CARTERSVILLE
CITY COUNCIL MEETING

Council Chambers, Third Floor of City Hall
Thursday, November 05, 2020 at 7:00 PM

AGENDA

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

CITY MANAGER:
Dan Porta

CITY ATTORNEY:
David Archer

CITY CLERK:
Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. October 15, 2020 Minutes

SECOND READING OF ORDINANCES

2. Post Construction Stormwater Management for New Development and Redevelopment

FIRST READING OF ORDINANCES

3. Alcohol Ordinance Section 4-7
4. Alcohol Ordinance Section 4-112
5. Alcohol Ordinance Section 4-114
6. Purchase Orders

CONTRACTS/AGREEMENTS

7. Disc Golf Course

BID AWARD/PURCHASES

8. GO Bond Park Projects
9. Purchase of a 2021 Dodge Ram 1500 4X4 truck
10. Purchase of a Replacement Patrol Vehicle
11. Southern Actuary Services Invoice
12. SiteMed Annual Firefighters Physicals
13. Mulching Head
14. SEGAS Invoice
15. Highland 75 Cable Vault
16. Highland 75 Switching Cubicle
17. 4” PE Pipe for stock/Old Alabama Road CP-14-002
18. 8” Line Stopper Fittings
19. 8 5/8” Coated Steel Line Pipe for stock/Old Alabama Road CP-14-002
20. WPCP – Secondary #2 Gearbox Rebuild
21. Health and Vision Insurance Renewal
22. Life and Disability Insurance Renewal
23. Wellness Program for 2021
24. Fire It Up BBQ Invoice
25. Straight-Line Collision Invoice

DISCUSSION

26. Downtown Entertainment District

TABLED ITEMS

27. AZ20-04 175 E. Main St.
28. Z20-03 175 E. Main St.

ADJOURNMENT

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

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

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	October 15, 2020 Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	Council Meeting Minutes have been uploaded for your review and approval
LEGAL:	N/A

City Council Meeting
10 N. Public Square
October 15, 2020
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

I. WORK SESSION

Mayor Matthew Santini opened Work Session at 6:03 P.M. Board Members discuss each item from the agenda with corresponding Staff Member.

A motion was made to enter into Closed Session for the purposes of personnel and potential litigation by Council Member Stepp and seconded by Council Member Fox.

Mayor Santini closed Work Session at 6:43 P.M.

II. OPENING MEETING

Invocation by Council Member Roth

Pledge of Allegiance led by Council Member Fox

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

Absent:

III. REGULAR AGENDA

A. COUNCIL MEETING MINUTES

1. October 1, 2020 Meeting Minutes

A motion to approve the October 1, 2020 Meeting Minutes as presented was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

B. APPOINTMENTS

1. DDA Board

Lillie Read, Downtown Development Authority Director, stated that they would like to recommend the reappointment of Dan Kramer to the Downtown Development

Authority. He would like to continue serving on the board and this term would expire on February 18, 2021.

A motion to approve the reappointment of Dan Kramer to the Downtown Development Authority made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously.
Vote: 6-0

C. SECOND READING OF ORDINANCES

1. FiberCom Department

Dan Porta, City Manager, stated this ordinance would officially create the FiberCom Department.

A motion to approve the Ordinance to create the FiberCom Department was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

ORDINANCE NO. 22-20

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. is hereby amended by creating a new article as follows:

I.

CHAPTER 24. UTILITIES. ARTICLE XIV. FIBER COM DEPARTMENT. is hereby created as follows:

Sec. 24-300. – FiberCom Department.

There is to be created a FiberCom Department for the City of Cartersville to be managed by the FiberCom Director. The Department shall be responsible for the operation, maintenance, and construction of all current or necessary service lines or extensions, the restoration or establishment of residential, governmental, and commercial internet, data, and fiber services, the bidding for commercial service when applicable, the information technology needs of the City, the supervision and maintenance of the City's geographic information system, and all software used by the City, and all other responsibilities for tasks and employees assigned to this department as approved by the City Manager.

II.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: October 1, 2020
SECOND READING: October 15, 2020

MATTHEW J. SANTINI, MAYOR

ATTEST:
JULIA DRAKE, CITY CLERK



2. FiberCom Director

Mr. Porta stated with the establishment of the FiberCom Department, a director position to oversee the department needs to be created.

A motion to approve the Ordinance to create a FiberCom Director position was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

Ordinance no. 23-20

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 2 – ADMINISTRATION. ARTICLE IV. - DEPARTMENTS Sec. 2-101. - Department heads., paragraph (a) is hereby amended by adding a new subparagraph (a)(11) and paragraph (b) is hereby amended by adding a new subparagraph (b)(11) as follows:

1.

Sec. 2-101. - Department heads.

(a) The following positions in the city government shall be the department head positions:

(11) FiberCom Director.

2.

(b) The department head positions of the city shall have the following job description, function and duties:

(11) FiberCom Director. The FiberCom Director shall be responsible for the operation, maintenance, and construction of all current or necessary service lines or extensions, the restoration or establishment of residential, governmental, and commercial internet, data, and fiber services, the bidding for commercial service when applicable, the information technology needs of the City, the supervision and maintenance of the City's geographic information system, and all software used by the City, and all other responsibility for tasks and employees assigned to this department as approved by the City Manager. Additionally, the FiberCom Director shall be responsible for the supervision of all employees working for this division and the day to day administration of the same.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: October 1, 2020
SECOND READING: October 15, 2020

MATTHEW J. SANTINI, MAYOR

ATTEST: JULIA DRAKE, CITY CLERK

CITY OF CARTERSVILLE INCORPORATED SEAL 1850 GEORGIA

D. CONTRACTS/AGREEMENTS

1. Approval of Memorandum of Understanding (MOU) with Anheuser Busch

Keith Lovell, Assistant City Attorney, stated in January 2020, the City approved a resolution for a bond transaction for the expansion of Anheuser Busch for $80,000,000.00. Anheuser Busch has decided to increase the instrument to $150,000,000.00. The City Council will need to approve the amended resolution and MOU.

A motion to approve Memorandum of Understanding (MOU) with Anheuser Busch was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

2. Red Top Industrial Agreement

Tom Gilliam, Parks and Recreation Department Head stated that due to an accident that happened a few weeks ago, the bridge at the Pettit Creek Trail off Cassville Rd and Goodyear Ave was heavily damaged along with the guardrail and the historical marker. After receiving four quotes for this project, Red Top Industrial was chosen as the contractor to repair the bridge. The total cost for the bridge repair will be $77,661.16. This project will be paid from the insurance company of the person who damaged the bridge.

A motion to approve the Red Top Industrial Agreement was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

E. FIRST READING OF ORDINANCES

1. Post Construction Stormwater Management for New Development and Redevelopment

Wade Wilson, City Engineer, stated he Georgia Environmental Protection Division (EPD) requires local jurisdictions with Municipal Separate Storm Sewer System (MS4) permits to adopt ordinances, or update existing ordinances when necessary, for compliance with their MS4 permit, in order to address development and redevelopment, and enforce post-construction controls. Recent updates to the MS4 permit now require the Stormwater management system to be designed to retain the first 1.0 inch of rainfall on the site, to the maximum extent practicable, and has prompted an update to existing ordinances.

This Model Ordinance was drafted for use by local jurisdictions in the Metropolitan North Georgia Water Planning District (District) and was adopted by the District Board on December 4, 2019. The Model Ordinance was developed to match the

substance and language of the current MS4 permit and the Georgia Stormwater Management Manual (GSMM).

Jurisdictions within the District also have requirements to adopt ordinances that "provide for effective storm-water management [and]... shall also include minimum design and development standards for local development as it may affect Stormwater runoff quality and Stormwater conveyance" as outlined in the Districts enabling legislation. In the District Water Resource Management Plan (Plan), action items are identified for integrated water resource planning and management. These action items are implemented by local jurisdictions, and implementation is periodically audited by the EPD. Within the Plan, the Watershed-1 action item states, "… that each local government shall adopt the Model Ordinance or an equivalent ordinance at least as effective based on the guidance in the latest GSMM and MS4 permit as applicable.

This model ordinance meets the requirements by the EPD and the District. Public Works recommends replacing the previous Post - Construction Stormwater Management for New Development and Redevelopment Ordinance with this edited model ordinance.

Mr. Lovell stated this would go into effect December 6, 2020 if approved.

This is a first reading and no vote is required.

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 7.5 - DEVELOPMENT REGULATIONS. ARTICLE IX. - POST-DEVELOPMENT STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT, is hereby deleted in its entirety and replaced as follows:

1.

Article IX. Post-Construction Stormwater Management for New Development and Redevelopment.

Section 7.5 - 221. Purpose and Intent. The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post- construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the **City of Cartersville** is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

Section 7.5-222. Definitions. For this Article, the terms below shall have the following meanings:

"administrator" means the person appointed to administer and implement this Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section 7.5-224.

"applicant" means a person submitting a land development application for approval.

"BMP" or "best management practice" means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

"BMP landscaping plan" means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

"channel" means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

"detention" means the temporary storage of stormwater runoff in a stormwater detention facility for the purpose of controlling the peak discharge.

"detention facility" means a structure designed for the storage and gradual release of stormwater runoff at controlled rates.

"development" means new development or redevelopment.

"extended detention" means the storage of stormwater runoff for an extended period of time.

"extreme flood protection" means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

"flooding" means a volume of surface water that exceeds the banks or walls of a BMP, or channel; and overflows onto adjacent lands.

"GSMM" means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.

"hotspot" means a land use or activity on a site that has the potential to produce higher than normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

"impervious surface" means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into the soil.

"Industrial Stormwater General Permit" means the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry for stormwater discharges associated with industrial activity. The permit regulates pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies based on Standard Industrial Classification (SIC) Code.

"infiltration" means the process of percolating stormwater runoff into the subsoil.

"inspection and maintenance agreement" means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management system and its components on a site.

"land development application" means the application for a land development permit on a form provided by the City of Cartersville along with the supporting documentation required in Section 7.5-230.

"land development permit" means the authorization necessary to begin construction-related, land-disturbing activity

"land disturbing activity" means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing

activity does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

"linear transportation projects" means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

"MS4 Permit" means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the City of Cartersville's municipal separate storm sewer system.

"new development" means land disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

"nonpoint source pollution" means a form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

"overbank flood protection" means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain).

"owner" means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

"person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

"post-construction stormwater management" means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

"post-development" means the conditions anticipated to exist on site immediately after completion of the proposed development.

"practicability policy" means the latest edition of the Metropolitan North Georgia Water Planning District's Policy on Practicability Analysis for Runoff Reduction.

"pre-development" means the conditions that exist on a site immediately before the implementation of the proposed development. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time before the first item being approved or permitted shall establish pre-development conditions.

"pre-development hydrology" means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

"previously developed site" means a site that has been altered by paving, construction, and/or land disturbing activity.

"redevelopment" means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

"routine maintenance" means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

"runoff" means stormwater runoff.

"site" means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

"stormwater concept plan" means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

"stormwater management plan" means a plan for post-construction stormwater management at the site that meets the requirements of Section 7.5-228 and is included as part of the land development application.

"stormwater management standards" means those standards set forth in Section 7.5-227.

"stormwater management system" means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater runoff in a manner designed to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

"stormwater runoff" means flow on the surface of the ground, resulting from precipitation.

"subdivision" means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the City of Cartersville's MS4 permit.

Section 7.5-223. Adoption and Implementation of the GSMM; Conflicts and Inconsistencies.

(a) In implementing this Article, the City of Cartersville shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.

(b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the City of Cartersville's MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.

(c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

Section 7.5-224. Designation of Administrator. The City Engineer is to administer and implement this Article.

Section 7.5-225. Applicability Criteria for Stormwater Management Standards. This Article applies to the following activities:

(a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater;

(b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;

(c) New development and redevelopment if

(i) such new development or redevelopment is part of a subdivision or other common plan of development, and

(ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;

(d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and

(e) Linear transportation projects that exceed the threshold in (a) or (b) above.

Section 7.5-226. Exemptions from Stormwater Management Standards. This Article does not apply to the following activities:

(a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;

(b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;

(c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;

(d) Repairs to any stormwater management system deemed necessary by the administrator;

(e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 7.5-225 (a) or (b);

(f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 7.5-225 (a) or (b);

(g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and

(h) Single-family or duplex residential lots platted prior to the adoption of this ordinance, whether or not they are part of a subdivision or phased development project.

(i) Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;

(j) Additions or modifications to existing single-family or duplex residential structures;

Section 7.5-227. Stormwater Management Standards. Subject to the applicability criteria in Section 7.5-225 and exemptions in Section 7.5-226, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

(a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

(b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):

(i) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
(ii) Natural Drainage Divides and Patterns,
(iii) Natural Drainage Features (e.g., swales, basins, depressional areas),
(iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
(v) Predominant soils (including erodible soils and karst areas), and
(vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.

(c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.

(d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be provided by using the following:

(i) For development with a stormwater management plan submitted before December 6, 2020, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.

(ii) For development with a stormwater management plan submitted on or after December 6, 2020, the applicant shall choose (A) Runoff Reduction and additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.

(A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.

(B) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2-inch rainfall event.

(iii) If a site is determined to be a hotspot as detailed in Section 7.5-225, the City of Cartersville may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.

(e) Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:

(i) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;

(ii) Erosion prevention measures, such as energy dissipation and velocity control; and

(iii) Preservation of any applicable stream buffer.

(f) Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.

(g) Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.

(h) Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.

(i) Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the City of Cartersville, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement

for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section 7.5-236.

Section 7.5-228. Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

(a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the City of Cartersville. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the City of Cartersville when applying for a Determination of Infeasibility through the Practicability Policy.

(b) The stormwater concept plan shall be prepared using the minimum following steps:

(i) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).

(ii) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).

(iii) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).

(c) The stormwater concept plan shall contain:

(i) Common address and legal description of the site,

(ii) Vicinity map, and

(iii) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:

(A) Existing and proposed topography (minimum of 2-foot contours),

(B) Perennial and intermittent streams,

(C) Mapping of predominant soils from USDA soil surveys,

(D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,

(E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),

(F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,

(G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,

(H) Preliminary estimates of unified stormwater sizing criteria requirements,

(I) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,

(J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,

(K) Flow paths,

(L) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and

(M) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

(d) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

(i) Natural Resources Inventory

(ii) Stormwater Concept Plan

(iii) Existing Conditions Hydrologic Analysis

(iv) Post-Development Hydrologic Analysis

(v) Stormwater Management System

(vi) Downstream Analysis

(vii) Erosion and Sedimentation Control Plan

(viii) BMP Landscaping Plan

(ix) Inspection and Maintenance Agreement

(x) Evidence of Acquisition of Applicable Local and Non-Local Permits

(xi) Determination of Infeasibility (if applicable)

(xii) Performance Bonds

The City of Cartersville may require the developer to post an irrevocable letter of credit, or other means of security acceptable to the city, prior to the issuance of any land disturbance permit for the construction of a development requiring a stormwater management system, or prior to a final plat in certain situations. The amount of the security shall not be less than the total estimated construction cost of the stormwater management system. The bond required in this section shall include provisions relative to forfeiture for failure to complete work specified in the approved stormwater management plan, compliance with all of the provisions of this ordinance, other applicable laws and regulations, and any time limitations.

The bond shall not be fully released without a final inspection of the completed work by the City of Cartersville Public Works Department, submission of "as-built" plans, a signed maintenance agreement, and a certification of completion by a design engineer that the stormwater management system complies with the approved plan and provisions of this ordinance.

(e) For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures

(i) As-built Drawings

(ii) Hydrology Reports

(iii) Current inspection of existing stormwater management structures with deficiencies noted

(iv) BMP Landscaping Plans

Section 7.5-229. Application Fee. The fee for review of any land development application shall be based on the fee structure established by the City of Cartersville, and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

Section 7.5-230. Application Procedures. Land development applications are handled as part of the process to obtain the land disturbance permit or building permit pursuant to Chapter 6 and/or Chapter 7.5 of the City of Cartersville Code of Ordinance, as applicable. Before any person begins development on a site, the owner of the site shall first obtain approval in accordance with the following procedure:

(a) File a land development application with the City of Cartersville on the City of Cartersville's form of application with the following supporting materials:

(i) the stormwater management plan prepared in accordance with Section 7.5-228(d),

(ii) a certification that the development will be performed in accordance with the stormwater management plan once approved,

(iii) a Runoff Reduction Infeasibility (RRI) Form for Determination of Infeasibility, and

(iv) an acknowledgement that applicant has reviewed the City of Cartersville's form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.

(b) The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.

(c) If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.

(d) If the application and supporting materials are approved, the **City of Cartersville** may issue the associated land disturbance permit or building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan.

Section 7.5-231. Compliance with the Approved Stormwater Management Plan. All development shall be:

(a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and

(b) conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

Section 7.5-232. Inspections to Ensure Plan Compliance During Construction. Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the City of Cartersville or conducted and certified by a professional engineer who has been approved by the City of Cartersville. Inspections shall use the approved stormwater management plan for establishing compliance. All inspections shall be documented with written reports that contain the following information:

(a) The date and location of the inspection;

(b) Whether the stormwater management system is in compliance with the approved stormwater management plan;

(c) Variations from the approved stormwater management plan; and

(d) Any other variations or violations of the conditions of the approved stormwater management plan.

Section 7.5-233. Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement. Upon completion of the development, the applicant is responsible for:

(a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,

(b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,

(c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and

(d) Delivering to the City of Cartersville a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the City of Cartersville with the request for a

final inspection. The City of Cartersville shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

Section 7.5-234. Violations and Enforcement. Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to Chapter 6 and/or Chapter 7.5 of the City of Cartersville Code of Ordinances, as appropriate. To address a violation of this Article, the City of Cartersville shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

(a) Any action or inaction which violates the provisions of this article or the requirements of an approved stormwater management plan or permit may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

(1) *Notice of violation.* If the City of Cartersville determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this article, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this article without having first secured a permit therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:

a. The name and address of the owner or the applicant or the responsible person;

b. The address or other description of the site upon which the violation is occurring;

c. A statement specifying the nature of the violation;

d. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this article and the date for the completion of such remedial action;

e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and

f. A statement that the determination of violation may be appealed to the City of Cartersville by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient).

(2) *Penalties.* In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one (1) or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Cartersville shall first notify the applicant or other responsible person in writing of its intended action, and

shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Cartersville may take any one (1) or more of the following actions or impose any one (1) or more of the following penalties.

a. *Stop work order.* The City of Cartersville may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

b. *Withhold certificate of occupancy.* The City of Cartersville may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

c. *Suspension, revocation or modification of permit.* The City of Cartersville may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the City of Cartersville may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

d. *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City of Cartersville shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient) after the City of Cartersville has taken one (1) or more of the actions described above, the City of Cartersville may impose a penalty not to exceed one thousand dollars ($1,000.00) (depending on the severity of the violation) for each day the violation remains un-remedied after receipt of the notice of violation. If said penalty is not paid within the time presented by the city, the city has the right to enforce said claim in a court of competent jurisdiction and/or in the alternative to pursue the criminal penalties detailed in subsection e. below. Additionally, the penalty shall become a special assessment against the property and shall constitute a lien on the property in the amount of the assessment.

e. *Criminal penalties.* For intentional and flagrant violations of this article, the City of Cartersville may issue a citation to the applicant or other responsible person, requiring such person to appear in municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment for sixty (60) days or both. Each

act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Section 7.5-235. Maintenance by Owner of Stormwater Management Systems Predating Current GSMM. For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

Section 7.5-236. Inspection and Maintenance Agreements.

(a) The owner shall execute an inspection and maintenance agreement with the City of Cartersville obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the City of Cartersville. After the inspection and maintenance agreement has been signed by the owner and the City of Cartersville, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

(b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the City of Cartersville. Upon any sale or transfer of the site, the new owner shall notify the City of Cartersville in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.

(c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:

(i) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the City of Cartersville.

(ii) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

Section 7.5-237. Right of Entry for Maintenance Inspections. The terms of the inspection and maintenance agreement shall provide for the City of Cartersville's right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have

an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then the City of Cartersville shall have the right to enter and make inspections pursuant to the City of Cartersville's general provisions for property maintenance inspections pursuant to the International Property Maintenance Code as adopted by the City of Cartersville and referenced in Chapter 6 of the City of Cartersville Code of Ordinances.

Section 7.5-238. Owner's Failure to Maintain the Stormwater Management System. The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to the City of Cartersville. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

(a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to International Property Maintenance Code as adopted by the City of Cartersville and referenced in Chapter 6 of the City of Cartersville Code of Ordinances; and

(b) To address such a failure to maintain the stormwater management system, the **City of Cartersville** shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.

Section 7.5-239. Effective Date. This Ordinance is effective December 6, 2020.

Section 7.5-240. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: 10-15-2020
SECOND READING: 11-5-2020

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

F. BID AWARD/PURCHASES

1. Guardrail Anchor Repair

Mr. Wilson stated this repair is needed due to an auto accident on North Erwin Street adjacent to Oak Hill Cemetery. An insurance claim has been filed and we expect reimbursement from Allstate. The total for the repair is $5,697.00 from Martin-Robbins Fence Co., Inc.

The funds will come out of the Property & Casualty Insurance Fund until the reimbursement is received.

A motion was made to approve the Guardrail Anchor Repair by Council Member Stepp and was seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

2. Mower Purchase

Mr. Wilson stated this agenda item is a request to purchase a mower to replace one that was damaged last month when one of our trailers was hit from behind in an auto accident. The mower was totaled and we have received compensation from the at fault driver's insurance.

The replacement purchase is from Taylor Outdoor Power Equipment for a Turf Tracer S 48" for $5,993.19.

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

3. Residential Garbage Cart Purchase

Mr. Wilson stated Solid Waste needs to re-stock residential garbage carts. The best bid is from Wastequip for a total of $29,122.64. This will be a truckload (624 carts) at $44.86 each plus shipping costs.

This is a budgeted item.

A motion was made to approve the Contract associated with the Residential Garbage Cart Purchase was by Council Member Fox and was seconded by Council Member Cooley. Motion carried unanimously.
Vote: 6-0

4. Fiber Service to Anheuser Busch

Steven Grier, Network Administrator, stated FiberCom is finalizing a five-year agreement with Anheuser Busch located at 100 Busch Dr. to provide internet service

to them. In order to serve them, FiberCom would like to hire NCI to bore and install fiber conduit to this customer location at a cost of $62,914.65. There will also be some ancillary charges of approximately $13,634.00 for materials and permitting with Georgia Power and the Bartow County Water Department. Anheuser Busch has agreed to pay $15,000 over a 5-year term toward the capital cost of this fiber build.

