In the event that additional assignments are agreed upon between the Consultant and the Client, the parties may execute addendums to this Agreement describing the additional assignments, including the fees, schedule and deliverables for that specific assignment. For additional assignments less than \$5,000.00, a verbal authorization may be issued by the Client to authorize fees to accrue at an hourly rate as shown in the hourly rate schedule in Exhibit 'A'.

2. TERM/TERMINATION.

This Agreement shall remain in effect until the completion by Consultant of all services specified in all Appendices hereto.

This Agreement may be terminated by either party on 30 days prior written notice. In the event of any such termination, Consultant shall be paid for all Services that it performed prior to such termination, including any authorized Services performed during the notice period. If certain services defined in Exhibit 'A' are incomplete

at the time of termination, then the Consultant shall be paid for the estimated percentage of work complete for each service proposed in Exhibit 'A'.

3. PAYMENT FOR SERVICES.

Client agrees to pay Consultant in accordance with the Proposed Fees set forth in Exhibit 'A'. Consultant shall submit to the Client an itemized invoice for the Services rendered as set forth on Exhibit 'A' along with authorized expenses incurred. Invoices not paid within 30 days shall be subject to immediate action to stop current work on the project and forward any outstanding amount for collections. The Client agrees that any expenses, including attorney fees, related to collection of any outstanding invoices shall be paid by the Client. The Client also agrees that after 30 days the outstanding fees shall be subject to a rate of interest equal to 2% per month or any portion thereof. The Client agrees that if the Consultant must file for collections, then the Client shall be responsible for paying the Consultant for time spent related to such filings or time spent in court based on the attached hourly rate schedule. The Client also agrees that if the client is in default of payment for services under this agreement, then the Client shall also reimburse the Consultant for all legal expenses related to the collection of said fees.

4. INDEPENDENT CONTRACTOR.

- (a) Consultant shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.
- (b) Consultant also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources.

5. PROPRIETARY RIGHTS.

Client agrees that all digital files and other intellectual material used to produce the deliverables described herein shall remain property of the Consultant. However, the Consultant shall share this information with the Client or sub-contractors of the Client upon request. The Client agrees that use of any digital files or data is strictly at the Client's risk and the Consultant assumes no liability for damages arising from use of digital files. Furthermore, it is the responsibility of the Client to verify that other sub-contractors have the most current information when using digital data provided by the Consultant.

6. **INDEMNIFICATION.**

It is agreed that the consultant's professional services under this agreement do not extend to or include the review or site observation of the construction contractor's work or performance. The consultant recommends that the client enter into a separate agreement with the consultant to provide these services to reduce liability and to ensure that the project is constructed as intended by the construction drawings. It is further agreed that the client will defend, indemnify, and hold harmless the consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and cost of defense or other cost involved arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. The consultant agrees to be responsible for the negligent acts, error or omissions of the consultant's own employees.

7. **LIMITATION OF LIABILITIES.**

The liability of the Consultant shall be limited to the amount of fees paid under this agreement.

8. **GENERAL PROVISIONS.**

- (a) Paragraph Headings. Paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
- (b) Waiver. Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under this Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.
- (c) Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- (d) Subcontractors. Client reserves the right of approval of all subcontractors, which approval will not be unreasonably withheld by Client. Approval of any subcontractor by Client shall not constitute the superseding or waiver of any right of Client to reject work which is not in conformance with its standards or this Agreement. Consultant shall be fully responsible for its subcontractors. Nothing in this Agreement shall be construed to create any contractual relationship between Client and any subcontractor, nor any obligation on the part of Client to pay or to see to the payment of any money due any subcontractor as may otherwise be required by law.
- (e) Assignment. Neither party may assign any rights or obligations under this Agreement without the prior consent of the other; provided, however, that Consultant may assign any rights or obligations to a subsidiary or affiliate or to any third party assuming all or part of the business function of the

Consultant unit which will produce the Services and Deliverables provided hereunder upon notice to Client.

- (f) Modification. No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives. All legally required amendments will automatically become part of this Agreement ten days after notification to both parties.
- (g) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Georgia. Both parties consent to jurisdiction and venue in the state and federal courts of the State of Georgia.
- (h) Complete Agreement. This Agreement together with Exhibit 'A' constitutes the entire agreement of the parties with respect to its subject matter and may not be modified in any way except by written agreement signed by both parties. There are no other agreements either express or implied with regard to this subject matter.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth below.