On completion of this build, we will be closer to the new development along Busch Dr. and it will allow for future expansions under I-75 for a completed fiber ring to the Highland 75 Corporate/Industrial Park.

A motion to approve the Fiber Service to Anheuser Busch was made by Council Member Wren and was seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

5. Diversity Training Agreement with GMA

Mr. Porta stated one of the goals is to provide training for all city employees to assist them in their work environment. We have confirmed with GMA that they can provide all city employees with Diversity Training for a cost of $6,000.

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

6. WPCP – Belt Filter Press Conveyor System Repair

Bob Jones, Water Department Head, stated The Water Pollution Control Plant (WPCP) uses three (3) Ashbrook Simon-Hartley 2-meter belt filter presses (BFP) to dewater residual solids produced as a by-product of wastewater treatment. Presses 1 and 2 were installed in 1991 and Press 3 was installed in 2000. The dewatered solids are transferred from the Press Building into dump trailers by two (2) Serpentix Conveyor belts. Both belts are original equipment installed in 1991 and 2000.

Recently the tensioning system began giving us trouble. The system is near the end of its adjustment due to stretching of the drive links in the belt. Per the manufacturer, belt links are 2-3/4 inches long when new. They recommend replacement of the belt when the links stretch to 3-0 inches. Our drive links are 3-1/4 inches.

A quote for replacement conveyor belts and associated hardware was requested from Serpentix. They have provided the two attached quotes. This is a sole source item due to compatibility with the existing conveyor equipment. The total of both quotes is $102,176.20.

A motion was made to approve the WPCP – Belt Filter Press Conveyor System Repair by Council Member Roth and was seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

G. ENGINEERING SERVICES

1. Fairview Tank Exterior Painting - Engineering

Mr. Jones stated the Fairview Tank is a 5,000,000-gallon steel water storage tank constructed in 1968. The exterior coating has failed and needs to be replaced. Due to the date of construction, the tank has a lead based exterior paint that will require complete removal to bare metal along with full containment of the work area.

Wiedeman and Singleton Engineering (WSE) was asked to provide a proposal to design the safe removal, disposal and recoating of the structure. Because of the lead, WSE will sample and produce a comprehensive report on the existing exterior coating. This report will be provided to prospective contractors who will be prequalified based on experience with lead based paint removal. WSE will evaluate all proposed containment, encapsulation and disposal methods and make a recommendation as to the best proposal for completion of the work. Additionally, WSE will provide project administration and inspection throughout the project. This will be funded by the 2018 Revenue Bond.

Their estimate for these services is $63,515.00.

A motion to approve the Fairview Tank Exterior Painting subject to Mayor and City Clerk signing the contract was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0

H. BID AWARD/PURCHASES

1. Third Payment for 50 (Model X26P) Tasers

Frank McCann, Police Chief, stated on August 8, 2018, the P.D. purchased 50 Taser Model #X26P (electronic control weapons). This purchase was for replacement of our current Tasers at the time which were not supported by Taser any longer.

Taser is sole source item and the price is as follows:

50 Tasers, holsters, cartridges, and down load kit - $70,800.00

Taser has a payment plan for five years and it is as follows:

Year 1	(2018/2019)	$14,800.00
Year 2	(2019/2020)	$14,000.00
Year 3	(2020/2021)	$14,000.00
Year 4	(2021/2022)	$14,000.00
Year 5	(2022/2023)	$14,000.00

Total $70,800.00

We are using a payment plan and I am requesting to pay Taser (Axon) $14,000.00 this fiscal year. We will be using federal asset forfeiture funds to purchase these items. The E-Verify and E-Save documents have been submitted to the police department and are on file.

A motion to approve the Third Payment for 50 (M26P) Tasers was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

I. AUCTION

1. 2011 Chevrolet 1500 4x4 Seized Vehicle

Mr. McCann stated approximately 18 months ago, one of our Investigators assigned to the DEA Task Force seized a 2011 Chevrolet 1500 4X4, pursuant to a multi-state methamphetamine investigation. The vehicle was forfeited to the City of Cartersville and must be auctioned off within 90 days and 90% of the proceeds will be awarded to the City of Cartersville. I am requesting that the council approve the surplus of this forfeited vehicle.

A motion to approve the auction of the 2011 Chevrolet 1500 4x4 Seized Vehicle was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

2. Added Item

A motion was made to add an item to the meeting for the Kyle Russell Painting Proposal for under the Bridge and the purchase of additional Christmas decorations was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

J. OTHER

1. Letter of Engagement for FY 2020 Audit

Tom Rhinehart, Finance Department Head, stated the engagement letter from Mauldin and Jenkins, LLC regarding their services for completing the annual MEAG questionnaire is attached for your review. The MEAG questionnaire is an annual document required by MEAG that the city complete part and the auditor's complete part. The questionnaire gives MEAG an objective view that the city is following GASB standards and that the city's electric fund financial statements are accurately presented. In years past, the audit firm did not supply the city with an engagement letter for the completion of the MEAG questionnaire. The letter spells out the responsibility of the city and the responsibility of the audit firm. There is a charge for this service that is

outside of the audit fees. Mauldin and Jenkins, LLC charges an hourly rate for their work.

A motion to approve the audit of the Letter of Engagement for FY 2020 Audit was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0

2. Letter of Engagement for FY 2020 MEAG Questionnaire

Mr. Rhinehart stated the engagement letter from Mauldin and Jenkins, LLC regarding their services for completing the annual MEAG questionnaire is attached for your review. The MEAG questionnaire is an annual document required by MEAG that the city complete part and the auditor's complete part. The questionnaire gives MEAG an objective view that the city is following GASB standards and that the city's electric fund financial statements are accurately presented. In years past, the audit firm didn't supply the city with an engagement letter for the completion of the MEAG questionnaire. The letter spells out what the city is responsible for and what the audit firm is responsible for. There is a charge for this service that is outside of the audit fees. Mauldin and Jenkins, LLC charges an hourly rate for their work.

A motion to approve the audit of the Letter of Engagement for FY 2020 MEAG Questionnaire was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

3. Church Street Bridge Painting

Mr. Porta stated that Kyle Russell Painting has offered to paint the cross beams ad columns for only the cost of the material which would be $28,000. Ellen Archer and Barry Henderson have been working with Mr. Russell on this proposal and feels that this is a good opportunity to update the look of the bridge at a reduced cost. The color being discussed is a medium to dark bronze color. Fees will be paid from the Hotel Motel Tax Fund

A motion to approve the Kyle Russell Bridge Painting Proposal was made by Council Member Hodge and was seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

4. Christmas Decoration Silhouette Purchase

Mr. Porta stated the purchase additional Christmas Decoration Silhouettes that attach to the light posts would complete the replacement of the items that was started last fiscal year. The proposed cost for the 61 silhouettes is $26,630.50.

A motion to approve the Christmas Decoration Silhouette Purchase was made by Council Member Hodge and was seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

K. MONTHLY FINANCIAL STATEMENT

1. August 2020 Financial Report

Tom Rhinehart, Finance Department Head, compared the August 2020 Financial Report to that of August 2019.

Mr. Porta stated that City of Cartersville is doing very well compared to years past. He also stated that the Governor has stated that Phase Two and Phase Three of the Cares Act Funding have been revoked to pay the Employee Trust Fund.

L. DISCUSSION

1. Downtown Entertainment District

Mayor Matthew Santini stated this is a discussion item to gather citizen input on the possibility of a Downtown Entertainment District. Mayor Santini also stated that the first portion of the discussion would be for the Council Members to discuss ideas for parameters and the second portion of the discussion would be to allow public to come forward to speak for or against the proposals.

Council Member Stepp stated that Council entertained the idea of a Downtown Entertainment District in 2018 but never succeeded. Mr. Stepp stated that he was born and raised in Cartersville and has a vested interest in what the City does. Furthermore, he explained the mapped area would allow patrons to walk from one establishment to the next with an open container. With respect to the local religious establishments, the idea of having set hours for the Downtown Entertainment Zone could be beneficial with possibly Thursday-Saturday and certain holidays such as Fourth of July and New Years Eve.

Council Member Hodge questions Mr. Lovell if the Downtown Entertainment District would supersede the Festival Zone District. Mr. Lovell explained that if the map includes the area of the Festival Zone District, then yes, it would supersede. However, if the Festival Zone District is not included in the Downtown Entertainment District, then no, it would not supersede.

Mayor Santini stated that the Festival Zone would need to remain if the Downtown Entertainment District is ultimately approved by Council.

Council Member Roth stated the Festival Zone District is in place but does not always work effectively. There are boundaries in which the Festival Zone District is located, however, there are no barriers to enforce such boundaries. Furthermore, Mr. Roth stated that he believed the Downtown Entertainment District would change the view and character of our City.

Mayor Santini stated that the ordinance and map are just an idea of what it could possibly look like and is not a direct representation of what is being proposed.

Mayor Santini opens the discussion for anyone in the audience to come forward to speak for or against the Downtown Entertainment District.

Grady Clark, pastor of Calvary Chapel River Oaks of 232 Nelson St., Cartersville, came forward to speak against the Downtown Entertainment District.

Bob Lawrence of 53 Stonewall St. came forward to speak against the Downtown Entertainment District.

Kenneth Dowdy, pastor of Floyd Creek Baptist Church of 14 Currant St., came forward to speak against the Downtown Entertainment District.

Jennifer Capes, of 8 Granger Drive, also owner of Coconuts Ice Cream located at 115 S. Gilmer St. came forward to speak against the Downtown Entertainment District.

Will Dowdy, of Rome, Ga., came forward to speak against the Downtown Entertainment District.

Janet Thornbrough, 34 W. Main St. came forward to speak against the Downtown Entertainment District.

Ronald May, 224 Walker Hill Circle came forward to speak against the Downtown Entertainment District.

Ron Goss, 120 W. Cherokee Avenue, came forward to speak against the Downtown Entertainment District.

Allan Sanders, 41 Whistlestop Drive, came forward to speak for the Downtown Entertainment District.

Jennifer Smith, 11 Noble Street, came forward to speak for the Downtown Entertainment District.

Sam Franklin, 14 Riverside Court, came forward to speak against the Downtown Entertainment District.

Ted Thornbrough, 34 W. Main St. came forward to speak against the Downtown Entertainment District.

Lillie Read, came forward to read a statement from Justin Owen, owner of Owen Security and 101 on Main who was for the Downtown Entertainment District.

Brian Waters, Cartersville, GA., came forward to speak against the Downtown Entertainment District.

IV. TABLED

A. Public Hearing – 2nd Reading of Zoning/Annexation Request

1. AZ20-04 175 E. Main St. – Tabled until November 5, 2020
2. Z20-03 175 E. Main St. – Tabled until November 5, 2020
3.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Post Construction Stormwater Management for New Development and Redevelopment
DEPARTMENT SUMMARY RECOMMENDATION:	The Georgia Environmental Protection Division (EPD) requires local jurisdictions with Municipal Separate Storm Sewer System (MS4) permits to adopt ordinances, or update existing ordinances when necessary, for compliance with their MS4 permit, in order to address development and redevelopment, and enforce post-construction controls. Recent updates to the MS4 permit now require the stormwater management system to be designed to retain the first 1.0 inch of rainfall on the site, to the maximum extent practicable, and has prompted an update to existing ordinances. This Model Ordinance was drafted for use by local jurisdictions in the Metropolitan North Georgia Water Planning District (District) and was adopted by the District Board on December 4, 2019. The Model Ordinance was developed to match the substance and language of the current MS4 permit and the Georgia Stormwater Management Manual (GSMM). Jurisdictions within the District also have requirements to adopt ordinances that "provide for effective storm-water management [and]... shall also include minimum design and development standards for local development as it may affect stormwater runoff quality and stormwater conveyance" as outlined in the District's enabling legislation. In the District Water Resource Management Plan (Plan), action items are identified for integrated water resource planning and management. These action items are implemented by local jurisdictions, and implementation is periodically audited by the EPD. Within the Plan, the Watershed-1 action item states, "… that each local government shall adopt the Model Ordinance or an equivalent ordinance at least as effective based on the guidance in the latest GSMM and MS4 permit as applicable. This model ordinance meets the requirements by the EPD and the District. Public Works recommends replacing the previous Post -

	Construction Stormwater Management for New Development and Redevelopment Ordinance with this edited model ordinance.
LEGAL:	N/A

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 7.5 - DEVELOPMENT REGULATIONS. ARTICLE IX. - POST-DEVELOPMENT STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT, is hereby deleted in its entirety and replaced as follows:

1.

Article IX. Post-Construction Stormwater Management for New Development and Redevelopment.

Section 7.5 - 221. Purpose and Intent. The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post- construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the **City of Cartersville** is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

Section 7.5-222. Definitions. For this Article, the terms below shall have the following meanings:

"administrator" means the person appointed to administer and implement this Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section 7.5-224.

"applicant" means a person submitting a land development application for approval.

"BMP" or "best management practice" means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

"BMP landscaping plan" means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

"channel" means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

"detention" means the temporary storage of stormwater runoff in a stormwater detention facility for the purpose of controlling the peak discharge.

"detention facility" means a structure designed for the storage and gradual release of stormwater runoff at controlled rates.

"development" means new development or redevelopment.

"extended detention" means the storage of stormwater runoff for an extended period of time.

"extreme flood protection" means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

"flooding" means a volume of surface water that exceeds the banks or walls of a BMP, or channel; and overflows onto adjacent lands.

"GSMM" means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.

"hotspot" means a land use or activity on a site that has the potential to produce higher than normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

"impervious surface" means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into the soil.

"Industrial Stormwater General Permit" means the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry for stormwater discharges associated with industrial activity. The permit regulates pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies based on Standard Industrial Classification (SIC) Code.

"infiltration" means the process of percolating stormwater runoff into the subsoil.

"inspection and maintenance agreement" means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management system and its components on a site.

"land development application" means the application for a land development permit on a form provided by the City of Cartersville along with the supporting documentation required in Section 7.5-230.

"land development permit" means the authorization necessary to begin construction-related, land-disturbing activity

"land disturbing activity" means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing activity does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

"linear transportation projects" means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

"MS4 Permit" means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the City of Cartersville's municipal separate storm sewer system.

"new development" means land disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

"nonpoint source pollution" means a form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

"overbank flood protection" means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain).

"owner" means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

"person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

"post-construction stormwater management" means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

"post-development" means the conditions anticipated to exist on site immediately after completion of the proposed development.

"practicability policy" means the latest edition of the Metropolitan North Georgia Water Planning District's Policy on Practicability Analysis for Runoff Reduction.

"pre-development" means the conditions that exist on a site immediately before the implementation of the proposed development. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time before the first item being approved or permitted shall establish pre-development conditions.

"pre-development hydrology" means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

"previously developed site" means a site that has been altered by paving, construction, and/or land disturbing activity.

"redevelopment" means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

"routine maintenance" means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

"runoff" means stormwater runoff.

"site" means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

"stormwater concept plan" means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

"stormwater management plan" means a plan for post-construction stormwater management at the site that meets the requirements of Section 7.5-228 and is included as part of the land development application.

"stormwater management standards" means those standards set forth in Section 7.5-227.

"stormwater management system" means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater runoff in a manner designed to prevent increased flood damage,

streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

"stormwater runoff" means flow on the surface of the ground, resulting from precipitation.

"subdivision" means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the City of Cartersville's MS4 permit.

Section 7.5-223. Adoption and Implementation of the GSMM; Conflicts and Inconsistencies.

(a) In implementing this Article, the City of Cartersville shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.

(b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the City of Cartersville's MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.

(c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

Section 7.5-224. Designation of Administrator. The City Engineer is to administer and implement this Article.

Section 7.5-225. Applicability Criteria for Stormwater Management Standards. This Article applies to the following activities:

(a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater;

(b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;

(c) New development and redevelopment if

(i) such new development or redevelopment is part of a subdivision or other common plan of development, and

(ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;

(d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and

(e) Linear transportation projects that exceed the threshold in (a) or (b) above.

Section 7.5-226. Exemptions from Stormwater Management Standards. This Article does not apply to the following activities:

(a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;

(b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;

(c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;

(d) Repairs to any stormwater management system deemed necessary by the administrator;

(e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 7.5-225 (a) or (b);

(f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 7.5-225 (a) or (b);

(g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and

(h) Single-family or duplex residential lots platted prior to the adoption of this ordinance, whether or not they are part of a subdivision or phased development project.

(i) Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;

(j) Additions or modifications to existing single-family or duplex residential structures;

Section 7.5-227. Stormwater Management Standards. Subject to the applicability criteria in Section 7.5-225 and exemptions in Section 7.5-226, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

(a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

(b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):

(i) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
(ii) Natural Drainage Divides and Patterns,
(iii) Natural Drainage Features (e.g., swales, basins, depressional areas),
(iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
(v) Predominant soils (including erodible soils and karst areas), and
(vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.

(c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.

(d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be provided by using the following:

(i) For development with a stormwater management plan submitted before December 6, 2020, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.

(ii) For development with a stormwater management plan submitted on or after December 6, 2020, the applicant shall choose (A) Runoff Reduction and additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.

(A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.

(B) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2-inch rainfall event.

(iii) If a site is determined to be a hotspot as detailed in Section 7.5-225, the City of Cartersville may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.

(e) Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:

(i) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;

(ii) Erosion prevention measures, such as energy dissipation and velocity control; and

(iii) Preservation of any applicable stream buffer.

(f) Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.

(g) Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.

(h) Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that

there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.

(i) Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the City of Cartersville, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section 7.5-236.

Section 7.5-228. Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

(a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the City of Cartersville. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the City of Cartersville when applying for a Determination of Infeasibility through the Practicability Policy.

(b) The stormwater concept plan shall be prepared using the minimum following steps:

(i) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).

(ii) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).

(iii) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).

(c) The stormwater concept plan shall contain:

(i) Common address and legal description of the site,

(ii) Vicinity map, and

(iii) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:

(A) Existing and proposed topography (minimum of 2-foot contours),

(B) Perennial and intermittent streams,

(C) Mapping of predominant soils from USDA soil surveys,

(D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,

(E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),

(F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,

(G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,

(H) Preliminary estimates of unified stormwater sizing criteria requirements,

(I) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,

(J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,

(K) Flow paths,

(L) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and

(M) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

(d) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the

state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

(i) Natural Resources Inventory

(ii) Stormwater Concept Plan

(iii) Existing Conditions Hydrologic Analysis

(iv) Post-Development Hydrologic Analysis

(v) Stormwater Management System

(vi) Downstream Analysis

(vii) Erosion and Sedimentation Control Plan

(viii) BMP Landscaping Plan

(ix) Inspection and Maintenance Agreement

(x) Evidence of Acquisition of Applicable Local and Non-Local Permits

(xi) Determination of Infeasibility (if applicable)

(xii) Performance Bonds

The City of Cartersville may require the developer to post an irrevocable letter of credit, or other means of security acceptable to the city, prior to the issuance of any land disturbance permit for the construction of a development requiring a stormwater management system, or prior to a final plat in certain situations. The amount of the security shall not be less than the total estimated construction cost of the stormwater management system. The bond required in this section shall include provisions relative to forfeiture for failure to complete work specified in the approved stormwater management plan, compliance with all of the provisions of this ordinance, other applicable laws and regulations, and any time limitations.

The bond shall not be fully released without a final inspection of the completed work by the City of Cartersville Public Works Department, submission of “as-built” plans, a signed maintenance agreement, and a certification of completion by a design engineer that the stormwater management system complies with the approved plan and provisions of this ordinance.

(e) For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures

(i) As-built Drawings

(ii) Hydrology Reports

(iii) Current inspection of existing stormwater management structures with deficiencies noted

(iv) BMP Landscaping Plans

Section 7.5-229. Application Fee. The fee for review of any land development application shall be based on the fee structure established by the City of Cartersville, and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

Section 7.5-230. Application Procedures. Land development applications are handled as part of the process to obtain the land disturbance permit or building permit pursuant to Chapter 6 and/or Chapter 7.5 of the City of Cartersville Code of Ordinance, as applicable. Before any person begins development on a site, the owner of the site shall first obtain approval in accordance with the following procedure:

(a) File a land development application with the City of Cartersville on the City of Cartersville's form of application with the following supporting materials:

(i) the stormwater management plan prepared in accordance with Section 7.5-228(d),

(ii) a certification that the development will be performed in accordance with the stormwater management plan once approved,

(iii) a Runoff Reduction Infeasibility (RRI) Form for Determination of Infeasibility, and

(iv) an acknowledgement that applicant has reviewed the City of Cartersville's form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.

(b) The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.

(c) If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.

(d) If the application and supporting materials are approved, the **City of Cartersville** may issue the associated land disturbance permit or building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan.

Section 7.5-231. Compliance with the Approved Stormwater Management Plan. All development shall be:

(a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and

(b) conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

Section 7.5-232. Inspections to Ensure Plan Compliance During Construction. Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the City of Cartersville or conducted and certified by a professional engineer who has been approved by the City of Cartersville. Inspections shall use the approved stormwater management plan for establishing compliance. All inspections shall be documented with written reports that contain the following information:

(a) The date and location of the inspection;

(b) Whether the stormwater management system is in compliance with the approved stormwater management plan;

(c) Variations from the approved stormwater management plan; and

(d) Any other variations or violations of the conditions of the approved stormwater management plan.

Section 7.5-233. Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement. Upon completion of the development, the applicant is responsible for:

(a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,

(b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,

(c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and

(d) Delivering to the City of Cartersville a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the City of Cartersville with the request for a final inspection. The City of Cartersville shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

Section 7.5-234. Violations and Enforcement. Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to Chapter 6 and/or Chapter 7.5 of the City of Cartersville Code of Ordinances, as appropriate. To address a violation of this Article, the City of Cartersville shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

(a) Any action or inaction which violates the provisions of this article or the requirements of an approved stormwater management plan or permit may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

(1) *Notice of violation.* If the City of Cartersville determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this article, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this article without having first secured a permit therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:

a. The name and address of the owner or the applicant or the responsible person;

b. The address or other description of the site upon which the violation is occurring;

c. A statement specifying the nature of the violation;

d. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this article and the date for the completion of such remedial action;

e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and

f. A statement that the determination of violation may be appealed to the City of Cartersville by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient).

(2) *Penalties.* In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one (1) or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Cartersville shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Cartersville may take any one (1) or more of the following actions or impose any one (1) or more of the following penalties.

a. *Stop work order.* The City of Cartersville may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

b. *Withhold certificate of occupancy.* The City of Cartersville may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

c. *Suspension, revocation or modification of permit.* The City of Cartersville may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the City of Cartersville may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

d. *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City of Cartersville shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient) after the City of Cartersville has taken one (1) or more of the actions described above, the City of Cartersville may impose a penalty not to exceed one thousand dollars ($1,000.00) (depending on the severity of the violation) for each day the violation remains un-remedied after receipt of the notice of violation. If said penalty is not paid within the time presented by the city, the city has the right to enforce said claim in a court of competent jurisdiction and/or in the alternative to pursue the criminal penalties detailed in subsection e. below. Additionally, the penalty shall become a special assessment against the property and shall constitute a lien on the property in the amount of the assessment.

e. *Criminal penalties.* For intentional and flagrant violations of this article, the City of Cartersville may issue a citation to the applicant or other responsible person, requiring such person to appear in municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment for sixty (60) days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Section 7.5-235. Maintenance by Owner of Stormwater Management Systems Predating Current GSMM. For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

Section 7.5-236. Inspection and Maintenance Agreements.

(a) The owner shall execute an inspection and maintenance agreement with the City of Cartersville obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the City of Cartersville. After the inspection and maintenance agreement has been signed by the owner and the City of Cartersville, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

(b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the City of Cartersville. Upon any sale or transfer of the site, the new owner shall notify the City of Cartersville in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to

date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.

(c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:

(i) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the City of Cartersville.

(ii) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

Section 7.5-237. Right of Entry for Maintenance Inspections. The terms of the inspection and maintenance agreement shall provide for the City of Cartersville's right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then the City of Cartersville shall have the right to enter and make inspections pursuant to the City of Cartersville's general provisions for property maintenance inspections pursuant to the International Property Maintenance Code as adopted by the City of Cartersville and referenced in Chapter 6 of the City of Cartersville Code of Ordinances.

Section 7.5-238. Owner's Failure to Maintain the Stormwater Management System. The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to the City of Cartersville. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

(a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to International Property Maintenance Code as adopted by the City of Cartersville and referenced in Chapter 6 of the City of Cartersville Code of Ordinances**;** and

(b) To address such a failure to maintain the stormwater management system, the **City of Cartersville** shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.

Section 7.5-239. Effective Date. This Ordinance is effective December 6, 2020.

Section 7.5-240. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

_____
MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Model Ordinance and Adoption Guidance Document

Overview: Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment

This document provides the 2019 Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment (Model Ordinance) and supplementary materials to support adoption by local jurisdictions. This material can be found in the appendices and includes mandatory edits, local enhancements, and changes from the 2002 model ordinance.

The Georgia Environmental Protection Division (EPD) requires local jurisdictions with Municipal Separate Storm Sewer System (MS4) permits to adopt ordinances, or update existing ordinances when necessary, for compliance with their MS4 permit, in order to address development and redevelopment, and enforce post-construction controls. Recent updates to the MS4 permit now require the stormwater management system to be designed to retain the first 1.0 inch of rainfall on the site, to the maximum extent practicable, and has prompted an update to existing ordinances.

The Model Ordinance was drafted for use by local jurisdictions in the Metropolitan North Georgia Water Planning District (District) and was adopted by the District Board on December 4, 2019. The Model Ordinance was developed to match the substance and language of the current MS4 permit and the Georgia Stormwater Management Manual (GSMM). The Model Ordinance is provided in *Appendix A.*

Jurisdictions within the District also have requirements to adopt ordinances that "provide for effective storm-water management [and]... shall also include minimum design and development standards for local development as it may affect stormwater runoff quality and stormwater conveyance" as outlined in the District's enabling legislation. In the District Water Resource Management Plan (Plan), action items are identified for integrated water resource planning and management. These action items are implemented by local jurisdictions, and implementation is periodically audited by the EPD. Within the Plan, the Watershed-1 action item states, "… that each local government shall adopt the Model Ordinance or an equivalent ordinance at least as effective based on the guidance in the latest GSMM and MS4 permit as applicable."

The Model Ordinance was developed to be readily usable by most local jurisdictions, but mandatory edits, which are set forth in *Appendix B*, are necessary as part of the local adoption process. Based on local conditions and policy goals, local jurisdictions should also consider making enhancements, which are also set forth in *Appendix C*. Most of the enhancements are optional, with the exception of Enhancement 3: Trout Streams, which is required for local jurisdictions that have designated trout streams as defined by Georgia Water Use Classifications and Water Quality Standards [Rule 391-3-6-.03 (15)].

Local jurisdictions may want to consider procedural changes to match local permitting and enforcement processes and preferences. Some local jurisdictions may also desire to make further substantive changes to the Model Ordinance, or otherwise customize their ordinance for post-construction stormwater management. These further changes and customizations are allowable so long as their substance meets the requirements of a local jurisdiction's MS4 permit and they are "at least as effective" as the Model Ordinance. However, given that the Model Ordinance was developed to meet

the MS4 permit requirements and establish an effective baseline for the District, care should be used in making further substantive changes and customizations. EPD is responsible for determining MS4 permit and District Plan compliance, which includes determining whether changes and customizations are "at least as effective."

Mandatory Edits

When preparing the model ordinance for local adoption, the local jurisdiction must make some edits. It is strongly recommended to use the Model Ordinance as the starting point for local customization to take full advantage of improvements in the document related clarity for implementation and use of terms. Mandatory edits are highlighted within the Model Ordinance by mandatory edit prompts shown as bold text with brackets (e.g. **[local jurisdiction]**). If your jurisdiction uses equivalent manuals or standards, please note that there are no prompts for edits to this language. For example, if you use an equivalent manual to the GSMM, then you should use find/replace to include the name of your jurisdiction's manual. A summary of the mandatory edits, locations within the Model Ordinance, and additional comments can be found in *Appendix B.*

Enhancements

Enhancements are being offered to facilitate customization of the Model Ordinance by local governments to match local policy goals and environment. As stated earlier, most of the enhancements are optional with the exception of Trout Streams, which is required for communities that have designated trout streams as defined by Georgia Water Use Classifications and Water Quality Standards [Rule 391-3-6-.03 (15)].

Appendix C contains the following Model Ordinance enhancements:

1. Construction Sequencing
2. Pre-Development Hydrology
3. Trout Streams

Each enhancement will include:

- A purpose statement;
- Specific language that could be added to the Model Ordinance; and
- Edits showing how to modify the Model Ordinance to include the enhancement.

Model Ordinance Supplemental Materials

The District has prepared supplemental materials to support the adoption of the Model Ordinance and outline the differences between the 2002 Model Ordinance and the 2019 Model Ordinance. The Model Ordinance Crosswalk provides an overview of the relationship between the 2002 and 2019 model ordinances. It can be found in *Appendix D*. The Model Ordinance Redline identifies the specific, extensive edits made to the 2002 Model Ordinance during the update. This document can be found in *Appendix E*.

Appendices

Appendix A: 2019 Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment

Appendix B: Mandatory Edits

Appendix C: Enhancements

Appendix D: Model Ordinance Crosswalk

Appendix E: Model Ordinance Redline

Appendix A:

2019 Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment

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Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment

Article [X]. Post-Construction Stormwater Management for New Development and Redevelopment.

Section [Y]-1. Purpose and Intent. The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post- construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the **[local jurisdiction]** is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

Section [Y]-2. Definitions. For this Article, the terms below shall have the following meanings:

"administrator" means the person appointed to administer and implement this Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section [Y]-4.

"applicant" means a person submitting a land development application for approval.

"BMP" or "best management practice" means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

"BMP landscaping plan" means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

"channel" means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

"detention" means the temporary storage of stormwater runoff in a stormwater detention facility for the purpose of controlling the peak discharge.

"detention facility" means a structure designed for the storage and gradual release of stormwater runoff at controlled rates.

"development" means new development or redevelopment.

"extended detention" means the storage of stormwater runoff for an extended period of time.

"extreme flood protection" means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

"flooding" means a volume of surface water that exceeds the banks or walls of a BMP, or channel; and overflows onto adjacent lands.

"GSMM" means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.

"hotspot" means a land use or activity on a site that has the potential to produce higher than normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

"impervious surface" means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into the soil.

"Industrial Stormwater General Permit" means the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry for stormwater discharges associated with industrial activity. The permit regulates pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies based on Standard Industrial Classification (SIC) Code.

"infiltration" means the process of percolating stormwater runoff into the subsoil.

"inspection and maintenance agreement" means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management system and its components on a site.

"land development application" means the application for a land development permit on a form provided by **[local jurisdiction]** along with the supporting documentation required in Section [Y]-10(a).

"land development permit" means the authorization necessary to begin construction-related, land-disturbing activity

"land disturbing activity" means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing activity does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

"linear feasibility program" means a feasibility program developed by **[local jurisdiction]** and submitted to the Georgia Environmental Protection Division, which sets reasonable criteria for determining when implementation of stormwater management standards for linear transportation projects being constructed by **[local jurisdiction]** is infeasible.

"linear transportation projects" means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

"MS4 Permit" means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the **[local jurisdiction's]** municipal separate storm sewer system.

"new development" means land disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

"nonpoint source pollution" means a form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

"overbank flood protection" means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain).

"owner" means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

"person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

"post-construction stormwater management" means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

"post-development" means the conditions anticipated to exist on site immediately after completion of the proposed development.

"practicability policy" means the latest edition of the Metropolitan North Georgia Water Planning District's Policy on Practicability Analysis for Runoff Reduction.

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"pre-development" means the conditions that exist on a site immediately before the implementation of the proposed development. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time before the first item being approved or permitted shall establish pre-development conditions.

"pre-development hydrology" means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

"previously developed site" means a site that has been altered by paving, construction, and/or land disturbing activity.

"redevelopment" means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

"routine maintenance" means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

"runoff" means stormwater runoff.

"site" means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

"stormwater concept plan" means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

"stormwater management plan" means a plan for post-construction stormwater management at the site that meets the requirements of Section [Y]-8(d) and is included as part of the land development application.

"stormwater management standards" means those standards set forth in Section [Y]-7.

"stormwater management system" means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration, treatment, and

disposal of stormwater runoff in a manner designed to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

"stormwater runoff" means flow on the surface of the ground, resulting from precipitation.

"subdivision" means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the **[local jurisdiction's]** MS4 permit.

Section [Y]-3. Adoption and Implementation of the GSMM; Conflicts and Inconsistencies.

(a) In implementing this Article, the **[local jurisdiction]** shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.

(b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the **[local jurisdiction's]** MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.

(c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

Section [Y]-4. Designation of Administrator. The **[INSERT AS APPROPRIATE - county administrator / county chief executive officer / mayor / city manager]** may from time to time appoint someone to administer and implement this Article.

Section [Y]-5. Applicability Criteria for Stormwater Management Standards. This Article applies to the following activities:

(a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater;

(b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;

(c) New development and redevelopment if

(i) such new development or redevelopment is part of a subdivision or other common plan of development, and

(ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;

(d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and

(e) Linear transportation projects that exceed the threshold in (a) or (b) above.

Section [Y]-6. Exemptions from Stormwater Management Standards. This Article does not apply to the following activities:

(a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;

(b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;

(c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;

(d) Repairs to any stormwater management system deemed necessary by the administrator;

(e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [Y]-5 (a) or (b);

(f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [Y]-5 (a) or (b);

(g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and

(h) Linear transportation projects being constructed by **[local jurisdiction]** to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report that is compliant with the **[local jurisdiction]** linear feasibility program shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.

Section [Y]-7. Stormwater Management Standards. Subject to the applicability criteria in Section [Y]-5 and exemptions in Section [Y]-6, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

(a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

(b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):

(i) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
(ii) Natural Drainage Divides and Patterns,
(iii) Natural Drainage Features (e.g., swales, basins, depressional areas),
(iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
(v) Predominant soils (including erodible soils and karst areas), and
(vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.

(c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.

(d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be provided by using the following:

(i) For development with a stormwater management plan submitted before **[insert applicable date]**, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.

(ii) For development with a stormwater management plan submitted on or after **[insert applicable date]**, the applicant shall choose (A) Runoff Reduction and

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additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.

(A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.

(B) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2 inch rainfall event.

(iii) If a site is determined to be a hotspot as detailed in Section [Y]-5, the **[local jurisdiction]** may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.

(e) Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:

(i) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;

(ii) Erosion prevention measures, such as energy dissipation and velocity control; and

(iii) Preservation of any applicable stream buffer.

(f) Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.

(g) Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.

(h) Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal

downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.

(i) Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the **[local jurisdiction]**, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section [Y]-16.

Section [Y]-8. Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

(a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the **[local jurisdiction]**. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the **[local jurisdiction]** when applying for a Determination of Infeasibility through the Practicability Policy.

(b) The stormwater concept plan shall be prepared using the minimum following steps:

(i) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).

(ii) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).

(iii) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).

(c) The stormwater concept plan shall contain:

(i) Common address and legal description of the site,

(ii) Vicinity map, and

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(iii) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:

(A) Existing and proposed topography (minimum of 2-foot contours),

(B) Perennial and intermittent streams,

(C) Mapping of predominant soils from USDA soil surveys,

(D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,

(E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),

(F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,

(G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,

(H) Preliminary estimates of unified stormwater sizing criteria requirements,

(I) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,

(J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,

(K) Flow paths,

(L) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and

(M) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

(d) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the

state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

(i) Natural Resources Inventory

(ii) Stormwater Concept Plan

(iii) Existing Conditions Hydrologic Analysis

(iv) Post-Development Hydrologic Analysis

(v) Stormwater Management System

(vi) Downstream Analysis

(vii) Erosion and Sedimentation Control Plan

(viii) BMP Landscaping Plan

(ix) Inspection and Maintenance Agreement

(x) Evidence of Acquisition of Applicable Local and Non-Local Permits

(xi) Determination of Infeasibility (if applicable)

(e) For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures

(i) As-built Drawings

(ii) Hydrology Reports

(iii) Current inspection of existing stormwater management structures with deficiencies noted

(iv) BMP Landscaping Plans

Section [Y]-9. Application Fee. The fee for review of any land development application shall be based on the fee structure established by the **[local jurisdiction]**, and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

Section [Y]-10. Application Procedures. Land development applications are handled as part of the process to obtain the land disturbance permit pursuant to **[insert local ordinance reference]** or building permit **[insert local ordinance reference]**, as applicable. Before any person begins development on a site, the owner of the site shall first obtain approval in accordance with the following procedure:

(a) File a land development application with the **[local jurisdiction]** on the **[local jurisdiction's]** form of application with the following supporting materials:

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(i) the stormwater management plan prepared in accordance with Section [Y]-8 (d),

(ii) a certification that the development will be performed in accordance with the stormwater management plan once approved,

(iii) a **[Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy]**, and

(iv) an acknowledgement that applicant has reviewed the **[local jurisdiction's]** form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.

(b) The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.

(c) If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.

(d) If the application and supporting materials are approved, the **[local jurisdiction]** may issue the associated land disturbance permit or building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan.

Section [Y]-11. Compliance with the Approved Stormwater Management Plan. All development shall be:

(a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and

(b) conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

Section [Y]-12. Inspections to Ensure Plan Compliance During Construction. Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the **[local jurisdiction]** or conducted and certified by a professional engineer who has been approved by the **[local jurisdiction]**. Inspections shall use the approved stormwater management plan for

establishing compliance. All inspections shall be documented with written reports that contain the following information:

(a) The date and location of the inspection;

(b) Whether the stormwater management system is in compliance with the approved stormwater management plan;

(c) Variations from the approved stormwater management plan; and

(d) Any other variations or violations of the conditions of the approved stormwater management plan.

Section [Y]-13. Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement. Upon completion of the development, the applicant is responsible for:

(a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,

(b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,

(c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and

(d) Delivering to **[local jurisdiction]** a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the **[local jurisdiction]** with the request for a final inspection. The **[local jurisdiction]** shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

Section [Y]-14. Violations and Enforcement. Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to **[insert local ordinance reference]** or the underlying building permit pursuant to **[insert local ordinance reference]**. To address a violation of this Article, the **[local jurisdiction]** shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits,

including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

Section [Y]-15. Maintenance by Owner of Stormwater Management Systems Predating Current GSMM. For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

Section [Y]-16. Inspection and Maintenance Agreements.

(a) The owner shall execute an inspection and maintenance agreement with the **[local jurisdiction]** obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the **[local jurisdiction]**. After the inspection and maintenance agreement has been signed by the owner and the **[local jurisdiction]**, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

(b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the **[local jurisdiction]**. Upon any sale or transfer of the site, the new owner shall notify the **[local jurisdiction]** in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.

(c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:

(i) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the **[local jurisdiction]**.

(ii) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

Section [Y]-17. Right of Entry for Maintenance Inspections. The terms of the inspection and maintenance agreement shall provide for the **[local jurisdiction's]** right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have

an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then the **[local jurisdiction]** shall have the right to enter and make inspections pursuant to the **[local jurisdiction's]** general provisions for property maintenance inspections pursuant to **[insert reference to existing local ordinance providing for right of entry and inspections for general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]**.

Section [Y]-18. Owner's Failure to Maintain the Stormwater Management System. The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to **[local jurisdiction]**. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

(a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to **[insert reference to existing local ordinance on violations of general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]** and

(b) To address such a failure to maintain the stormwater management system, the **[local jurisdiction]** shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.

Appendix B:

Mandatory Edits

Overview of Mandatory Edits

MANDATORY EDIT PROMPT	LANGUAGE	LOCATION IN MODEL ORDINANCE	NOTES
Local jurisdiction	The name of your jurisdiction	*36 Instances* Section [Y]-1 has one; Section [Y]-2 has five; Section [Y]-3 has two; Section [Y]-6 has two; Section [Y]-7 has two; Section [Y]-8 has two; Section [Y]-9 has one; Section [Y]-10 has four; Section [Y]-12 has two; Section [Y]-13 has three; Section [Y]-14 has one; Section [Y]-16 has six; Section [Y]-17 has three; Section [Y]-18 has two.	
INSERT AS APPROPRIATE - county administrator / county chief executive officer / mayor / city manager	The title of the person appointed to administer and implement this Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section [Y]-4	*One Instance* Section [Y]-4	This person could also be a departmental director with similar decision-making authority.
Insert local ordinance reference	No recommended language	*Four Instances* Section [Y]-10 has two; Section [Y]-14 has two.	The local jurisdiction must reference the code section (land disturbance permit and building permit) for each applicable prompt.

MANDATORY EDIT PROMPT	LANGUAGE	LOCATION IN MODEL ORDINANCE	NOTES
Insert applicable date	Choose a date based on description: December 6, 2020 – for Phase II MS4 Permittees December 10, 2020 - for Phase I MS4 Permittees and local jurisdictions without an MS4 Permit	*Two Instances* Section [Y]-7(d)(i) and (ii)	This prompt supports the Municipal Separate Storm Sewer System (MS4) Permit requirement for adoption of the Stormwater Management Standard for Stormwater Runoff Quality/ Reduction.
Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy	Insert the name of the documentation that an owner should submit to show that it is infeasible to apply the stormwater runoff quality/ reduction standard. In 2020, the District will publish a Policy on Practicability Analysis for Runoff Reduction that may be used by the local jurisdiction for this prompt. If a jurisdiction choses to adopt the District Guide, no update to this language is needed.	*One Instance* Section [Y]-10(a)(iii)	Language from the Municipal Separate Storm Sewer Permit requiring this documentation, "The determination by the **[local jurisdiction]** that it is infeasible to apply the stormwater runoff quality/reduction standard, on part or all of a project, must be documented with the site plan review documents."
Insert reference to existing local ordinance providing for right of entry and inspections for general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance	No recommended language	*One Instance* Section [Y]-17	The local jurisdiction must reference their code regarding right of entry and inspections. Incorporating by reference existing administrative procedures of the local jurisdiction is intended to simplify implementation and enforcement.

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MANDATORY EDIT PROMPT	LANGUAGE	LOCATION IN MODEL ORDINANCE	NOTES
Insert reference to existing local ordinance on violations of general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance	No recommended language	*One Instance* Section [Y]-18(a)	The local jurisdiction must reference their code regarding existing local ordinance on violations of general property maintenance obligations. Incorporating by reference existing administrative procedures of the local jurisdiction is intended to simplify implementation and enforcement

Appendix C:
Enhancements

Enhancement 1: Construction Sequencing

Purpose

Stormwater best management practices (BMPs) in the Georgia Stormwater Management Manual must be installed correctly to be effective. For example, sites for infiltration practices must be protected from compaction and sedimentation. A construction sequencing plan provides the local jurisdiction an opportunity to emphasize the different needs for these BMPs during construction and enforce proper construction practices.

Language

Definition
"construction sequencing plan" means a document noting the sequence of construction and identification of infiltration zones for protection during staged installation of permanent post-construction BMPs to ensure suitable site conditions such as avoiding soil compaction by heavy equipment in areas designated for infiltration BMPs.

Edits to Model Ordinance to include this enhancement

- Add the construction sequencing plan definition (provided in *Language* above) to Section [Y]-2. Definitions. Definitions are listed in alphabetical order.
- Require the construction sequencing plan to be part of the Stormwater Management Plan by adding it to the list in Section [Y]-8 (d) as a new (xii).
- Incorporate the construction sequencing plan into construction inspections by adding this bolded and italicized language to Section [Y]-12 as follows, "Inspections shall use the approved stormwater management plan and the ***construction sequencing plan*** for establishing compliance."

Enhancement 2: Pre-Development Hydrology

Purpose

Local jurisdictions that would like to require stormwater management design to be based on original pre-developed conditions, regardless of project type (redevelopment or new development), can make the following edits to the Model Ordinance.

Language

Definition
"pre-development hydrology" means ~~(a) for new development,~~ the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site ~~immediately prior to the implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.~~

Edits to Model Ordinance to include this enhancement

- Edit the pre-development hydrology definition as shown in *Language* above in Section [Y]-2. Definitions.

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Enhancement 3: Trout Streams

Purpose

This enhancement supports the MS4 Permit requirement for trout stream protection. The Permit states, "For receiving waters with a trout stream designation, which contain outfalls from the permittee's MS4, the permittee's Stormwater Management Program (SWMP) must address the protection of trout waters from impacts from the MS4 outfalls due to elevated temperature."

As of December 2019 (the date of publication for this document), this enhancement would apply to the following counties: **Bartow, Cherokee, Cobb, Forsyth, Fulton, Gwinnett, and Paulding.**

Language

Definition
"trout stream" means waters designated by the Wildlife Resources Division of the Georgia Department of Natural Resources as Primary Trout Waters or Secondary Trout Streams. Primary Trout Waters are waters supporting a self-sustaining population of Rainbow, Brown or Brook Trout. Secondary Trout Streams are those with no evidence of natural trout reproduction but are capable of supporting trout throughout the year.