If you are in agreement with the terms, conditions, scope of service, and proposed fees please sign below and initial each page of this agreement. One original copy should be returned to The Consultant.

Client

By: _____
 Print Name: Matt Santini

Title: Mayor
 Date: 6/3/2021

Consultant

By: 
 Print Name: Jerry L. Johnson

Title: President
 Date: 05/28/21

Attest: _____

Date: 6/03/2021

Exhibit 'A'

Scope of Work:

The scope of work proposed below is in reference to a proposed development located along the western right of way of Cartergrove Boulevard and south of the intersection with Old Alabama Road located in The City of Cartersville, Bartow County, Georgia. Exhibit 'B' shows a general location based on the previously approved preliminary plat for the proposed development. The total area of the proposed development is approximately 2.0 acres.

Task 1 – Preliminary Site Plan

\$950.00

The scope of work proposed includes preparing a preliminary site plan based on the layout provided by the Client and attached as Exhibit C. The layout will be placed in the area shown on Exhibit B and will be laid out to access Cartergrove Boulevard. This layout will be based on existing survey data that was previously used to design the roadway. The client shall provide 2-foot contour data based on the latest Bartow County GIS system.

Proposed Fees and Payments

The total lump sum fee proposed for consulting services under this is **\$950.00**. Additional fees may be approved on an hourly basis for work not specifically mentioned in these tasks but must be agreed to by both parties in writing prior to beginning additional work. Email notification and response acknowledging receipt of additional proposed fees will be sufficient written agreement of additional fees under this agreement.

The Consultant shall submit invoices monthly for the work completed. If a task is incomplete at the end of a month, then the Consultant shall estimate the percent completed during that month and the invoice shall include a proportionate amount of the partially completed task.

Exclusions / Assumptions

1. Geotechnical testing is not included in this proposal.
2. Stormwater monitoring is not included in this proposal.
3. Stormwater sampling is not included in this proposal.
4. The Client shall reimburse the consultant for all cost associated with reprographics at a rate of 1.15 times the cost if performed with outside consultants. In house reprographics for wide format copies shall be reimbursed to the consultant at a rate equal to \$0.35 per square foot of media for 20# bond.
5. Permit fees are not included. The owner shall reimburse the consultant for all cost associated with permit and/or review fees charged by each reviewing entity at a rate of 1.15 times the cost.
6. Delineation of wetlands and state waters is not included in this proposal. Permitting related to the disturbance of USACOE wetlands or areas identified to be State Waters of the State of Georgia is not included in this permit. This proposal assumes that the impacts to wetlands on this site will be less than 0.1

- acres and will not require additional permitting under a nationwide or individual permit through the Army Corp of Engineers. Should there be proposed impacts to wetlands greater than 0.1 acres, the Consultant can provide a separate proposal for providing services related to permitting these impacts.
7. Construction oversight is not included in this proposal. These services shall be provided under a separate agreement if requested by Client.
 8. Stream Buffer variance applications to the Georgia EPD and/or Cherokee County are not included in this proposal. This proposal assumes that the site improvements will not exceed 100 linear feet at a single road crossing or 300 feet of cumulative impact to stream beds on site. If a variance for stream buffers is required, fees for that scope can be provided under a separate agreement.
 9. Pre-Construction Notifications (PCN) to the ACOE are not included in this proposal. The Client is responsible for fees associated with any PCN that is required.
 10. Identification and assessment of historic structures and/or archeological resources is not included in this proposal.
 11. Surveying is not included in this proposal. The Client shall provide all necessary survey data required for the Consultant to complete the scope of work identified within this agreement.
 12. Land disturbance permit drawings are not included in this submittal.
 13. Any other service not specifically mentioned in this agreement is not included in this agreement.
 14. As-built drawings are not included in this proposal. As-built certifications are not included.
 15. GIS contour data is not included. Should the Consultant need to purchase this data from Bartow County, the Consultant shall be reimbursed for the cost plus 15%.

Perspective Engineering - Hourly Rate Schedule*
 Professional Engineering Services for 2021
 (For work authorized outside the scope of this agreement)

Principal Professional Engineer	\$ 195.00/Hr.
Registered Professional Engineer	\$ 165.00/Hr.
Engineer Intern (E.I.T.)	\$ 105.00/Hr.
Senior CAD Technician / Designer	\$ 95.00/Hr.
CAD Drafter	\$ 55.00/Hr.
Clerical / Admin Staff	\$ 45.00/Hr.