Stormwater Management Standard
Trout Stream Protection: Trout stream protection shall be provided by controlling temperature for receiving waters with trout stream designation. In streams designated as primary trout waters by the Wildlife Resources Division, there shall be no elevation of natural stream temperatures. In streams designated as secondary trout waters, there shall be no elevation exceeding 2°F of natural stream temperatures.

Edits to Model Ordinance to include this enhancement

- Add the trout stream definition (provided in *Language* above) to Section [Y]-2. Definitions. Definitions are listed in alphabetical order.
- Add the *Stormwater Management Standard* above as (h) in Section [Y]-7. Stormwater Management Standards. Edit remaining letters in the section so that "j" is the last letter.

Appendix D:
Model Ordinance Crosswalk

Crosswalk for 2002 and 2019 Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment

2002 MODEL ORDINANCE	2019 MODEL ORDINANCE	DISCUSSION
Description	N/A	Introductory language is typically not codified, and the 2019 Draft was formatted for adoption and submittal to MuniCode. Introductory information can be found in the Draft Model User Guide and Memo
Table of Contents	N/A	
Introduction	N/A	
Section 1. General Provisions		
1.1. Purpose and intent	[Y]-1 Purpose and Intent	None
1.2. Applicability	[Y]-5. Applicability Criteria for Stormwater Management Standards [Y]-6. Exemptions from Stormwater Management Standards	Certain exemptions were deleted from the ordinance to match the MS4 permit exemptions
1.3. Designation of Ordinance Administrator	[Y]-4. Designation of Administrator	None
1.4. Compatibility with Other Regulations	[Y]-3. Adoption and Implementation of the GSMM; Conflicts and Inconsistencies	None
1.5. Severability		
1.6. Stormwater Design Manual		
Section 2. Definitions	**[Y]-2 Definitions**	
Section 3. Permit Procedures and Requirements		
3.1 Permit Application Requirements	[Y]-10. Application Procedures.	None
3.2 Stormwater Concept Plan and Consultation Meeting	[Y]-8. Pre-Consultation Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.	None
3.3 Stormwater Management Plan Requirements		
3.4 Stormwater Management Inspection and Maintenance Agreements	[Y]-13 (c) Delivering to [local jurisdiction] a signed inspection and maintenance agreement.	None

3.5 Performance and Maintenance Bonds	N/A	Performance and maintenance bonds may be added and customized for communities that use them but is not applied in enough of the District to be included in the Model
3.6 Application Procedure	[Y]-10. Application Procedures	None
3.7 Application Review Fees	[Y]-9. Application Fee	None
3.8 Modification for Off-Site Facilities	N/A	Off-Site Facilities may be added and customized for communities that use them but is not applied in enough of the District to be included in the Model.
Section 4 Post-Development Stormwater Management Performance Criteria	Section [Y]-7. Stormwater Management Standards.	
4.1 Water Quality	[Y]-7 (d) Stormwater Runoff Quality/Reduction	Runoff reduction has been added to this standard in the 2019 Draft
4.2 Stream Channel Protection	[Y]-7 (e) Stream Channel Protection	2019 Draft matches MS4 Permit
4.3 Overbank Flooding Protection	[Y]-7 (f) Overbank Flood Protection	2019 Draft matches MS4 Permit
4.4 Extreme Flooding Protection	[Y]-7 (g) Extreme Flood Protection	2019 Draft matches MS4 Permit
4.5. Structural Stormwater Controls	[Y]-7 (a) Design of Stormwater Management System	None
4.6 Stormwater Credits for Nonstructural Measures	[Y]-7 (c) Better Site Design Practices for Stormwater Management	This is not a 1:1 conversion, but the better site design element remains in the 2019 Draft; replacing the term “may” for “shall.” The methodology for providing credits related to conservation easements was unclear and was removed.
4.7 Drainage System Guidelines	[Y]-7 (a) Design of Stormwater Management System OR Refer to Georgia Stormwater Management Manual	Compressed or moved to GSMM reference to reduce redundancy

4.8 Dam Design Guidelines	[Y]-3. Adoption and Implementation of the GSMM; Conflicts and Inconsistencies	2019 Draft points to Georgia Safe Dams Act and Rules for Dam Safety
Section 5. Construction Inspections of Post-Development Stormwater Management System		
5.1 Inspections to Ensure Plan Compliance During Construction	[Y]-12. Inspections to Ensure Plan Compliance During Construction	None
5.2 Final Inspection and As Built Plans	[Y]-13. Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement	None
Section 6. Ongoing Inspection and Maintenance of Stormwater Facilities and Practices		
6.1 Long-Term Maintenance Inspection of Stormwater Facilities and Practices	[Y]-15. Maintenance by Owner of Stormwater Management Systems Predating Current GSMM [Y]-16. Inspection and Maintenance Agreements	None
6.2 Right-of-Entry for Inspection	[Y]-17. Right of Entry for Maintenance Inspections	Right of Entry grants the local jurisdiction access for inspection, which is generally sufficient for privately owned BMPs. A BMP that has been dedicated to the local government should have an easement that grants an ownership interest, not just a license for temporary access. Dedication is not addressed in this model ordinance given the range of local practices.
6.3 Records of Maintenance Activities	N/A	Should be part of the local jurisdiction's maintenance agreement template.
6.4 Failure to Maintain	[Y]-18. Owner's Failure to Maintain the Stormwater Management System	None

Section 7. Violations, Enforcement and Penalties		
7.1 Notice of Violation	[Y]-14. Violations and Enforcement	None
7.2 Penalties		

Appendix E:
Model Ordinance Redline

Document Comparison for 2002 and 2019 Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment

DOCUMENT COMPARISON KEY	
Text Sample	Text that is the same for both documents
~~Text Sample~~	Text that was deleted from the Current Model Ordinance
Text Sample	Text that was added in the 2019 Draft Model Ordinance

~~APPENDIX A1 – MODEL ORDINANCE FOR POST-DEVELOPMENT STORMWATER MANAGEMENT ORDINANCE FOR NEW DEVELOPMENT AND REDEVELOPMENT~~

~~DESCRIPTION~~

~~This model ordinance addresses post-development stormwater management requirements for new development and redevelopment in a community. The ordinance defines requirements for a post-development stormwater management plan, which is required in order to undertake land development activities. This plan contains the details of how the development will address post-development stormwater runoff quality and quantity impacts resulting from the permanent alteration of the character and hydrology of the land surface as well as the nonpoint source pollution from land use activities. The ordinance also outlines the water quantity and quality performance criteria for managing this runoff and specifies local requirements for the use of structural stormwater controls and nonstructural practices, in order to protect public health and safety, protection of public and private property and infrastructure, and environmental protection. Ongoing long-term inspection and maintenance provisions are provided. The majority of technical criteria and standards are adopted by reference through the use of a local stormwater management design manual.~~

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~~Section 1. General Provisions Section~~
~~2. Definitions~~

~~Section 3. Permit Procedures and Requirements~~

~~Section 4. Post-Development Stormwater Management Performance Criteria~~

~~Section 5. Construction Inspections of Post-Development Stormwater Management System~~
~~Section 6. Ongoing Inspection and Maintenance of Stormwater Facilities and Practices Section~~
~~7. Violations, Enforcement and Penalties~~

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Note: Italicized text with this symbol ➔ should be interpreted as comments, instructions, or information to assist the local government in tailoring the ordinance. This text would not appear in a final adopted ordinance.

INTRODUCTION

It is hereby determined that:

Land development projects and other land use conversions, and their associated changes to land cover, permanently alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, which in turn increase flooding, stream channel erosion, and sediment transport and deposition;

Land development projects and other land use conversions also contribute to increased nonpoint source pollution and degradation of receiving waters;The impacts of post-development stormwater runoff quantity and quality can adversely affect public safety, public and private property, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters;

These adverse impacts can be controlled and minimized through the regulation of stormwater runoff quantity and quality from new development and redevelopment, by the use of both structural facilities as well as nonstructural measures, such as the conservation of open space and greenspace areas. The preservation and protection of natural area and greenspace for stormwater management benefits is encouraged through the use of incentives or "credits." The Georgia Greenspace Program provides a mechanism for the preservation and coordination of those greenspace areas which provide stormwater management quality and quantity benefits;

Localities in the State of Georgia are required to comply with a number of both State and Federal laws, regulations and permits which require a locality to address the impacts of post-development stormwater runoff quality and nonpoint source pollution;

Therefore, **(local jurisdiction)** has established this set of stormwater management policies toprovide reasonable guidance for the regulation of post-development stormwater runoff for the purpose of protecting local water resources from degradation. It has determined that it is in the public interest to regulate post-development stormwater runoff discharges in order to control and minimize increases in stormwater runoff rates and volumes, post-construction soil erosion and sedimentation, stream channel erosion, and nonpoint source pollution associated with post-development stormwater runoff.

SECTION 1. GENERAL PROVISIONS

Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment

Article [X]. Post-Construction Stormwater Management for New Development and Redevelopment.

1.1. Section [Y]-1. Purpose and Intent

. The purpose of this ~~ordinance~~article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-~~development~~construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. ~~It has been determined that proper~~Proper management of post-~~development~~ construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. ~~This ordinance seeks to meet that purpose through the following objectives:~~Additionally, the **[local jurisdiction]** is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

~~(1) Establish decision-making processes surrounding land development activities that protect~~Section [Y]-2. Definitions. For this Article, the ~~integrity of the watershed and preserve the health of water resources;~~

~~(2) Require that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding, streambank erosion, nonpoint source pollution and increases in stream temperature, and maintain the integrity of stream channels and aquatic habitats;~~

~~(3) Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;~~

~~(4) Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;~~

~~(5) Encourage the use of nonstructural stormwater management and stormwater better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable. Coordinate site design plans, which include greenspace, with the county's greenspace protection plan;~~

~~(6) Establish provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and,~~

~~(7) Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long- term follow up.~~

~~➲ *The above list is a general set of objectives to reduce the impacts of post-development stormwater runoff quantity and quality from land development activities. The local stormwater authority may wish to set more specific objectives based upon a watershed management plan, impervious surface targets, the findings of a watershed assessment or study, or in order to address a local water quality problem or TMDL.*~~

~~1.2. Applicability~~

~~A.~~ ~~This ordinance~~terms below shall ~~be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt~~

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pursuant to Subsection 2 below. These standards apply to any new development or redevelopment site that meets one or more of have the following criteria: meanings:

a. New development that involves the creation of 5,000 square feet or more of impervious cover, or that involves other land development activities of 1 acre or more;

b. Redevelopment that includes the creation, addition or replacement of 5,000 square feet or more of impervious cover, or that involves other land development activity of one (1) acre or more;

c. Any new development or redevelopment, regardless of size, that is defined by the ("administrator) to be a hotspot land use; or,

d. Land development activities that are smaller than the minimum applicability criteria set forth in items A and B above if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules.

(2) The following activities are exempt from this ordinance:

a. Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;

b. Additions or modifications to existing single-family or duplex residential structures;

c. Agricultural or silvicultural land management activities within areas zoned for these activities; and,

d. Repairs to any stormwater management facility or practice deemed necessary by the **(administrator)**.

1.3. Designation of Ordinance Administrator

The **(title of administrator)** or **(designee)** is hereby " means the person appointed to administer and implement the provisions of this ordinance Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section [Y]-4.

1.4. Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

1.5. Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

1.6. Stormwater Design Manual

The **(local permitting authority)** will utilize the policy, criteria and information including technical specifications and standards in the latest edition of the Georgia Stormwater Management Manual and any relevant local addenda (➲ *or equivalent local stormwater management design manual*), for the proper implementation of the requirements of this ordinance. The manual may be updated and expanded periodically, based on improvements in science, engineering, monitoring and local maintenance experience.

➲ *All references to the Georgia Stormwater Management Manual (GSMM) are presumed to be the "latest edition" as defined on the GSMM website at www.georgiastormwater.com. Updates, errata and revisions will be provided on the website. Local authorities may wish to develop a local manual or addendum that complements the GSMM. Further, the local permitting authority may wish to use its own equivalent stormwater management design manual provided that it includes an approach and standards at least as stringent as the Georgia Stormwater Management Manual.*

SECTION 2. DEFINITIONS

"**Applicant**

"applicant" means a person submitting a post-land development stormwater management application and plan for approval.

"**Channel**

"BMP" or "best management practice" means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

"BMP landscaping plan" means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

"channel" means a natural or artificial watercourse with a definite bed and banks that conductsconveys continuously or periodically flowing water.

"**Conservation Easement**" means an agreement between a land owner and the (local jurisdiction) or other government agency or land trust that permanently protects open space or greenspace on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership.

"**Detention**" means

"detention" means the temporary storage of stormwater runoff in a stormwater managementdetention facility for the purpose of controlling the peak discharge.

"**Detention Facility**

"detention facility" means a detention basin or structure designed for the detention of stormwater runoffstorage and gradual release of stored waterstormwater runoff at controlled rates.

"**Developer**" means a person who undertakes land

"development activities. "**Development**" means a landnew development or land development project.redevelopment.

~~"**Drainage Easement**" means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.~~

~~"**Erosion and Sedimentation Control Plan**~~

"extended detention" means ~~a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.~~

~~"**Extended Detention**" means the detention~~ the storage of stormwater runoff for an extended period~~, typically 24 hours or greater~~ of time.

~~"**Extreme Flood Protection**~~

"extreme flood protection" means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

~~"**Flooding**~~

"flooding" means a volume of surface water that ~~is too great to be confined within~~exceeds the banks or walls of a ~~conveyance~~BMP, or ~~stream~~ channel; and ~~that~~ overflows onto adjacent lands.

~~"**Greenspace**" or "Open Space" means permanently protected areas of the site that are preserved in a natural state.~~

~~"**Hotspot**" means an area where the use of the land has the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. "**Hydrologic Soil Group (HSG)**" means a Natural Resource Conservation Service classification system in which soils are categorized into four runoff potential groups. The groups range from group A soils, with high permeability and little runoff produced, to group D soils, which have low permeability rates and produce much more runoff.~~

~~"**Impervious Cover**~~

"GSMM" means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.

"hotspot" means a land use or activity on a site that has the potential to produce higher than normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

"impervious surface" means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into ~~soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface.~~the soil.

"Industrial Stormwater General Permit" means ~~a~~the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry ~~or group of industries which~~for stormwater discharges associated with industrial activity. The permit regulates ~~the~~ pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies~~. "**Infiltration**" means the process of percolating stormwater runoff into the subsoil. "**Jurisdictional Wetland**" means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted~~

~~for life in saturated soil conditions, commonly known as hydrophytic vegetation~~ based on Standard Industrial Classification (SIC) Code.

~~"**Land Development**" means any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.~~

~~"**Land Development Activities**" means those actions or activities which comprise, facilitate or result in land development.~~

~~"**Land Development Project**" means a discrete land development undertaking.~~

~~"**Inspection and Maintenance Agreement**" means a~~
"infiltration" means the process of percolating stormwater runoff into the subsoil.

"inspection and maintenance agreement" means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management ~~facilities~~system and ~~practices~~its components on a site ~~or~~.

"land development application" means the application for a land development permit on a form provided by **[local jurisdiction]** along with ~~respect to a~~ the supporting documentation required in Section [Y]-10(a).

"land development ~~project~~permit" means the authorization necessary to begin construction-related, land-disturbing activity

"land disturbing activity" means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing activity does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

"linear feasibility program" means a feasibility program developed by **[local jurisdiction]** and submitted to the Georgia Environmental Protection Division, which sets reasonable criteria for determining when ~~properly recorded in the deed records constitutes a restriction on the title to a site or other land involved in a land~~ implementation of stormwater management standards for linear transportation projects being constructed by **[local jurisdiction]** is infeasible.

"linear transportation projects" means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

"MS4 Permit" means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the **[local jurisdiction's]** municipal separate storm sewer system.

"new development ~~project.~~

~~"**New Development**~~" means ~~a~~ land disturbing activities, structural development ~~activity~~(construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site. ~~"**Nonpoint Source Pollution**~~

"nonpoint source pollution" means a form of water pollution that does not originate from a discrete point such as a ~~sewage~~wastewater treatment ~~plant~~facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water ~~and~~or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

~~"**Nonstructural Stormwater Management Practice**" or "Nonstructural Practice" means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.~~

~~"**Off-Site Facility**" means a stormwater management facility located outside the boundaries of the site.~~

~~"**On-Site Facility**" means a stormwater management facility located within the boundaries ofthe site.~~

~~"**Overbank Flood Protection~~

"overbank flood protection" means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain~~), and that are intended to protect downstream properties from flooding for the 2-year through 25-year frequency storm events.~~).

~~"**Owner**~~

"owner" means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

~~"**Permit**" means the permit issued by the (local permitting authority) to the applicant which is required for undertaking any land development activity.~~

~~"**Person**" means, except to the extent exempted from this ordinance,~~

"person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

~~"**Post**~~

"post-construction stormwater management" means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

"post-development" ~~refers to the time period, or~~means the conditions ~~that may reasonably be expected or~~ anticipated to exist~~,~~ on site immediately after completion of the ~~land~~proposed development ~~activity on a site as~~.

"practicability policy" means the latest edition of the ~~context may require~~Metropolitan North Georgia Water Planning District's Policy on Practicability Analysis for Runoff Reduction.

~~"**Pre**~~

"pre-development" ~~refers to the the time period, or~~means the conditions that exist~~,~~ on a site ~~prior to~~immediately before the ~~commencement~~implementation of ~~a land~~the proposed development ~~project and at the time that plans for the land development of a site are approved by the plan approving~~

~~authority~~. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time ~~prior to~~before the first item being approved or permitted shall establish pre-development conditions.

~~"**Project**" means a land development project.~~

~~"**Redevelopment**" means a land development project on a~~

"pre-development hydrology" means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

"previously developed site~~, but excludes~~" means a site that has been altered by paving, construction, and/or land disturbing activity.

"redevelopment" means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

"routine maintenance" means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, ~~remodeling of existing buildings,~~ resurfacing ~~of~~ paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

~~"**Regional Stormwater Management Facility**" or "Regional Facility" means stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.~~

~~"**Runoff**" means stormwater runoff.~~

~~"**Site**" means the parcel of land being developed, or the portion thereof on which the land development project is located.~~

~~"**Stormwater Better Site Design**" means nonstructural site design approaches and techniques that can reduce a site's impact on the watershed and can provide for nonstructural~~

"runoff" means stormwater runoff.

"site" means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

"stormwater concept plan" means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management~~. Stormwater better site design includes conserving and protecting~~ plan including the natural ~~areas and greenspace, reducing impervious cover and using natural features for~~ resources inventory, site layout concept, initial

runoff characterization, and first round stormwater management. ~~"**Stormwater Management** system design.~~

"stormwater management plan" means a plan for post-construction stormwater management at the site that meets the requirements of Section [Y]-8(d) and is included as part of the land development application.

"stormwater management standards" means ~~the~~those standards set forth in Section [Y]-7.

"stormwater management system" means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater runoff in a manner ~~intended~~designed to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

~~"**Stormwater Management Facility**" means any infrastructure that controls or conveys~~ "stormwater runoff~~.~~

~~"**Stormwater Management Measure**" means any stormwater management facility or nonstructural stormwater practice.~~

~~"**Stormwater Management Plan**" means a document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with~~" means flow on the ~~provisions of this ordinance.~~

~~"**Stormwater Management System**" means the entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.~~

~~"**Stormwater Retrofit**" means a stormwater management practice designed for a currently developed site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.~~

"~~**Stormwater Runoff**~~" ~~means the flow of~~ surface ~~water~~of the ground, resulting from precipitation.

~~"**Structural Stormwater Control**" means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.~~

~~"**Subdivision**~~

"subdivision" means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

SECTION 3. PERMIT PROCEDURES AND REQUIREMENTS

3.1. Permit Application Requirements

No owner or developer shall perform any land development activities without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically exempted by this ordinance, any owner or developer proposing a land development activity shall submit to the **(local permitting authority)** a permit application on a form provided by the **(local permitting authority)** for that purpose.

Unless otherwise exempted by this ordinance, a permit application shall be accompanied by the following items in order to be considered:

(1) Stormwater concept plan and consultation meeting certification in accordance with Section 3.2;
(2) Stormwater management plan in accordance with Section 3.3;
(3) Inspection and maintenance agreement in accordance with Section 3.4, if applicable;
(4) Performance bond in accordance with Section 3.5, if applicable; and,
(5) Permit application and plan review fees in accordance with Section 3.6.

➲ *The following stormwater concept plan and consultation meeting is an optional step. At the local government's discretion, the concept plan stage could be made a requirement, particularly for large development projects or those with substantial impact, or for developers and engineers who are unfamiliar with the local government's requirements.*

3.2. Stormwater Concept Plan and Consultation Meeting

Before any stormwater management permit application is submitted, it is recommended that the land owner or developer [shall] meet with the (local permitting authority) for a consultation meeting on a concept plan for the post-development stormwater management system to be utilized in the proposed land development project. This consultation meeting should [shall] take place at the time of the preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the post-development stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced.

To accomplish this goal the following information should [shall] be included in the concept plan which should [shall] be submitted in advance of the meeting:

B. Existing Conditions / Proposed Site Plans

Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the **[local jurisdiction's]** MS4 permit.

Section [Y]-3. Adoption and Implementation of the GSMM; Conflicts and Inconsistencies.

(a) In implementing this Article, the **[local jurisdiction]** shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.

(b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the **[local jurisdiction's]** MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.

(c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

Section [Y]-4. Designation of Administrator. The **[INSERT AS APPROPRIATE - county administrator / county chief executive officer / mayor / city manager]** may from time to time appoint someone to administer and implement this Article.

Section [Y]-5. Applicability Criteria for Stormwater Management Standards. This Article applies to the following activities:

(a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater;

(b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;

(c) New development and redevelopment if

(i) such new development or redevelopment is part of a subdivision or other common plan of development, and

(ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;

(d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and

(e) Linear transportation projects that exceed the threshold in (a) or (b) above.

Section [Y]-6. Exemptions from Stormwater Management Standards. This Article does not apply to the following activities:

(a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;

(b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;

(c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;

(d) Repairs to any stormwater management system deemed necessary by the administrator;

(e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [Y]-5 (a) or (b);

(f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [Y]-5 (a) or (b);

(g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and

(h) Linear transportation projects being constructed by **[local jurisdiction]** to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report that is compliant with the **[local jurisdiction]** linear feasibility program shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.

Section [Y]-7. Stormwater Management Standards. Subject to the applicability criteria in Section [Y]-5 and exemptions in Section [Y]-6, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

(a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

(b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):

(vii) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
(viii) Natural Drainage Divides and Patterns,
(ix) Natural Drainage Features (e.g., swales, basins, depressional areas),
(x) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
(xi) Predominant soils (including erodible soils and karst areas), and
(xii) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.

(c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.

(d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be provided by using the following:

(i) For development with a stormwater management plan submitted before **[insert applicable date]**, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.

(ii) For development with a stormwater management plan submitted on or after **[insert applicable date]**, the applicant shall choose (A) Runoff Reduction and additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.

(A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.

(B) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2 inch rainfall event.

(iii) If a site is determined to be a hotspot as detailed in Section [Y]-5, the **[local jurisdiction]** may require the use of specific or additional components for the

stormwater management system to address pollutants of concern generated by that site.

(e) Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:

(i) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;

(ii) Erosion prevention measures, such as energy dissipation and velocity control; and

(iii) Preservation of any applicable stream buffer.

(f) Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.

(g) Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.

(h) Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.

(i) Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the **[local jurisdiction]**, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section [Y]-16.

Section [Y]-8. Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

(a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the **[local jurisdiction]**. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas

for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the **[local jurisdiction]** when applying for a Determination of Infeasibility through the Practicability Policy.

(b) The stormwater concept plan shall be prepared using the minimum following steps:

(i) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).

(ii) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).

(iii) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).

(c) The stormwater concept plan shall contain:

(i) Common address and legal description of the site,

(ii) Vicinity map, and

(iii) Existing conditions and proposed site layout ~~sketch plans,~~mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum: ~~existing~~

(A) Existing and proposed topography~~; perennial~~ (minimum of 2-foot contours),

(B) Perennial and intermittent streams~~; mapping~~,

(C) Mapping of predominant soils from USDA soil surveys ~~(when available); boundaries~~,

(D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading~~; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.~~,

~~C. Natural Resources Inventory~~

~~A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location~~

(E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc~~.~~).

~~Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.~~.),

~~D. Stormwater Management System Concept Plan~~

~~A written or graphic concept plan of the proposed post-development~~

(F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,

(G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,

(H) Preliminary estimates of unified stormwater ~~management system including: preliminary~~sizing criteria requirements,

(I) Preliminary selection and location, size, and limits of disturbance of proposed ~~structural stormwater controls; location~~BMPs,

(J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains~~; flow~~,

(K) Flow paths~~; location of~~ ,

(L) Location of the boundaries of the base flood floodplain~~/~~, future-conditions floodplain, and the floodway ~~limits;~~(as applicable) and relationship of site to upstream and downstream properties and ~~drainages;~~drainage, and ~~preliminary~~

(M) Preliminary location and dimensions of proposed ~~stream~~ channel modifications, such as bridge or culvert crossings.

~~Local watershed plans, the **(county)** greenspace projection plan (if applicable), and any relevant resource protection plans will be consulted in the discussion of the concept plan.~~

~~3.3. Stormwater Management Plan Requirements~~

(d) The stormwater management plan shall ~~detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of~~ contain the items listed in this ~~ordinance, including the performance criteria set forth in Section 4 below.~~

~~This plan shall be in accordance with the criteria established in this section~~part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. ~~Section C, D, E~~Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

~~and F shall be prepared under the direct supervisory control of a registered Professional Engineer, who shall seal and sign the work. Portions of the overall plan may be prepared and stamped by a registered Land Surveyor licensed in the state of Georgia as appropriate, such as boundary surveys, contour maps, erosion and sedimentation control plans.~~

~~The stormwater management plan must ensure that the requirements and criteria in this ordinance are being complied with and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the Stormwater Management Site Plan checklist found in the stormwater design manual. This includes:~~

~~A. Common address and legal description of site~~
~~B. Vicinity Map~~

(i) Natural Resources Inventory

(ii) Stormwater Concept Plan

~~4~~ (iii) Existing Conditions Hydrologic Analysis

~~The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land cover of areas for each subbasin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities.~~

~~➲ *The local government will need to establish guidelines for how the predevelopment conditions will be modeled for redevelopment sites.*~~

~~5~~ (iv) Post-Development Hydrologic Analysis

~~The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each subbasin affected by the project; calculations for determining the runoff volumes that need to be addressed for each subbasin for the development project to meet the post-development stormwater management performance criteria in Section 4; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. If~~

~~the land development activity on a redevelopment site constitutes more than 50 percent of the site area for the entire site, then the performance criteria in Section 4 must be met for the stormwater runoff from the entire site.~~

~~➲ *The Metropolitan North Georgia Water Planning District is developing a spreadsheet-based computer modeling tool that will assist site developers in performing the post-development hydrologic water quality analysis.*~~

~~6~~ (v) Stormwater Management System

~~The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include: A map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes; a narrative describing how the selected structural stormwater controls will be appropriate and effective; cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs); documentation and supporting calculations to show that the stormwater management system adequately meets the post-development stormwater management performance criteria in Section 4; drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local greenspace protection plan.~~

~~7 Post-Development~~ (vi) Downstream Analysis

~~A downstream peak flow analysis which includes the assumptions, results and supporting calculations to show safe passage of post-development design flows downstream. The analysis of downstream conditions in the report shall address each and every point or area along the project site's boundaries at which runoff will exit the property. The analysis shall focus on the portion of the drainage channel or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the drainage basin where the project area is 10 percent of the total basin area. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. The analysis shall be in accordance with the stormwater design manual.~~

~~8 Construction-Phase~~ (vii) Erosion and Sedimentation Control Plan

~~An erosion and sedimentation control plan in accordance with the Georgia Erosion and Sedimentation Control Act (*or reference to the local Erosion and Sedimentation Control Ordinance*) or NPDES Permit for Construction Activities. The plan shall also include information~~

~~on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.~~

~~9~~ (viii) BMP Landscaping ~~and Open Space~~ Plan

~~A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. The landscaping plan must also include: the arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings; descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings; descriptions of the stabilization and management techniques used to establish vegetation; and a description of who will be responsible for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.~~

~~C. Operations and Maintenance Plan~~

~~Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, responsible parties for maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.~~

~~D. Maintenance Access Easements~~

~~The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis.~~

~~Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.~~

~~➲ *The local government will establish which stormwater facilities and practices will require regular maintenance.*~~

~~10~~ (ix) Inspection and Maintenance ~~Agreements~~Agreement

~~Unless an on-site stormwater management facility or practice is dedicated to and accepted by the **(local permitting authority)** as provided in Section 3.4 below, the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance Section 3.4.~~

~~11~~ (x) Evidence of Acquisition of Applicable Local and Non-~~local~~Local Permits

~~The applicant shall certify~~(xi) Determination of Infeasibility (if applicable)

(e) For redevelopment and ~~provide documentation~~ to the ~~**(local permitting authority)** that all other applicable environmental permits have been acquired for the site prior~~extent existing stormwater management structures are being used to ~~approval of the~~ meet stormwater management standards the following must also be included in the stormwater management plan~~.~~ for existing stormwater management structures

~~3.4. Stormwater Management Inspection and Maintenance Agreements~~

~~Prior to the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder and for which the **(local permitting authority)** requires ongoing maintenance, the applicant~~

(i) As-built Drawings

(ii) Hydrology Reports

(iii) Current inspection of existing stormwater management structures with deficiencies noted

(iv) BMP Landscaping Plans

Section [Y]-9. Application Fee. The fee for review of any land development application shall be based on the fee structure established by the **[local jurisdiction]**, and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

Section [Y]-10. Application Procedures. Land development applications are handled as part of the process to obtain the land disturbance permit pursuant to **[insert local ordinance reference]** or building permit **[insert local ordinance reference]**, as applicable. Before any person begins development on a site, the owner of the site ~~must, unless an on site~~shall first obtain approval in accordance with the following procedure:

(a) File a land development application with the **[local jurisdiction]** on the **[local jurisdiction's]** form of application along the following supporting materials:

(i) the stormwater management ~~facility or practice is dedicated to and accepted by the **(local permitting authority)**, execute an~~plan prepared in accordance with Section [Y]-8 (d),

(ii) a certification that the development will be performed in accordance with the stormwater management plan once approved,

(iii) a **[Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy]**, and

(iv) an acknowledgement that applicant has reviewed the **[local jurisdiction's]** form of inspection and maintenance agreement~~,~~ and that applicant agrees to sign and~~/or a conservation easement, if applicable, that shall be binding on all subsequent owners of the site.~~

➲ *The local government will establish which stormwater facilities and practices will require formal inspection and maintenance agreements.*

The record such inspection and maintenance agreement, if applicable, must be approved by the (**local permitting authority)** prior to plan approval, and recorded in the deed records upon before the final plat approval.

The inspection and maintenance agreement shall identify by name or official title the person(s) responsible for carrying out the inspection and maintenance. Responsibility for the operation and maintenance of the stormwater management facility or practice, unless assumed by a governmental agency, shall remain with the property owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements shall designate for each portion of the site, the person to be permanently responsible for its inspection and maintenance.

As part of the inspection and maintenance agreement, a schedule shall be developed for when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management facility or practice. The agreement shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and shall also include remedies for the default thereof.

In addition to enforcing the terms of the inspection and maintenance agreement, the **(local permitting authority)** may also enforce all of the provisions for ongoing inspection and maintenance in Section 6 of this ordinance.

The **(local permitting authority)**, in lieu of an inspection and maintenance agreement, may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

3.5. Performance and Maintenance Bonds

➲ *The local permitting authority may insert provisions under this section requiring the posting of bonds or other security to guarantee performance of construction and/or maintenance obligations hereunder.*

3.6. Application Procedure

(1) Applications for land development permits shall be filed with the **(local permitting authority)**.

(2) Permit applications shall include the items set forth in Section 3.1 above (two copies of the stormwater management plan and the inspection maintenance agreement, if applicable, shall be included).

~~(1) The **(local permitting authority)**~~(b) The administrator shall inform the applicant whether the application~~, stormwater managment plan and inspection and maintenance agreement~~ and supporting materials are approved or disapproved.

~~(2)~~ (c) If ~~either~~ the ~~permit~~ application~~, stormwater management plan~~ or ~~inspection and maintenance agreement~~supporting materials are disapproved, the ~~**(local permitting authority)**~~administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same~~, in which event subparagraph 3 above and this subparagraph shall apply to such resubmittal.~~ for the administrator to again consider and either approve or disapprove.

~~Upon a finding by~~

~~(3)~~ (d) If the ~~**(local permitting authority)** that the permit~~ application~~, stormwater management plan~~ and ~~inspection and maintenance agreement, if applicable, meet the requirements of this ordinance, the **(local permitting authority)**~~supporting materials are approved, the **[local jurisdiction]** may issue ~~a permit for~~ the associated land ~~development project~~disturbance permit or building permit, provided all other legal requirements for the issuance of such ~~permit~~permits have been met.

~~(4) Notwithstanding the issuance of the permit, in conducting the land development project, the applicant or other responsible person shall be subject to the following requirements:~~

- The ~~applicant shall comply with all applicable requirements of the approved plan and this ordinance and shall certify that all land clearing, construction, land development and drainage will be done according to the approved plan;~~stormwater management plan included in such applications becomes the approved stormwater management plan.

~~The land~~

Section [Y]-11. Compliance with the Approved Stormwater Management Plan. All development ~~project~~ shall be~~-~~:

(a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and

- (b) conducted only within the area specified in the approved stormwater management plan~~;~~.

~~(a) The **(local permitting authority)** shall be allowed to conduct periodic inspections of the project;~~

- No changes may be made to an approved stormwater management plan without review and advanced written approval by the ~~**(local permitting authority)**; and,~~administrator.

~~(b) Upon completion of the project, the applicant or other responsible person shall submit the engineer's report and certificate and as-built plans required by Section 5.2.~~

~~➲ *Jurisdictions may modify the above local review process to accommodate their current subdivision or development approval process. In addition, local officials will need to decide the appropriate time frames for review based on the number of stormwater management plans, maintenance agreements, etc. submitted, while keeping in mind the time frames for the review of initial and resubmitted applications, as well as the need for timely review turnaround for the*~~

applicant. This will often be determined by the staff available for permit review and inspection of sites undergoing construction.

3.7. Application Review Fees

The fee for review of any stormwater management application shall be based on the fee structure established by the **(local permitting authority)** and shall be made prior to the issuance of any building permit for the development.

➲ *It is recommended that all of the monetary contributions be credited to a local budgetary category to support local plan review, inspection and program administration.*

3.8. Modifications for Off-Site Facilities

The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project, unless provisions are made to manage stormwater by an off-site or regional facility. The off-site or regional facility must be located on property legally dedicated for the purpose, must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by on-site practices and there must be a legally obligated entity responsible for long-term operation and maintenance of the off-site or regional stormwater facility. In addition, on-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site to the off-site facility.

A stormwater management plan must be submitted to the **(local permitting authority)** which shows the adequacy of the off-site or regional facility.

To be eligible for a modification, the applicant must demonstrate to the satisfaction of the **(local permitting authority)** that the use of an off-site or regional facility will not result in the following impacts to upstream or downstream areas:

(1) Increased threat of flood damage to public health, life, and property;
(2) Deterioration of existing culverts, bridges, dams, and other structures;
(3) Accelerated streambank or streambed erosion or siltation;
(4) Degradation of in-stream biological functions or habitat; or
(5) Water quality impairment in violation of State water quality standards, and/or violation of any state or federal regulations.

SECTION 4. POST-DEVELOPMENT STORMWATER MANAGEMENT PERFORMANCE CRITERIA

The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this ordinance:

11.1. Water Quality

All stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:

(3) It is sized to treat the prescribed water quality treatment volume from the site, as defined in the Georgia Stormwater Management Manual;

(4) Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the Georgia Stormwater Management Manual; and,

(5) Runoff from hotspot land uses and activities identified by the **(local permitting authority)** are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.

11.2. Stream Channel Protection

Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three approaches:

(1) Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;

(2) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;

➲ *This requirement may be adjusted or waived by the (local permitting authority) for sites that discharge directly into larger streams, rivers, wetlands, or lakes, or to a man-made channel or conveyance system where the reduction in these flows will not have an impact on upstream or downstream streambank or channel integrity.*

(3) Erosion prevention measures such as energy dissipation and velocity control.

11.3. Overbank Flooding Protection

Downstream overbank flood and property protection shall be provided by controlling (attenuating) the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour return frequency storm event. If control of the 1-year, 24-hour storm under

Section 4.2 is exempted, then peak discharge rate attenuation of the 2-year through the 25-year return frequency storm event must be provided.

➲ *This requirement may be adjusted or waived by the (local permitting authority) for sites where the post-development downstream analysis shows that uncontrolled post-development conditions will not increase downstream peak flows, or that meeting the requirement will cause greater peak flow downstream impacts than the uncontrolled post-development conditions.*

11.4. Extreme Flooding Protection

Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24 hour return frequency storm event such that flooding is not exacerbated.

➲ *This requirement may be adjusted or waived by the (local permitting authority) for sites where the post-development downstream analysis shows that uncontrolled post-development conditions will not increase downstream peak flows, or that meeting the requirement will cause greater peak flow downstream impacts than the uncontrolled post-development conditions.*

11.5. Structural Stormwater Controls

All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the Georgia Stormwater Management Manual. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the Georgia Stormwater Management Manual, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval from **(local permitting authority)** before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, the **(local stormwater permitting authority)** may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question.

Applicants shall consult the Georgia Stormwater Management Manual for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.

11.6. Stormwater Credits for Nonstructural Measures

The use of one or more site design measures by the applicant may allow for a reduction in the water quality treatment volume required under Section 4.1. The applicant may, if approved by the **(local permitting authority)**, take credit for the use of stormwater better site design practices and reduce the water quality volume requirement. For each potential credit, there is a minimum set of criteria and requirements which identify the conditions or circumstances under which the credit may be applied. The site design practices that qualify for this credit and the criteria and procedures for applying and calculating the credits are included in the Georgia Stormwater Management Manual.

11.7. Drainage System Guidelines

Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutter, swales, channels, ditches, and energy dissipaters shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public right-of-ways. Stormwater conveyance facilities that are designed to carry runoff from more that one parcel, existing or proposed, shall meet the following requirements:

~~(1) Methods to calculate stormwater flows shall be in accordance with the stormwater design manual;~~

~~(2) All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the stormwater design manual; and,~~

~~(3) Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the stormwater design manual.~~

~~11.8.~~ Dam Design Guidelines

~~Any land disturbing activity that involves a site which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.~~

~~SECTION 5. CONSTRUCTION INSPECTIONS OF POST-DEVELOPMENT STORMWATER MANAGEMENT SYSTEM~~

~~5.1.~~ [Y]-12. Inspections to Ensure Plan Compliance During Construction

. Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the ~~([~~**[local ~~permitting authority)~~jurisdiction]** or conducted and certified by a professional engineer who has been approved by the ~~([~~**[local ~~permitting authority)~~**. ~~Construction inspections~~**jurisdiction]**. Inspections shall ~~utilize~~use the approved stormwater management plan for establishing compliance.

All inspections shall be documented with written reports that contain the following information:

~~(1)~~ (a) The date and location of the inspection;

~~(2)~~ (b) Whether ~~construction~~ the stormwater management system is in compliance with the approved stormwater management plan;

~~(3)~~ (c) Variations from the approved ~~construction specifications~~stormwater management plan; and~~,~~

~~(4)~~ (d) Any other variations or violations of the conditions of the approved stormwater management plan.

~~If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions.~~

~~5.2.~~ Section [Y]-13. Final Inspection ~~and As-Built Plans~~

; As-Built Drawings; Delivery of Inspection and Maintenance Agreement. Upon completion of ~~a project, and before a certificate of occupancy shall be granted~~the development, the applicant is responsible for ~~certifying~~:

(a) Certifying that the ~~completed project is in accordance~~stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan~~. All applicants are required to submit actual "~~ and associated hydrologic analysis,

(b) Submitting as~~-~~built~~" plans for any stormwater management facilities or practices after final construction is completed. The plan must show~~ drawings showing the final design specifications for all components of the stormwater management ~~facilities and practices and must be~~ system as certified by a ~~Professional Engineer. A~~professional engineer,

(c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and

(d) Delivering to **[local jurisdiction]** a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the **[local jurisdiction]** with the request for a final inspection. The **[local jurisdiction]** shall perform a final inspection ~~by the **(local permitting authority)** is required before the release of any performance securities can occur.~~with applicant to confirm applicant has fulfilled these responsibilities.

~~SECTION 6. ONGOING INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND PRACTICES~~

~~**Long-Term**~~Section [Y]-14. Violations and Enforcement. Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to **[insert local ordinance reference]** or the underlying building permit pursuant to **[insert local ordinance reference]**. To address a violation of this Article, the **[local jurisdiction]** shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

~~6.1.~~ Section [Y]-15. Maintenance ~~Inspection~~by Owner of Stormwater ~~Facilities and Practices~~

~~Stormwater management facilities and practices included in a stormwater management plan which are~~Management Systems Predating Current GSMM. For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement~~ must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this ordinance~~, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

~~A stormwater management facility or practice shall be inspected on a periodic basis by the responsible person in accordance with the approved inspection and maintenance agreement. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the **(local permitting authority)** shall notify the person responsible for carrying out the maintenance plan by registered or certified mail to the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan and shall specify the time within which such measures shall be completed. If the responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the **(local permitting authority)**, may correct the violation as provided in Subsection 6.4 hereof.~~

~~Inspection programs by the **(local permitting authority)** may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of stormwater management facilities and practices.~~

Section [Y]-16. Inspection and Maintenance Agreements.

(a) The owner shall execute an inspection and maintenance agreement with the **[local jurisdiction]** obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the **[local jurisdiction]**. After the inspection and maintenance agreement has been signed by the owner and the **[local jurisdiction]**, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

(b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the **[local jurisdiction]**. Upon any sale or transfer of the site, the new owner shall notify the **[local jurisdiction]** in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.

(c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:

(i) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the **[local jurisdiction]**.

(ii) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

~~6.2.~~ Section [Y]-17. Right~~-~~ of~~-~~ Entry for ~~Inspection~~

Maintenance Inspections. The terms of the inspection and maintenance agreement shall provide for the ~~**(local permitting authority)** to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.~~

~~6.3. Records of Maintenance Activities~~

~~Parties responsible for the operation and~~ **[local jurisdiction's]** right of entry for maintenance ~~of a stormwater management facility shall provide records of all~~ inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance ~~and repairs to the **(local permitting authority).**~~

~~6.4. Failure to Maintain~~

~~If a responsible person fails or refuses to meet the requirements of the~~agreement or an inspection and maintenance agreement~~, the **(local permitting authority),** after thirty (30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The **(local permitting authority)** may assess the owner(s) of the facility for the cost of repair work which shall be a lien on the property, and may be placed on the ad valorum tax bill for such property and collected in the ordinary manner for such taxes.~~

SECTION 7. VIOLATIONS, ENFORCEMENT AND PENALTIES

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

7.1. Notice of Violation

If the **(local permitting authority)** determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

(5) The name and address of the owner or the applicant or the responsible person;
(6) The address or other description of the site upon which the violation is occurring;
(7) A statement specifying the nature of the violation;
(8) A description of the remedial measures necessary to bring the action or inaction was for any reason not entered into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;
(9) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,
(10) A statement that the determination of violation may be appealed to the **(local permitting authority)** by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient).

7.2. Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the **(local permitting authority)** shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the **(local permitting authority)** may take any one or more of the following actions or impose any one or more of the following penalties.

~~(vii) **Stop Work Order -** The **(local permitting authority)** may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation~~, recorded, or has otherwise ~~cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.~~been invalidated or deemed insufficient, then the **[local jurisdiction]** shall have the right to enter and make inspections pursuant to the **[local jurisdiction's]** general provisions for property maintenance inspections pursuant to **[insert reference to existing local ordinance providing for right of entry and inspections for general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]**.