*Proposed hourly rates are subject to change on an annual basis by no more than 10%. Consultant shall notify Client 30 days prior to any rate change.

EXHIBIT B

Meeting: June 3, 2021 Item 20.

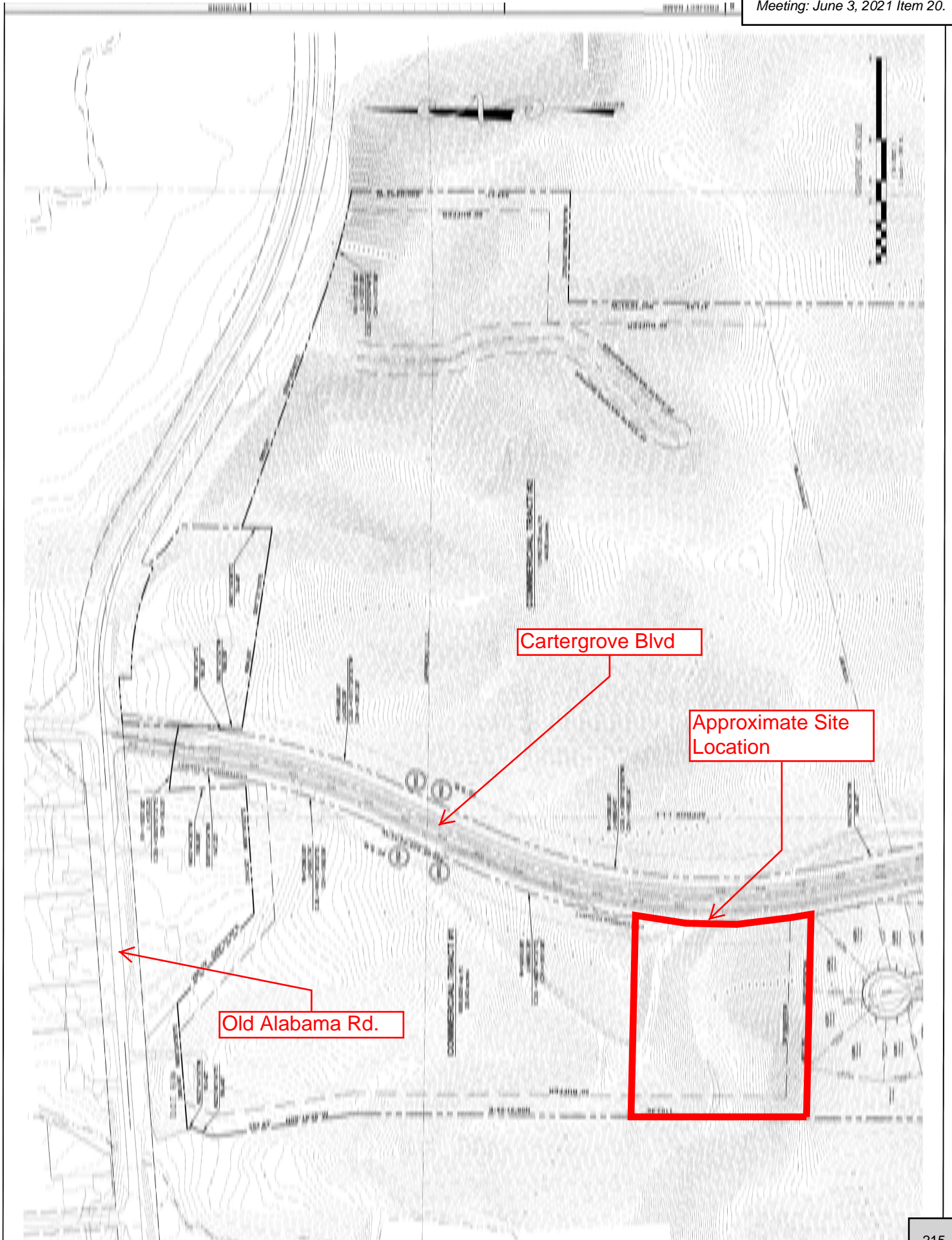
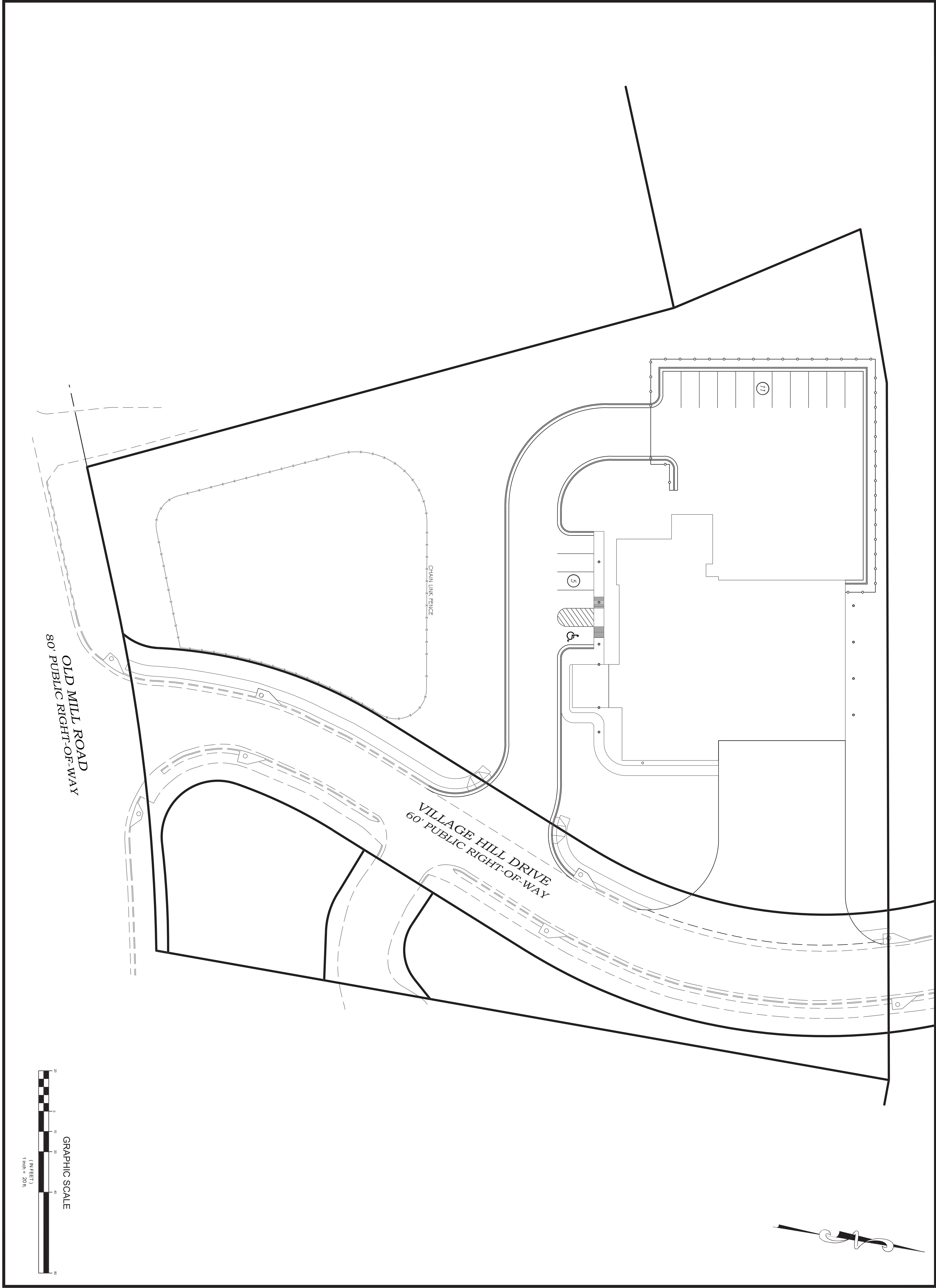


EXHIBIT C

C:\Users\Tim\Desktop\fs 3\ACAD-2018-109 Cartersville FS #3 - Site Plan-Model.dwg 5/19/2021 11:12 AM



SHEET TITLE: SITE PLAN	SHEET NO.: C201	CARTERSVILLE FIRE STATION #3 LOCATED IN LAND LOTS 593 & 594 4TH DISTRICT, 3RD SECTION CARTERSVILLE, GEORGIA	REVISIONS:		PROJECT NO.: 18095 DATE: 8/3/18
			DATE	DESCRIPTION	
			1		
			2		
			3		
			4		
			5		
			6		