~~(1) **Withhold Certificate of Occupancy -** The **(local permitting authority)** may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.~~

~~(2) **Suspension, Revocation or Modification of Permit -** The **(local permitting authority)** may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated [upon such conditions as the **(local permitting authority)** may deem necessary] to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.~~

~~(3) **Civil Penalties -** In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the **(local permitting authority)** shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the **(local permitting authority)** has taken one or more of the actions described above, the **(local permitting authority)** may impose a penalty not to exceed $1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.~~

~~(4) **Criminal Penalties -** For intentional and flagrant violations of this ordinance, the **(local permitting authority)** may issue a citation to the applicant or other responsible person, requiring such person to appear in **(appropriate municipal, magistrate or recorders)** court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed $1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.~~

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Section [Y]-18. Owner's Failure to Maintain the Stormwater Management System. The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to **[local jurisdiction]**. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

(a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to **[insert reference to existing local ordinance on violations of general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]** and

(b) To address such a failure to maintain the stormwater management system, the **[local jurisdiction]** shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Alcohol Ordinance Section 4-7
DEPARTMENT SUMMARY RECOMMENDATION:	Proposed Ordinance to the Code of Ordinance Section 4-7 regarding Alcoholic Beverage and Gambling. Approved by ACB 10/14/2020.
LEGAL:	N/A

Ordinance no._____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE I. – IN GENERAL. DIVISION 2. – REGULATION OF ESTABLISHMENTS. SECTION 4-7. – GAMBLING. is hereby amended as follows:

1.

Sec. 4-7. - Gambling.

There shall be no gambling as defined by O.C.G.A. tit. 16, ch. 12, art. 2, in any place of business licensed under this article, or in any room adjoining same, owned, leased, or controlled by a licensee. Any violation of this section shall be cause for suspension or revocation of a license.

(A) The prohibition outlined in this section does not apply to:
(1) The sale of Georgia Lottery tickets by a licensed dealer;
(2) The playing of bona fide coin-operated amusement machines and the concomitant noncash redemption associated with these machines as defined, set forth and permitted in O.C.G.A. §§ 48-17-1(2)(A) and (B) and O.C.G.A., §§ 16-12-35 (a.1)—(i);
(3) Raffle operated in accordance with O.C.G.A. § 16-12-22.1; or
(4) A licensed bingo hall governed by O.C.G.A. §§ 16-12-51—16-12-62 and the applicable regulations relating to same.

(B) In the event that an employee of a licensed establishment, patron of a licensed establishment, and/or the license holder is convicted of gambling as defined by O.C.G.A. § 16-12-2, on the premises of a licensed establishment or in any room adjoining same, owned, leased,, or controlled by a licensee, employee; then said establishment is in violation of the City of Cartersville Alcohol License Ordinance, and their license is subject to suspension and/or revocation as provided for herein, and said suspension or revocation shall follow the license holder and location as provided for herein.

2.

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

BE IT AND IT IS HEREBY ORDAINED
FIRST READING: _____

SECOND READING: _____

_____
MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Alcohol Ordinance Section 4-112
DEPARTMENT SUMMARY RECOMMENDATION:	Proposed Ordinance to the Code of Ordinance Section 4-112 regarding Cameras for malt beverage package outlets. Approved by ACB 10/14/2020.
LEGAL:	N/A

Ordinance no._____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 4. - PREMISES RESTRICTIONS. SECTION 4-112. – CAMERAS FOR MALT BEVERAGE PACKAGE OUTLET, paragraph (a)(3). is hereby amended by deleting said paragraph in its entirety and replacing it as follows:

1.

Sec. 4-112. - Cameras for malt beverage package outlet.

(a) Each outlet for the retail sale of malt beverages by the package shall install and maintain security cameras in the outlet of a type and number approved by the chief of police.

(3) Such cameras shall be maintained in proper working order at all times and shall be subject to periodic inspection by the chief of police or his designee. If a sale of alcohol to a minor, robbery, misdemeanor, or other felony occurs in such outlet, the film or tape recording such event shall immediately be made available to the chief of police or his designee. All films, tapes or images required by this Code section shall be retained by the outlet, in its original, viewable format, for a period of no less than thirty (30) days after recording.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

_____
MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Alcohol Ordinance Section 4-114
DEPARTMENT SUMMARY RECOMMENDATION:	Proposed Ordinance to the Code of Ordinance Section 4-114 regarding cameras for on premises consumption. Approved by ACB 10/14/2020.
LEGAL:	N/A

Ordinance no._____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 4. - PREMISES RESTRICTIONS. SECTION 4-114- 4-119. – RESERVED. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 4-114. - Cameras for on premises consumption.

(a) Each outlet for the retail sale of on premises for consumption of alcoholic beverages, shall install and maintain security cameras in the outlet of a type and number approved by the chief of police.

(1) Cameras shall be placed as follows:

a. On the premises so as to record activities in the check out or cash register area(s), to include both customer and employee.

b. On the premises so as to record all entrance and exit doors.

(2) All cameras shall be capable of producing a retrievable color image on digital film or tape that can be made a permanent record and enlarged through projection or other means.

(3) Such cameras shall be maintained in proper working order at all times and shall be subject to periodic inspection by the chief of police or his designee. If a sale of alcohol to a minor, robbery, misdemeanor, or other felony occurs in such outlet, the film or tape recording such event shall immediately be made available to the chief of police or his designee. All films, tapes or images required by this Code section shall be retained by the outlet, in its original, viewable format, for a period of no less than thirty (30) days after recording.

(4) All cameras must be in working order and checked by the licensee on a weekly basis. A log of said checks and repairs, if any, are to be kept and provided to the Cartersville Police Department on a quarterly basis. Additionally, said logs may be kept internally by the security camera, and if so, shall be made available for review by the Cartersville Police Department on a quarterly basis.

(b) The effective date for this section shall be January 1, 2021, and as of said date, all newly licensed and existing licensed malt beverage package establishments must be in compliance with said provisions.

2.

Sec. 4-115 – 4-119. Reserved.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

_____
MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Purchase Orders
DEPARTMENT SUMMARY RECOMMENDATION:	The Code of Ordinances, Chapter 2, Article V, Division 2 is being amended by deleting Sec. 2-143, 2-144, and 2-147 and replacing them as stated in the attached ordinance. This will allow department heads to make purchases up to two thousand five hundred dollars ($2,500.00) without receiving a prior purchase order. Purchases between $2,500.00 and seven thousand five hundred dollars ($7,500.00) will require approval of the City Manager while purchases above $7,500.00 will require Council approval.
LEGAL:	Approval by Assistant City Attorney, Keith 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 2 ADMINISTRATION. ARTICLE V. - FINANCIAL AFFAIRS. DIVISION 2. – PURCHASES. SECTION 2-143. PURCHASE ORDERS REQUIRED, SECTION 2-144. LIMITED PURCHASES WITHOUT PRIOR PURCHASE ORDER, AND SECTION 2-147 COUNCIL APPROVAL AND CITY MANAGER APPROVAL REQUIRED FOR CERTAIN PURCHASING. is hereby amended by deleting said Sections in their entirety and replacing them as follows:

1.

Sec. 2-143. – Purchase orders required.

Purchase orders are not required, except when specifically requested by the Purchasing Agent.

2.

Sec. 2-144. - Limited purchases without prior purchase order.

In order to expedite purchasing, each department head may make purchases of up to two thousand five hundred dollars ($2,500.00) without receiving a prior purchase order; if required.

3.

Sec. 2-147. - Council approval and city manager approval required for certain purchasing.

(a)The purchasing agent shall make no purchases that include any item, the price of which exceeds two thousand five hundred dollars ($2,500.00) but is less than seven thousand five hundred dollars ($7,500.00) without the approval of the city manager, who may prescribe terms under which the purchases may be made.

(b)The purchasing agent shall make no purchase that includes any item the price of which exceeds seven thousand five hundred dollars ($7,500.00) without the approval of the council, which may prescribe the terms under which the purchase may be made, including advertisement for bids.

(c)The purchasing agent shall be authorized to purchase any items which do not exceed two thousand five hundred dollars ($2,500.00) as he is requested to do so on behalf of the city by the department heads and/or the city manager.

2.

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

Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

_____
MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Disc Golf Course
DEPARTMENT SUMMARY RECOMMENDATION:	The course located at Deerfield Park is an all wooded course where disc golfers play with some open area under trees and some tight technical shots included. The course will have 20 holes with one additional practice basket. They have volunteers/sponsors/donations for placing the baskets and signage needed. There is a total of 21 baskets needed and each basket requires a $400 donation. There are several additional players wanting to sponsor holes if anyone drops out. All the tree trimming, trash pickup and piling up of debris, limbs, and trees has been completed. All the baskets and signs, once ordered, should be in place within a month. The City will place the tee pads, which we already have, from the turf pads on hand from baseball and installing the signs. Concrete will be purchased for the installation of the tee pads and signage for each hole. This is a budgeted expense. The only regular maintenance by the City will be to mow the grass and empty the trash as normal. From Sam Barfield with USDGA: "the players of Cartersville are wanting and needing an additional course in the area. September 18, 19, 20 I had a tournament that had over 200 different players (with players on a wait-list) from 7 different states playing at Etowah. If we had an additional course here, I could have players rotating courses and would be able to have even more players". The Parks and Recreation Dept would like to ask for approval to place a Disc Golf Course in Deerfield Park for personal use for Residents and Non-Residents without a fee and tournaments supervised by Sam Barfield and the City would receive a percentage of the gross registration fees.
LEGAL:	Reviewed by Keith Lovell

Cartersville
Be Charmed • Be Prosperous • Belong

CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

SAM BARFIELD dba ETOWAH DISC GOLF hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.0
PROVIDER's Services and Responsibilities

1.1 PROVIDER shall conduct services generally described as **DISC GOLF TOURNAMENTS** at the following locations: Deerfield Park 10 Pine Grove Road, Cartersville GA 30120.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for Tournament participants.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **(Exhibit "A").** It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. ***PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement***

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0
Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0
Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0
Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **20%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **80%** of such fees paid. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

$1,000,000	Combined Single Limit – each occurrence
$2,000,000	Combined Single Limit – general aggregate
$1,000,000	Personal Injury
$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	$100,000 each accident $500,000 Disease-policy limit $100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0
Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2021**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0
Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0
Americans with Disabilities Act

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

_____
JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Debra

DEBRA R HERROW NOTARY PUBLIC BARTOW COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 03, 2023

BY: Sam Barfield

NAME: SAM BARFIELD
TITLE: PRESIDENT
COMPANY: ETOWAH DISC GOLF

[AFFIX CORPORATE SEAL]

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	GO Bond Park Projects
DEPARTMENT SUMMARY RECOMMENDATION:	The GO Bond Park Projects for Matthew Hill Park include resurfacing the tennis courts and the outdoor basketball court, replacing the basketball goals and poles, and adding amenities such as picnic tables and benches for the park and tennis courts. Picnic tables and benches for a linear park at the Pettit Creek Trail on the Mission Road side and benches for the canoe/kayak launch are also included. This the breakdown of the costs: 1) Matthew Hill Park Improvements • Tennis/Basketball Court Resurfacing $14,400 • Amenities $10,522 • Outdoor Basketball Goals & Poles $ 7,700 • Benches on tennis courts $ 2,200 2) Linear park at Pettit Creek Trail $ 5,629 3) Canoe/Kayak launch benches $ 1,722 TOTAL $42,173 The tennis/basketball court resurfacing will be completed by Signature Tennis Courts, which completed the Dellinger and Hicks Park courts as well as the outdoor basketball court. The courts will look like the ones we currently have with the royal blue and light green color scheme. All the amenities, basketball goals and poles, picnic tables and benches will be purchased through BSN Sports. There will be approximately $147,000 of the GO Bond money remaining after these projects have been completed.
LEGAL:	N/A

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 05, 2020
SUBCATEGORY:	Bid Award/Purchase
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Purchase of a 2021 Dodge Ram 1500 4X4 truck
DEPARTMENT SUMMARY RECOMMENDATION:	I am requesting approval to purchase a 2021 Dodge Ram 1500 4X4 truck. This vehicle will replace an older vehicle in our fleet (2005 Ford F-150). This vehicle will be paid for using federal asset forfeiture funds. The police department sent a request for bids (RFB) for a 2021 Dodge Ram 1500 4X4 truck to several local car dealerships, the Georgia Procurement Registry, and also placed the RFB on the city's web site. We subsequently received three bids from the dealerships. The following are the bids for the 2021 Dodge Ram 1500 4X4 truck from each dealership that met the specifications: Robert Loehr Dodge $33,400.00 per vehicle Don Jackson Dodge $36,542.00 per vehicle Cooper Motor Company $33,839.00 per vehicle I recommend the low bid Robert Loehr Dodge for the Dodge Ram 1500 4X4 truck. If equipment is needed (Lights, siren, cage, computer, in-car camera, etc.) I am requesting to add $5,000.00 to the bid amount not to exceed $38,400.00. The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.
LEGAL:	N/A

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 05, 2020
SUBCATEGORY:	Bid Award/Purchase
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Purchase of a Replacement Patrol Vehicle
DEPARTMENT SUMMARY RECOMMENDATION:	I am requesting approval to purchase a patrol vehicle to replace one that was totaled on September 6, 2020. An officer was responding to a help call at Highway 41 and Church Street and was involved in an accident which resulted in the patrol car being totaled. This will be a replacement vehicle for the 2018 Dodge Charger and will be paid for out of insurance funds and federal asset forfeiture funds. The police department sent a request for bids (RFB) for a patrol vehicle to several local car dealerships, the Georgia Procurement Registry, and also placed the RFB on the city's website. We subsequently received three bids from the dealerships. The following are the bids for the patrol vehicle from each dealership that met the specifications: Robert Loehr Dodge $25,978.00 per vehicle Don Jackson Dodge $27,901.00 per vehicle Ginn Commercial $27,104.00 per vehicle I recommend the low bid, Robert Loehr Dodge, for the patrol vehicle. Any equipment needed (Lights, siren, cage, computer, in-car camera, etc.) will be removed from the totaled 2018 Dodge Charger. The P.D. will use previously approved vehicle purchase federal asset forfeiture funds for the striping of vehicle. The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.
LEGAL:	N/A

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 05, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Southern Actuary Services Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Attached is an invoice from Southern Actuary Services for the annual pension actuarial valuation and individual benefit statements for FY2020. This is a budgeted item. I recommend payment of this invoice.
LEGAL:	None

SOUTHERN ACTUARIAL SERVICES

Post Office Box 888343
Atlanta, Georgia 30356-0343
Telephone 770.392.0980
Facsimile 770.392.2193

Ms. April Tolbert
Human Resources Director
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

INVOICE

INVOICE NO: 722-1020
DATE: October 14, 2020
PAYMENT DUE BY: November 13, 2020

PROJECT	DESCRIPTION	FEE
722-62	Actuarial valuation and individual benefit statements as of July 1, 2020, submitted October 9, 2020	$12,500.00
	TOTAL DUE	**$12,500.00**

Please remit the total amount shown above on or before the payment due date. Clients that submit payment in a timely manner will be given priority over clients who owe past due amounts.

Please make all checks payable to Southern Actuarial Services Company, Inc.
If you have any questions concerning this invoice, please call (770) 392-0980.

WE APPRECIATE YOUR BUSINESS!

April Tolbert
10/19/2020

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	BidAward/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	SiteMed Annual Firefighters Physicals
DEPARTMENT SUMMARY RECOMMENDATION:	OSHA 29 CFR 1910 and National Fire Protection Association (NFPA) 1582 require fire fighters to be cleared on an annual basis. This clearance is both medical and physical. In addition, there is a health and wellness component for firefighters that requires a fitness program within Cartersville Fire. We are seeking your approval to have our annual physicals performed by the Site-Med Corporation. This staff has been performing physicals for Cartersville Fire for a number of years and is single source due to the complexity and ability to perform all testing on site at our PSHQ. All suppression personnel will have full medical examinations, vision, hearing, pulmonary function, EKG as well as strength evaluation, flexibility and aerobic capacity. In addition, all of our current Hazardous material team members will receive heavy metal profiles and additional tests to meet Haz-Mat requirements. Beyond the physicals, our department receives yearlong consultation service by Dr. Walker and his staff for return to work clearance and rehabilitation assistance for any firefighter injuries we may have during the year. The cost for the annual physical and medical program is $23,975.00. This is the same rate as 2019. Because of the nature of the testing and the potential for addition cardiac screening that may be necessary after the base physical, we are respectfully requesting an amount up to and not to exceed $26,500.00. This is a budget item and this amount is still below our budget.
LEGAL:	

Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582

A. Medical Component per NFPA 1582 Chapters 6 & 7

- Comprehensive Medical History – All necessary forms will be provided
- Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
- Vitals – Height, Weight and Blood Pressure
- Body Composition – Bio Impedance Analysis (BIA)
- Vision – Snellen (distance) screening
- Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
- Hearing Test –audiogram using our Benson audiometers
- Pulmonary Function Testing (PFT)
- EKG – 12-lead resting electrocardiogram

$285 per person

B. Fitness Component per NFPA 1582 Chapter 8

- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3)*
- Hand grip strength evaluation (NFPA 1582 C.2.1.5)
- Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
- Arm Strength Evaluation (NFPA 1582 C.2.1.7)
- Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
- Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
- Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)

Additional $10 per person

C. SiteMed Value-Added Standard Components

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics
- Option to add additional laboratory / Studies. Details on pages 5 & 6.

SiteMed Lab Analysis

Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)

Glucose
Sodium
Potassium
Chloride
Blood Urea Nitrogen
eGFR
Creatinine
BUN/Creatinine ratio
Uric Acid
Inorganic Phosphorus
Calcium
Iron
Total Protein
Albumin
Globulin
Albumin/Globulin Ratio
Total Bilirubin

Alkaline Phosphatase
Gamma-GT
AST (SGOT)
ALT (SGPT)
LDH

Lipids:

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL-Very Low Density Lipoprotein Cholesterol
Cholesterol / HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Urinalysis (sent out to lab, not dipstick) (Screens for Bladder & Kidney Cancers)

Color
Appearance
Specific gravity
pH
Protein
Glucose
Ketones
Occult blood
Leukocyte esterase
Nitrite
Bilirubin
Urobilinogen
Microscopic examination of urine sediment

Thyroid (Screens for Thyroid Cancer)

Thyroid-stimulating Hormone (TSH)

Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)

White Blood Count (WBC)
Red Blood Count (RBC)
Hematocrit
Platelets
RDW
Hemoglobin
Mean Corpuscular Volume (MCV)
Mean Corpuscular Hemoglobin (MCH)
Mean Corpuscular Hemoglobin Concentration (MCHC)

Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at www.sitemedfire.com *during phase I* and click on the "store" tab in the navigation menu for more information.

Chest X-Ray	**$110 per person**
DOT Medical Cards	**$35 per person**
Vision – Titmus color blindness, visual acuity & depth perception	**$15 per person**
Tuberculosis Skin Screening (minimum number required)	**$25 per person**
Hepatitis B Antibody Screening (Blood Test)	**$27 per person**
Hepatitis C Screening (Blood Test)	**$27 per person**
Varicella Antibody Screening (Blood Test)	**$55 per person**
Measles, Mumps, Rubella Screening (Blood Test)	**$75 per vaccine**
Hepatitis A Vaccine – 2-dose series	**$95 per vaccine**
Hepatitis B Vaccine – 3-dose series	**$85 per vaccine**
Tetanus/Diphtheria/Pertussis Vaccination	**$65 per vaccine**
Measles, Mumps, Rubella Vaccine	**$85 per vaccine**
Varicella Vaccine	**$120 per vaccine**
Influenza Vaccine – requires pre-booking	**$35 per vaccine**
Blood typing (ABO grouping & Rho-D)	**$17 per person**
HIV Screening (Blood Test)	**$25 per person**
CRP (C-Reactive Protein) - Marker of inflammation & possible cancer	**$15 per person**
Hemoglobin A1C – Diabetes screen	**$40 per person**
Cholinesterase, RBC – blood test (Haz-Mat teams)	**$42 per person**
Heavy Metals Blood Panel (Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	**$150 per person**
Blood and Urine Collection at LabCorp Facility	**$7.50 per person**
Blood and Urine Collection at non LabCorp Facility	**$20 per person**
Testing for 40 years old and over:	
NMR Particle Test Determines the # of High & Low Chol Particles	**$45 per person**
Coronary Calcium Scoring* not available at all locations Used to detect hidden heart disease	**$160 per person**
Fecal Occult Blood Screening - Screens for Colon & Rectal Cancers	**$18 per person**
Ovarian Cancer Screening (CA-125) – female	**$30 per person**
PSA screening – males; screens for Prostate cancer	**$25 per person**

SiteMed FIRE™

AGREEMENT

The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

Phase 1 (blood draw) days	3 consecutive days up to 4 hours each day
Phase 2 (Testing) days	3 consecutive days up to 7 hours each day

☐ Medical Component
☒ Medical and Fitness Component

Minimum number of exams	71 @ $295 each	= $20,945

Optional Services:
See page 5, ex. NMR, PSA, etc.

Prostate Specific Antigen	# 30 @ $25 each	= $ 750
Heavy Metals Panel	# 15 @ $150 each	= $2,250
CA-125	# 1 @ $30	= $ 30
TOTAL		**= $ 23,975**

Bloodwork will be drawn in the morning approximately 3-4 weeks prior to testing. Statistics will be submitted in a timely manner following last day of testing.

Additional fees of $7.50 per person will apply for labs collected at LabCorp facility due to missed appointments or absenteeism during Phase 1.

Program will be broken down as follows:

Phase 1: Laboratory specimen collection at your facility 3-4 weeks prior to Phase 2
Phase 2: All other services including physical exam

Scheduling of services is as follows: To be determined

Billing of services is as follows: **25% to be invoiced after Phase 1 is completed**
75% to be invoiced after Phase 2 is completed

1634 White Circle – Suite 101
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Mulching Head
DEPARTMENT SUMMARY RECOMMENDATION:	We recommend approval of the purchase of the mulching attachment from Vermeer for $25,000. This is a budgeted expense and also includes all hoses and mounting brackets required to use the attachment on all of our excavators.
LEGAL:	N/A

EXCAVATOR MULCHING ATTACHMENT

The Electric Department is seeking approval of the purchase of a mulching attachment for our excavators. This attachment enables us to clear easements and rights-of-way in a much shorter time. An additional benefit of using the attachment vs traditional clearing methods is that there is no debris removal required because all that is left behind is a natural bed of mulch. The attachment can work on slopes and thick growth that a bush hog cannot.

The Electric Department is requesting your approval to excavator mulching attachment from Vermeer for $25,490.00. This is a budgeted expense and also includes all hoses and mounting brackets required to use the attachment on all of our excavators.

Vermeer Southeast

Vermeer Southeast Sales & Service, Inc.
1320 Gresham Road
Marietta, Georgia 30062

QUOTE

Date: October 26, 2020

Sales Rep: Scott Holder

Customer Information:

City of Cartersville - Electric Department
330 S Erwin St
Cartersville, GA 30120

Delivered to:

Same

Contact Name: Greg Sharpton
Phone Number: (678) 247-4014

Payment method: Finance

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	**New Mulching Head for ViO80** **Serial #** Type: Heavy Duty Model: FMX36 Cutting Width: 44" Approx Weight: 850 lbs Approx Flow Range: 12-30 gpm Exc Size (Metric Ton): 5-10 T Tools: 18	$ 19,100.00	$ 19,100.00
1	**Hose Kit for ViO80 Mulching Head**	$ 963.00	$ 963.00
1	**Lexan Guard for Mulching Head**	$ 2,144.00	$ 2,144.00
1	**Hose Kit for ViO55 Mulching Head**	$ 963.00	$ 963.00
1	**ViO55 Mounting Plate**	$ 2,320.00	$ 2,320.00
	Note: This price does not include installation through Vermeer. This mulching head may also need a case drain and hose installed as well which has not been included in this quote. Additionally, if the City of Cartersville were to purchase a ViO55 the mount and hoses would need to be changed on the mulching head in order to fit the ViO55.		
		SubTotal	$ 25,490.00
		Tax	Not Included
		Total	$ 25,490.00
		Less Down Payment	
		Balance Due	

THANK YOU FOR YOUR BUSINESS!
Quotes Valid for 30 Days

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer _____

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	SEGAS Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	We recommend approval for payment of the SEGAS invoice for $6,840.00. The customer was required to cover the expense of the bore to the building, and they have already reimbursed us for the cost.
LEGAL:	N/A

SEAGAS INVOICE FOR DIRECTIONAL BORING

The Electric Department is requesting authorization to pay an invoice to our directional boring contract, Southeastern Natural Gas Services of Rome, Inc. The expense resulted from a new building at the Cartersville Garden apartments that was not feasible to trench to, nor build an aerial line to. The customer was required to cover the expense of the bore to the building, and they have already reimbursed us for the cost.

We are requesting your authorization to pay the invoice to Southeastern Natural Gas Services of Rome, Inc for the amount of $6,840.00.

Invoice

Southeastern Natural Gas Services of Rome, Inc.
1845 Old Cedartown Hwy., S.E.
Lindale, GA 30147
segas4156@gmail.com
770-547-4156

Date	Invoice #
10/20/2020	1886

Bill To
City of Cartersville Electric Attn: Greg Sharpton 320 S Erwin St. Cartersville, GA 30120

P.O. Number	Terms
	Due on receipt

Description	Quantity	Unit	Unit Price	Amount
Cartersville Garden Apartments				
2" Conduit Bore	290	LF	17.00	4,930.00
Additional 2" Conduit	290	LF	4.00	1,160.00
Equipment Set Up	1	LS	750.00	750.00

APPROVED
ELECTRIC DEPT.

DATE APPROVED 10 / 27 / 2020
DEPT HEAD
CITY MGR

CHARGE ACCOUNT (S)	AMOUNT
510 - 3500 - 54 - 1508	$6,840
510 - 3500 - -	
- -	
- - -	
TOTAL	$6,840

Total $6,840.00

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Highland 75 Cable Vault
DEPARTMENT SUMMARY RECOMMENDATION:	We recommend approval for the purchase of the 6'x10'x7' underground vault from Irby Utilities, built to our specs for $7,732.00. This is a budgeted capital expense.
LEGAL:	N/A

HIGHLAND 75 - CABLE VAULT

The Electric Department is seeking approval of the purchase of a 6’X10’X7’ concrete cable vault for our construction of the new feeder into the Highland 75 Industrial Park. The vault is used as an access and pulling point for installing and maintaining the underground cable.

The Electric Department is requesting your approval to purchase this vault from Irby Utilities for $7,732.00. This is a budgeted capital expense.

Derek Hampton

From: Jeff Nalli
Sent: Wednesday, October 28, 2020 4:45 PM
To: Derek Hampton
Subject: FW: [External]Vault

From: GODFREY Neil <godfrey@irby.com>
Sent: Thursday, September 10, 2020 10:57 AM
To: Jeff Nalli <jnalli@cityofcartersville.org>
Subject: RE: [External]Vault

Jeff-

Finally got an answer… we had to go around and around a bit because the submittals that I had were a little outdated. What they quoted would be identical to the last vault you guys ordered-

1ea 6' X 10' X 7' vault, electric top, 47-hole racking pack- $7732.00ea

We're probably looking at around 7-8 weeks for delivery, but since some of the components come from outside vendors, that could change depending on when we send in the order, etc.

Thanks,
Neil

Neil Godfrey
Sales Representative
Irby Utilities
1025-A Cobb International Place
Kennesaw, Ga. 30152
Phone: 770-422-1005
Fax: 770-427-8455
Direct: 678-819-1444
www.irby.com

From: Jeff Nalli <jnalli@cityofcartersville.org>
Sent: Monday, August 31, 2020 3:21 PM
To: GODFREY Neil <godfrey@irby.com>
Subject: RE: [External]Vault

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

Thanks Neil,
I'm going back to see what I can come up with also. Unfortunately, these had been ordered by Dillard and I'm having a tough time finding anything on them.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 05, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Highland 75 Switching Cubicle
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department recommends approval of the purchase of the S&C PMH-10 Switching Cubicle from Gresco for $21,435.00. This is a sole-sourced item for the type that we have standardized on, and was budgeted in our capital expenses.
LEGAL:	N/A

HIGHLAND 75 – SWITCHING CUBICLE

The Electric Department is requesting authorization to purchase an S&C PMH-10 Switching Cubicle as the last major component needed to finalize our new feed into the Highland 75 industrial park. This cubicle will serve as the tie-point between our two feeders into the park from the substation across the road.

This is a sole-sourced item for the type that we have standardized on, and was budgeted in our capital expenses. We are requesting your authorization to purchase the PMH-10 switching cubicle from Gresco Utility Supply, Inc. for $21,435.00.

WHITEHEAD & ASSOCIATES, INC.

S&C ELECTRIC COMPANY
Excellence Through Innovation

GRESCO UTILITY SUPPLY, INC
1135 RUMBLE ROAD FORSYTH
GA 31029

Quotation

Date: 14-SEP-2020
Expires On: 04-OCT-2020

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO THE TERMS AND CONDITIONS AS LISTED BELOW

QUOTE PREPARED BY	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Nara Gish	478-315-0824	nara.gish@gresco.com	Ground	Net 30 Days

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
01	1	55243R3-K10	55243R3--VOLTS: 25000 AMPERES: 600 --PAD-MOUNTED GEAR -- OUTDOOR PRIMARY DISTRIBUTION -- MANUAL MODEL PMH-10 K10- 24" Base Spacer, noncompartmented, increases cable-termination height	$ 21,435.00	$ 21,435.00
				TOTAL:	$ 21,435.00

Safety has always been S&C's number one priority. Though S&C is still committed to serving our customers while maintaining appropriate health precautions, the impacts of COVID-19 cannot be reasonably determined at this time. This quote does not account for any potential adverse impacts COVID-19 may have on S&C's performance or obligations herein. In the event of any delays or adverse impacts, S&C reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind. By accepting this quote or issuing a purchase order for the quoted products and/or services, you agree to and accept these terms.

Ship Schedule

Lead-time for the quoted material is approximately 15-17 weeks after receipt of your formal purchase order. All shipping estimates are subject to prior sales of material and/or manufacturing capacity.

Terms and Conditions of Sale

This proposal is in accordance with S&C general terms and conditions of sales **(S&C Price Sheets 150, 155, 156, 171,172, 181, & 183)**; those applicable to this proposal are provided in the Appendix section. Prices quoted exclude any manufacturer's sales, use or other excise taxes or duties. Any such taxes which Seller is required to pay or collect will be invoiced to Buyer.

Links to the aforementioned Price Sheets may be found on our public website (https://www.sandc.com/en/search?q="Price+Sheet")

Terms of Payment: Net 30 Days

Terms of Delivery: F.O.B. Factory: Prices are F.O.B. common carrier shipment point, with seller's selection of transportation prepaid to common carrier delivery point nearest first destination on orders with net invoice value of $5,000.00 or more. For orders with less than $5,000.00 net value, prices are F.O.B. Common carrier shipment point, freight collect or prepaid and added to the invoice.

Purchase Order: Please send a purchase order to:

S&C Electric Company

C/O Whitehead and Associates, Inc.
Patrick Costello
5998 Lake Forrest Dr NW
Atlanta GA 30328

This quotation is valid for thirty (30) days from date of creation.

GENERAL: The standard conditions of sale contained herein and the special conditions of sale set forth in the applicable product-line specification bulletins, and any supplements or modifications thereto confirmed by the seller's acknowledgment, together with any written specifications or certifications signed by one of the seller's authorized executives●, shall constitute the complete and exclusive statement of the seller's conditions of sale. In no event shall transactions be subject to any affirmation of fact or promise that relates to the application, performance, or description of the goods unless such affirmation or promise is in writing and signed by one of the seller's authorized executives● or is confirmed by the seller's acknowledgment. ANY TERMS, WHETHER IN A PURCHASE ORDER OR OTHER DOCUMENT OF THE IMMEDIATE PURCHASER, IRRESPECTIVE OF THEIR MATERIALITY, THAT ARE EITHER DIFFERENT FROM OR ADDITIONAL TO THE SELLER'S CONDITIONS OF SALE AS SET FORTH ABOVE ARE OBJECTED TO AND ARE EXCLUDED UNLESS EXPRESSLY AGREED TO IN THE SELLER'S ACKNOWLEDGMENT. Acceptance of the goods shipped shall constitute assent to the seller's conditions of sale. In special transactions involving a formal invitation to bid and a formal award by purchase contract, the seller's conditions of sale apply only to the extent not inconsistent with the purchase contract.

NONASSIGNABLE SOFTWARE LICENSE: Certain software, computer programs, source code, object code, listings, and related materials, in machine-readable or printed form, including firmware and all types of media, and all updates and modifications thereto ("Software" hereafter), may be delivered by the seller to the immediate purchaser together with each product. Such Software is furnished to the immediate purchaser or, if the product is purchased by a third party for installation in third-party equipment, the end user of the equipment, under a nonexclusive license for use solely on a single product, and may not be copied, in whole or in part, nor may it be sub-licensed. The immediate purchaser shall preserve any and all copyright notices included in the Software. Except as set forth herein, or as may be permitted in writing by the seller, the immediate purchaser shall not provide or otherwise make available the Software or any part of copies thereof to any third party. Title to, ownership of and all applicable rights in patents, copyrights, and trade secrets in the Software shall not transfer to the immediate purchaser or end user. The immediate purchaser agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Software to fulfill its obligations hereunder.

LIMITED WARRANTY AND EXTENT OF LIABILITY:

(1) General: The seller warrants to the immediate purchaser for a period of two years from the date of shipment that the equipment delivered will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty (or to any additional warranty contained in the special conditions of sale set forth in the applicable product-line specification bulletin) appear under proper and normal use within two years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated, and maintained in accordance with recommendations of the seller and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at the seller's option) by shipment of necessary replacement parts. The seller's warranty does not apply to any equipment that has been disassembled, repaired, or altered by anyone other than the seller. This limited warranty is granted only to the immediate purchaser or, if the equipment is purchased by a third party for installation in third-party equipment, the end user of the equipment. The seller's duty to perform under any warranty may be delayed, at the seller's sole option, until the seller has been paid in full for all goods purchased by the immediate purchaser. No such delay shall extend the warranty period.

The seller further warrants to the immediate purchaser or end user that for a period of one year from the date of shipment the Software will perform substantially in accordance with the then-current release of specifications if properly used in accordance with the procedures described in the seller's instructions. The seller's liability regarding any of the Software is expressly limited to exercising its reasonable efforts in supplying or replacing any media found to be physically defective or in correcting defects in the Software during the warranty period. The seller does not warrant the use of the Software will be uninterrupted or error-free.

(2) Limitation: The warranty and/or obligations described in the foregoing paragraph, including any additional warranty contained in the special conditions of sale, are exclusive; and the remedies provided hereinabove for breach of these warranties shall constitute the immediate purchaser's or end user's exclusive remedy and a fulfillment of all of the seller's liability. In no event shall the seller's liability to

★ Includes exporters located in the United States.

● Authorized executives are the chairman of the board, president, vice president of any rank, or any other executive expressly designated by S&C.

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the immediate purchaser or end user exceed the price of the specific product which gives rise to the immediate purchaser's or end user's claim. The seller's warranties do not apply to major components not of S&C manufacture, such as: surge arresters, current-limiting fuses, instrument transformers, relays and meters, low-voltage circuit breakers, remote terminal units, and terminators. However, the seller will assign to the immediate purchaser or end user all manufacturers' warranties that apply to such major components. All other warranties whether express or implied or arising by operation of law, course of dealing, usage of trade or otherwise, are excluded. The only warranties are those stated herein, and THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY OR OTHER OBLIGATION PROVIDED HEREIN IS GRANTED ONLY TO THE IMMEDIATE PURCHASER AND END USER, AS DEFINED HEREIN. OTHER THAN AN END USER, NO REMOTE PURCHASER MAY RELY ON ANY AFFIRMATION OF FACT OR PROMISE THAT RELATES TO THE GOODS DESCRIBED HEREIN, ANY DESCRIPTION THAT RELATES TO THE GOODS, OR ANY REMEDIAL PROMISE INCLUDED IN THESE STANDARD CONDITIONS OF SALE. The seller shall not be liable, in contract, tort, or otherwise (including for negligence, breach of warranty, indemnity, and strict liability) for any penalty or for any special, consequential, indirect, or incidental damages, whether for personal injury or property damage, including specifically but without limitation, loss of profits or revenue, loss of other equipment, loss of full or partial use of any equipment or facility, down-time costs, business interruption, any claim arising out of loss of electrical power, cost of capital, loss of goodwill, claims of third parties, costs associated with the removal of equipment from service or reinstallation or disassembly or reassembly, or similar damages, arising out of or resulting from this order or transaction.

NUCLEAR: For applications in a nuclear facility, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify the seller, its subcontractors, suppliers, and vendors against all claims resulting from a nuclear incident

WILDFIRE: For applications in Wildfire-Prone Regions, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a Wildfire Incident and shall indemnify the seller, its subcontractors, suppliers, and vendors against all claims resulting from a Wildfire Incident. As used in this document, Wildfire-Prone Regions means mountainous land, forest-covered land; brush-covered land; grass-covered land; land covered with flammable material; and/or land designated by a federal, state, or local government or agency as a fire hazard zone. Wildfire Incident means an unplanned or unwanted wildland fire, including authorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to extinguish the fire.

EXPORT COMPLIANCE: The seller is required to comply with applicable export laws and regulations of the U.S. For any sale made under this contract, the purchaser shall not export, re-export, distribute, download, or supply any product, component, part, and/or Software other than to the ultimate country of destination specified in this contract, without obtaining prior, written authorization from the seller and the applicable U.S. Government agency. The seller reserves the right to suspend or cancel delivery of products, components, parts, and/or Software to the purchaser or cancel this contract in its entirety, without liability to the seller, if the seller has a good faith basis for believing the purchaser has violated or intends to violate this paragraph.

COMPLIANCE WITH ANTI-BRIBERY LAWS: The U.S. Foreign Corrupt Practices Act ("FCPA") and laws in other countries strictly prohibit the payment of bribes, kickbacks, or similar payments to influence business. The purchaser agrees not to take any action whatsoever to wrongfully influence any decisions in its or the seller's favor relating to goods sold hereunder, either directly or indirectly.

TERMS OF DELIVERY:

(1) Risk of Loss. Unless otherwise agreed, for all shipments, risk of loss of the products or any part thereof shall pass to the immediate purchaser upon delivery to the common carrier, but the seller will assist the immediate purchaser in submitting claims for loss or damage.

(2) Allowance for Freight.

(a) **Deliveries within the United States except Alaska and Hawaii (The Lower 48)**. For orders with net value of $5000.00 or more, prices include freight by the seller's selection of transportation, to common carrier delivery point nearest first destination. For orders with net value less than $5000.00, freight is collect, or prepaid and added to the invoice.

(b) **Alaska and Hawaii**. For orders with net value of $5000.00 or more, prices include freight by the seller's selection of transportation, to common carrier delivery point nearest first destination within The Lower 48. For orders with net value less than $5000.00, freight is collect, or prepaid and added to the invoice.

(3) Fuel Surcharge. For orders with the seller's selection of transportation prepaid to common carrier delivery point nearest first destination, a fuel surcharge will be added to the invoice if specified in the quotation. This fuel surcharge will be calculated at the time of shipment, and will be equal to 0.00875% of the net value of the order for every $0.05 increase in

fuel price above a base fuel price of $1.20 per gallon. The fuel price at the time of shipment will be determined from the National Average Diesel Fuel Price Index provided by the United States Department of Energy.

(4) Method of Transportation and Routing. The seller will determine the method of transportation and the routing of the shipment. Where the immediate purchaser requires shipment by a method of transportation or routing other than that of the seller's selection, any additional transportation and/or packing expense is to be borne by the immediate purchaser.

(5) Export Packing. Where "export packing" is required an extra charge will be made not to exceed 5% of the net selling price.

(6) Unloading of Shipments. Provision of suitable facilities and personnel at delivery point for unloading of shipments is to be the responsibility of the immediate purchaser.

TERMS OF PAYMENT: Net 30 days. The goods shall remain personal property and the seller retains a security interest therein until fully paid.

If, in the judgment of the seller, the credit status of the immediate purchaser, at any time, does not justify the continuation of production or shipment of goods ordered on the terms of payment agreed upon, the seller, in its sole discretion, may require revision of payment terms to its satisfaction or shall be entitled to cancel or defer any orders or items or quantities thereon then outstanding, without obligation by either the immediate purchaser or the seller with respect to unshipped goods.

If any payment is not made in full when due, the seller is entitled to recover possession of the goods shipped, and if they are in the immediate purchaser's possession or control the immediate purchaser shall assemble them at a place to be designated by the seller. Repossession by the seller shall not exclude or modify any remedy provided by law. Also, if payment is not made in full when due, the seller may require, with respect to any orders or items or quantities thereon then outstanding, full or partial payment in advance or shall be entitled to cancel or defer any of such orders or items or quantities thereon and shall be entitled to payment by the immediate purchaser for all damages.

In the event any proceeding is brought by or against the immediate purchaser under any bankruptcy or insolvency laws, the seller shall be entitled to cancel any orders or items or quantities thereon outstanding as of the date of such bankruptcy or insolvency.

HANDLING CHARGES FOR IMMEDIATE SHIPMENTS: When immediate shipment of products, components, and/or parts is required, premium freight methods will be employed to minimize transportation time. Due to the extra attention required by such orders, a handling charge of $100.00 will apply, in addition to the extra charges for premium freight.

PRICE ADJUSTMENTS: Prices stated on the seller's acknowledgment for orders, or items or quantities thereon, for which the earlier of the actual or scheduled date of shipment (the "Controlling Date") is within 360 days from date of order, are not subject to upward or downward adjustment unless specified in the quotation. Prices for orders, or items or quantities thereon, for which the Controlling Date is beyond 360 days after date of order, may be increased at time of shipment by percentages which will not cumulatively exceed 1% for each full 30-day period or fraction thereof by which the Controlling Date is beyond 360 days after date of order.

QUOTATIONS: Any price, quantity, or condition of sale stated in any quotation is effective for 30 days from date of quotation unless changed by notice. No quotation shall have any force or effect after 30 days from date of quotation unless effective period of such quotation is expressly extended in writing by the seller.

All orders, whether or not based upon specific quotations, are subject to acceptance by the seller only at its general offices in Chicago, Illinois.

Subsequent to the issuance of quotations, the seller may, without notice, make design changes for product modernization or improvement. Catalog numbers may be supplemented with the letter "R" followed by a digit identifying the latest design revision.

If specified in the quotation, a materials surcharge may be applied to the net selling prices of products at the time of shipment, depending on the cost levels of purchased parts and materials in the preceding month.

TAXES: Where the seller is required to pay or collect sales, use, or other taxes, the amount will be added to the invoice as a separate item.

LOSS, DAMAGE, OR DELAY: Shipping dates are approximate and are based upon prompt receipt of all necessary information. The seller is not liable for loss, damage, detention, or delay due to causes beyond its reasonable control such as, but not limited to: acts of God, acts of the immediate purchaser, acts of civil or military authority, priorities, fires, strikes, labor issues or difficulties, floods, earthquake, weather, epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, and manufacturing facilities from usual sources due to such causes.

INTELLECTUAL PROPERTY: The seller shall defend any suit or proceeding brought against the immediate purchaser so far as based on a claim that any product, or any part thereof, sold hereunder constitutes an infringement or misappropriation of intellectual property rights of others if notified promptly in writing and given authority, information, and assistance (at the seller's expense) for the defense of same, and the seller shall pay all damages and costs awarded therein against the immediate purchaser, provided that this agreement shall not extend to any infringement based upon the manufacture, use, or sale of said product or any part or parts thereof, in

combination with apparatus or things not furnished by the seller. In case the product, or any part thereof, furnished hereunder is in such suit held to constitute infringement and its use enjoined, the seller shall, at its own expense and at its option, either (1) procure for the immediate purchaser the right to continue using said product or part thereof; or (2) replace the same with a noninfringing product; or (3) modify it so that it becomes noninfringing; or (4) remove said product and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the seller with respect to infringement by said product or any part thereof.

The preceding paragraph shall not apply to any equipment or product, or any part thereof, manufactured to the immediate purchaser's design. As to such equipment or product, or any part thereof, the seller assumes no liability whatsoever for infringement or misappropriation.

CLERICAL ERRORS: The seller reserves the right to correct clerical errors or omissions in quotations, acknowledgments, invoices, or other documents.

MODIFICATION, CANCELLATION, OR DEFERMENT BY THE IMMEDIATE PURCHASER: Orders or purchase contracts may be modified or cancelled, and scheduled shipments may be deferred, only upon the immediate purchaser's prior written notice and upon confirmation by the seller's revised acknowledgement and upon terms, satisfactory to the seller, which compensate the seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than the date set forth in the seller's revised acknowledgment.

Additional catalog number items may be added to, and/or quantities of specified catalog numbers adjusted on, unshipped orders up to 10 business days from the order or purchase contract date. Shipment schedules for additional items are dependent upon product availability; these items may not ship with the items originally specified on the order or purchase contract.

SELLER'S REMEDIES: The rights of seller specified herein are cumulative and in addition to the rights available to seller at law or in equity. No delay or failure by seller to exercise any right or remedy shall impair any of such rights or remedies or be construed to be a waiver of any breach or acquiescence therein. Any single or partial exercise of any right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy.

EEO COMPLIANCE: Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ILLINOIS LAW GOVERNS: The laws of Illinois shall govern the interpretation and effect of all contracts and the rights and remedies of the parties.

POLICIES RELATING TO SALES

CHANGES TO PRICES AND CONDITIONS OF SALE: Prices and conditions of sale are subject to change without notice.

WITNESS OF TEST: Normal production procedures do not provide opportunity for the immediate purchaser to witness routine factory tests on their apparatus. Witness of such tests by the immediate purchaser requires special processing of the order and usually entails delays in production and additional charges, information on which can be furnished on request.

RETURNS: Products may not be returned by the immediate purchaser without first securing authorization and a return goods authorization number. Where the seller authorizes the immediate purchaser to return unused, recently received products, charges will be made to cover outgoing transportation paid by the seller plus cost of restocking, repackaging, reinspection, repair, or disassembly as applicable. Only products manufactured within the past two years and still of current design will be eligible for return. In general, charges, over and above the transportation, will be based on the following schedule:

(1) 25% of the net selling price for standard catalog products regularly carried in the seller's active warehouse stock and returnable directly to stock without reinspection, repackaging, repair, or modification;

(2) 35% of the net selling price for standard catalog products not regularly carried in the seller's active warehouse stock, but which are sufficiently active to warrant being placed in stock and which can be returned directly to stock without reinspection, repackaging, repair, or modification;

(3) 50% of the net selling price for standard catalog products not sufficiently active to warrant being placed in stock and which therefore must be unpacked and disassembled;

(4) 60% or more of the net selling price for products of a custom nature which must be unpacked and disassembled and from which only certain parts and subassemblies are salvageable.

Authorized returns, with the return goods authorization number identified on the material to be returned, should be shipped, freight prepaid and at the immediate purchaser's risk, to the address below unless otherwise instructed:

S&C Electric Company
Repair Center
1800 Devon Avenue
Chicago, Illinois 60660-1010

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	4” PE Pipe for stock/Old Alabama Road CP-14-002
DEPARTMENT SUMMARY RECOMMENDATION:	This 4” PE Pipe is for project CP-14-002 for the S.R. 113/Old Alabama Road Relocation from Pumpkinvine Creek to C.R. 699. Consolidated Pipe is our sole source provider for this item. I recommend the approval for this PE Pipe, totaling 13,200 LF at $2.96/LF. The total of this item is $39,072.00. This is a budgeted item.
LEGAL:	N/A

CP-14-002 / Stock

October 22, 2020

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"	4" PE Pipe Cartersville # 315008	13,200	LF	$ 2.96 / FT Numerals	$ 39,072.00 Numerals	2 weeks Calendar Days

Two Dollars + Ninety Six Cents FT
Words *(Unit Price Only)*

TOTAL BID $ 39,072.00
Numerals

BID PROPOSAL SUBMITTED BY:

Name of Supplier	Name of Preparer	Date
CPS	Paul Reynolds	10-23-20

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 of Cartersville

C:\Users\reynolds\Desktop\4 Inch

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	8” Line Stopper Fittings
DEPARTMENT SUMMARY RECOMMENDATION:	These 8” line stopper fittings are to replenish our stock. Mueller is our sole source provider for these fittings. Each fitting is $4,419.87, totaling $8,839.74. I recommend the approval of this item. This is a budgeted item.
LEGAL:	N/A

MUELLER CO, LLC
GAS PRODUCTS DIVISION
PHONE: (800) 798 3131
FAX: (217) 425 7524
ORDERS@MUELLERGAS.COM

Quote #: Q-79444
Date: October 21, 2020
Expiration Date: November 20, 2020

Requester: RODNEY REYNOLDS
Req. Phone: (770) 387-5642
Req. Email:
rreynolds@cityofcartersville.org

Quote Name: 8" H-17281
Currency Type: USD
Job Name:

Acct #: 94031500
Customer Name:
CARTERSVILLE GAS SYSTEM, CITY OF - CARTERSVILLE
Customer Address:
155 OLD MILL ROAD
CARTERSVILLE, GA, 30120

CUST. ITEM NO.	QTY	PART #	DESCRIPTION	Lead Days	FOB	UNIT NET	LINE TOTAL
	2	017281 746	8" LINE STOPPER FITTING	28	Decatur	4,419.87	8,839.74

Total Amount: $8,839.74

TERMS: 2% 15 Days, NET 30 Days

FOB FACTORY with full freight allowed on a single order having a list value over $3500.00

NOTE: This quote number must appear on all purchase orders submitted to Mueller Co for quote prices to be valid. Requests for any product compliance certification must be made in writing at time of order for that particular product.

Send all PO's to ORDERS@MUELLERGAS.COM

Based on acceptance of Quoted Pricing within 30 Days of Quote Date. Mueller reserves the right to change prices prior to the expiration date due to the uncertainty of raw material pricing. Please reference job name or quote number on all purchase orders related to this quotation.

NOTES:

Sales Rep: BLAKE BATTLESON | (919) 588-0225 | bbattleson@muellergas.com
Inside Sales: DALE CANNON | (217) 425-7377 | dcannon@muellergas.com

Mueller Co, LLC's Terms and Conditions of Sale apply to this quotation. A copy of our Terms and Conditions of Sale can be downloaded from:
https://www.muellergas.com/terms-conditions/

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities where providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. MWP brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, Jones®, Mi.Net®, Milliken®, Pratt®, Singer®, and U.S. Pipe Valve and Hydrant. Please see muellerwp.com/brands to learn more.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	8 5/8” Coated Steel Line Pipe for stock/Old Alabama Road CP-14-002
DEPARTMENT SUMMARY RECOMMENDATION:	This 8 5/8” coated steel line pipe is for project CP-14-002 for the S.R. 113/Old Alabama Road Relocation from Pumpkinvine Creek to C.R. 699. Consolidated Pipe is our sole source provider for this item. I recommend the approval for this PE Pipe, totaling 1,220 LF at $16.15/LF. The total of this item is $19,703.00. This is a budgeted item.
LEGAL:	N/A

CP-14-002

October 22, 2020

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.	8 5/8"	O.D. .219" W.T., F.B.E. Coated, ERW X42/52 Steel Line Pipe Cartersville # 315014	1,220	LF	$ 16.15 / Ft (Numerals)	$ 19,703.00 (Numerals)	2-3 weeks (Calendar Days)

Sixteen Dollars & Fifteen Cents Ft
Words *(Unit Price Only)*

TOTAL BID $ 19,703.00
Numerals

BID PROPOSAL SUBMITTED BY:

Name of Supplier	Name of Preparer	Date
CS	Paul Gat	10-23-20

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 of Cartersville

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	WPCP – Secondary #2 Gearbox Rebuild
DEPARTMENT SUMMARY RECOMMENDATION:	At approximately 02:00 on Friday, October 2, 2020, the Number 2 gearbox in the secondary lift station expired. The gearbox drives the Number 2 screw pump which feeds raw sewage into the wastewater plant. The gearbox was pulled and sent to Motor & Gear Engineering (M&GE) for an expedited rebuild. A quick turnaround was requested due to the scheduled arrival of heavy rain from Hurricane Delta on Friday, October 9, 2020. M&GE returned the completed box and the pump was returned to operation on Friday, October 9, 2020. The expedited turnaround enabled us to avoid rental of expensive bypass pumps the cost of which would far exceed the overtime charges from M&GE. I recommend approval of the M&GE invoice for $16,324.28. This is a budgeted item and will be paid from account 505.3330.52.2361 – Maintenance to WPCP.
LEGAL:	

Cole Technology Inc.
MOTOR & GEAR ENGINEERING

Mailing Address
3980 MLK Jr. Dr.
Atlanta, GA 30336

Shipping Address
3795 Wendell Dr.
Atlanta, GA 30336

Ph: 404-691-9119

Attn	cc
BART SEARS	
Phone:	**Fax:**

Quote Number
1RMGQ10632

Job Number
1RMG10821

Customer Information

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120

Ship To Information

CITY OF CARTERSVILLE WATER DEPT
148 WALNUT GROVE ROAD
CARTERSVILLE, GA 30120

Quote Date:	**10/5/2020**
Customer ID:	100534
Quoted By:	Jason Clark
RFQ #:	
Salesperson:	Randy Hutcheson
Terms:	Net 30

Nameplate Information

Ship Via: **Our Truck**

ID	1MG10804	**Rated V.**	460
Motor-Make	Shin Myung Electric	**Rated A.**	1.9
Motor-Serial #	LL 000084	**# of Phases**	3
Rating	1	**Frequency (Hz)**	60
HP Unit	HP	**Duty**	Continuous
RPM	1120	**Max. Ambient Temp.**	40 C
Frame	90	**Insulation Class**	B
Poles	6	**Service Factor**	100%
Term Box	Full no Cord	**Gear Box-Make**	Overton Chicago Gear
Gear Box-Serial #	264887	**Ratio**	59.684:1
Input RPM	1750	**Service Rating HP**	72 HP
Box Size	SH3-620	**Service Factor**	1.4

Required Work:

Gearbox
Steam clean all components
Disassemble gearbox
Catalog and identify all gearbox components
Perform mechanical inspection and record findings
Perform engineering measurements & inspection of all shafts and bores
Machine and metallize shaft seal areas to restore to correct tolerance
Furnish and replace all bearings
Furnish and replace all oil seals
Replace any needed hardware (i.e. nuts, bolts, washers)
Reassemble to factory specifications and torque to proper specifications
Perform visual static leak test
Test run and Quality Control of unit for 4 hours - record vibration and temperature readings
Paint gearbox exterior
Prepare for shipment or pick up

Regular time price is $12,784.28
Overtime is an additional $3,540.00
Total price for overtime scope of work is $16,324.28

Comments: Rec'd via Rico Stargell 10/5/20, See Jason or Randy H.

Pick Up On	Lead Time	Total Price

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **PO# (If not yet issued)** _____

Cole Technology Inc.
MOTOR & GEAR ENGINEERING

Mailing Address
3980 MLK Jr. Dr.
Atlanta, GA 30336

Shipping Address
3795 Wendell Dr.
Atlanta, GA 30336

Ph: 404-691-9119

Attn	cc
BART SEARS	
Phone:	**Fax:**

Quote Number
1RMGQ10632

Job Number
1RMG10821

Customer Information

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120

Ship To Information

CITY OF CARTERSVILLE WATER DEPT
148 WALNUT GROVE ROAD
CARTERSVILLE, GA 30120

Quote Date:	**10/5/2020**
Customer ID:	100534
Quoted By:	Jason Clark
RFQ #:	
Salesperson:	Randy Hutcheson
Terms:	Net 30

	3 Days (Overtime Lead time)	**$16,324.28**

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **PO# (If not yet issued)** _____

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Health and Vision Insurance Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	City staff has met with One Digital, our health insurance agent, to review the health insurance proposals for 2021. Currently, city employees are covered through Anthem (BC/BS) Insurance with the option of Point of Service (POS) or a Health Savings Account (HSA) insurance plan. One Digital was able to have Anthem renew these two plans at the same rates we are currently paying. Also, One Digital has provided a proposal from Anthem for Vision Insurance which is a voluntary insurance (employee pays 100% of premium) at the same premium cost that is currently provided by Avesis. The Anthem Vision Insurance coverage has better benefits and if the city approves to switch to Anthem Vision coverage, they will provide the health insurance plan with a 1% discount for 2021 which equals approximately $50,000 in savings. Therefore, I recommend approval of the renewal of health insurance coverage with Anthem Insurance and the switch to Anthem Vision Insurance coverage for 2021.
LEGAL:	N/A

Medical/Rx Plan – Anthem Renewal

Meeting: November 5, 2020 Item 21.

MEDICAL/Rx	Anthem POS		Anthem HSA		Renewal Anthem POS		Renewal Anthem HSA	
Deductible	Enrollment	$1,500	Enrollment	$1,500	Enrollment	$1,500	Enrollment	$1,500
Coinsurance		90%		80%		90%		80%
Out of Pocket Max		$5,000		$4,000		$5,000		$4,000
PCP Copay		$25		Ded, then Coins		$25		Ded, then Coins
Specialist Copay		$40		Ded, then Coins		$40		Ded, then Coins
Inpatient		Ded, then Coins		Ded, then Coins		Ded, then Coins		Ded, then Coins
Outpatient		Ded, then Coins		Ded, then Coins		Ded, then Coins		Ded, then Coins
Urgent Care		$40		Ded, then Coins		$40		Ded, then Coins
Emergency Room		$200		Ded, then Coins		$200		Ded, then Coins
Drug Copays		$15 / 40 / 60 / 100		Ded, then: $15 / 40 / 75 / 100%		$15 / 40 / 60 / 100		Ded, then: $15 / 40 / 75 / 100%
Total Premium								
EE Monthly Cost	197	$713.91	2	$661.85	197	$713.91	2	$661.85
EE+Sp Monthly Cost	40	$1,499.22	0	$1,389.89	40	$1,499.22	0	$1,389.89
EE+Ch Monthly Cost	20	$1,392.15	0	$1,290.63	20	$1,392.15	0	$1,290.63
FAM Monthly Cost	83	$2,177.47	0	$2,018.68	83	$2,177.47	0	$2,018.68
Monthly Premium		$409,182		$1,324		$409,182		$1,324
Annual Premium		$4,910,185		$15,884		$4,910,185		$15,884
Annual Total		$4,926,069				$4,926,069		
Change $		N/A				$0		
Change %		N/A				0.0%		

- The above table reflects the revised renewal offer from Anthem, following the block renewal discussions, leveraging OneDigital's overall business block with Anthem and additional market factors.

ONEDIGITAL

Medical/Rx Plan – Anthem Renewal + Anthem

MEDICAL/Rx	Anthem POS		Anthem HSA		Renewal Anthem POS		Renewal Anthem HSA	
Deductible	Enrollment	$1,500	Enrollment	$1,500	Enrollment	$1,500	Enrollment	$1,500
Coinsurance		90%		80%		90%		80%
Out of Pocket Max		$5,000		$4,000		$5,000		$4,000
PCP Copay		$25		Ded, then Coins		$25		Ded, then Coins
Specialist Copay		$40		Ded, then Coins		$40		Ded, then Coins
Inpatient		Ded, then Coins		Ded, then Coins		Ded, then Coins		Ded, then Coins
Outpatient		Ded, then Coins		Ded, then Coins		Ded, then Coins		Ded, then Coins
Urgent Care		$40		Ded, then Coins		$40		Ded, then Coins
Emergency Room		$200		Ded, then Coins		$200		Ded, then Coins
Drug Copays		$15 / 40 / 60 / 100		Ded, then: $15 / 40 / 75 / 100%		$15 / 40 / 60 / 100		Ded, then: $15 / 40 / 75 / 100%
Total Premium								
EE Monthly Cost	197	$713.91	2	$661.85	197	$706.77	2	$655.23
EE+Sp Monthly Cost	40	$1,499.22	0	$1,389.89	40	$1,484.23	0	$1,375.99
EE+Ch Monthly Cost	20	$1,392.15	0	$1,290.63	20	$1,378.23	0	$1,277.72
FAM Monthly Cost	83	$2,177.47	0	$2,018.68	83	$2,155.70	0	$1,998.49
Monthly Premium		$409,182		$1,324		$405,090		$1,310
Annual Premium		$4,910,185		$15,884		$4,861,083		$15,726
Annual Total		$4,926,069				$4,876,809		
Change $		N/A				($49,261)		
Change %		N/A				-1.0%		

- The above table reflects the revised renewal offer from Anthem, following the block renewal discussions, leveraging OneDigital's overall business block with Anthem and additional market factors.

ONEDIGITAL

Medical/Rx Plan – Anthem Renewal + Anthem Vision, Life &

MEDICAL/Rx	Anthem POS		Anthem HSA		Renewal Anthem POS		Renewal Anthem HSA	
Deductible	Enrollment	$1,500	Enrollment	$1,500	Enrollment	$1,500	Enrollment	$1,500
Coinsurance		90%		80%		90%		80%
Out of Pocket Max		$5,000		$4,000		$5,000		$4,000
PCP Copay		$25		Ded, then Coins		$25		Ded, then Coins
Specialist Copay		$40		Ded, then Coins		$40		Ded, then Coins
Inpatient		Ded, then Coins		Ded, then Coins		Ded, then Coins		Ded, then Coins
Outpatient		Ded, then Coins		Ded, then Coins		Ded, then Coins		Ded, then Coins
Urgent Care		$40		Ded, then Coins		$40		Ded, then Coins
Emergency Room		$200		Ded, then Coins		$200		Ded, then Coins
Drug Copays		$15 / 40 / 60 / 100		Ded, then: $15 / 40 / 75 / 100%		$15 / 40 / 60 / 100		Ded, then: $15 / 40 / 75 / 100%
Total Premium								
EE Monthly Cost	197	$713.91	2	$661.85	197	$696.06	2	$645.30
EE+Sp Monthly Cost	40	$1,499.22	0	$1,389.89	40	$1,461.74	0	$1,355.14
EE+Ch Monthly Cost	20	$1,392.15	0	$1,290.63	20	$1,357.35	0	$1,258.36
FAM Monthly Cost	83	$2,177.47	0	$2,018.68	83	$2,123.03	0	$1,968.21
Monthly Premium		$409,182		$1,324		$398,953		$1,291
Annual Premium		$4,910,185		$15,884		$4,787,430		$15,487
Annual Total		$4,926,069				$4,802,918		
Change $		N/A				($123,152)		
Change %		N/A				-2.5%		

- The above table reflects the revised renewal offer from Anthem, following the block renewal discussions, leveraging OneDigital's overall business block with Anthem and additional market factors.

ONEDIGITAL

Voluntary Vision

Voluntary Vision		Current: Avesis		Anthem / BCBSGA	
		In-Network	Non-Network	In-Network (Eyemed Access)	Non-Network
Exam (12 months)	Enrollment	$10 Copay	Up to $35 Allowance	$10 Copay	**Up to $42 Allowance**
Frames (24 months)		$120 Allowance	Up to $45 Allowance	**$130 Allowance**	Up to $45 Allowance
Single Vision Lenses (12 months)		$25 Copay	Up to $25 Allowance	$25 Copay	**Up to $40 Allowance**
Bifocal Lenses (12 months)		$25 Copay	Up to $40 Allowance	$25 Copay	**Up to $60 Allowance**
Trifocal Lenses (12 months)		$25 Copay	Up to $50 Allowance	$25 Copay	**Up to $80 Allowance**
Contacts (24 months)		$120 Allowance	Up to $102 Allowance	**$130 Allowance**	Up to $105 Allowance
Employee Only	123	$5.74		$5.74	
Employee + Spouse	78	$10.21		$10.21	
Employee + Child	17	$12.13		$12.13	
Employee + Family	64	$15.10		$15.10	
Annual Premium	282	$32,100		$32,100	

- The Anthem/BCBSGA Vision proposal represents a 0.0% change to the current Avesis costs – this is a voluntary coverage, so employees pay the full cost. Notable differences in plan features are in **BOLD** text.
- Anthem/BCBSGA Vision nets an additional 1.0% in savings to the BCBSGA fully-insured medical renewal (approximately $50K).
- Anthem/BCBSGA Vision includes a 3-year rate guarantee.

ONEDIGITAL

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Life and Disability Insurance Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	The city has provided life insurance and short-term and long-term disability insurance coverage through Standard Insurance Company by our agent Jay Milam with Peachtree Planning for several years. Standard's 41-month rate guarantee expires on 12/31/20 and they initially came in with a 30% rate increase. I asked our agent to shop the market and they have provided a life insurance and short-term disability proposal with no rate increase with a two-year rate guarantee. The long-term disability coverage which is voluntary (employee pays 100%) is a 15% decrease under the Equitable Insurance proposal. Also, I asked One Digital our health insurance agents, to provide a proposal from Anthem Insurance for life, short-term and long-term disability. Anthem's proposal matched the current expiring rates and they also guaranteed the rates for two years. Upon meeting with both agents, I asked if any additional rate discounts can be applied to the city's accounts or extension of the rate guarantee. Due to an aging workforce, the longer we can lock in the life insurance rates will benefit the city long term. One Digital was able to get Anthem to provide a three-year rate guarantee and in addition, if the city elects to go with Anthem for the life and disability coverages, then the city will receive a one-time 1.5% savings on the health insurance renewal premium. Based on the Anthem three-year rate guarantee, I recommend moving the life, short-term and long-term disability coverage to Anthem Insurance.
LEGAL:	N/A

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Wellness Program for 2021
DEPARTMENT SUMMARY RECOMMENDATION:	For the past two years, city employees, excluding fire personnel, have been required to have a biometric screening done and one follow up visit with a health coach. This service has been provided by Corporate Health Partners (CHP) and for 2021 they have proposed the cost for this same testing to be $89.00 per employee, plus $2,500 in management fees. For 239 employees this totals $23,771.00 which if approved can be paid from the $50,000 wellness credit given to us by Anthem (BCBS) Insurance.
LEGAL:	N/A

Corporate Health Partners

Cultivating a Healthier Workforce

Exhibit A to the Client Services Agreement

Second Extended Service Term per Section 4 of Client Services Agreement

Client Signature: _____ Date: _____

CHP Signature: _____ Date: _____

Client Name: City of Cartersville

Service Term: From: January 1, 2021 To: December 31, 2021

Participant/Locations Count:

Location: Cartersville, GA Eligible Employees: 239

Total Eligible Employees: 239

Pricing & Payment Terms:

Item	Billing Criteria	Eligible Employee Count	Estimated Participation	Estimated # Participants	Rate	Annual Fee	20% due at Agreement Signing (no later than 12-15-20)	Balance Due 30 Days after Start of Screenings
Health Awareness - Health Screening and Personalized 30-Minute Results Coaching Session	Per Participant	239	95%	227	$89.00	$20,207.45	$4,041.49	$16,165.96
Corehealth Platform	NA	NA	NA	NA	NA	*Annual Fee of $3000 being waived this year*		
Management Fee	NA	NA	NA	NA	NA	$2,500.00	$500.00	$2,000.00
Note: Billing will be trued up to actual participation once screening phase has been completed.					**Totals**	**$22,707.45**	**$4,541.49**	**$18,165.96**

Optional Services:

Item	Fees	Initialed By Client if option is selected
3-Sessions Coaching Series	*$75 per year per participant billed monthly*	
Nicotine Testing	*$30.00 per test to be billed at completion of screening process*	
Data Analytics	*$1,500 per upload*	
Incentive Budget	*$1,200 per year paid in 12 equal installments of $100.00 each*	
Live Better Feel Better Weight Loss Program (12 sessions)	*$1,250.00 (Maximum class size of 15)*	
Tobacco Cessation Program (8 sessions)	*$1,000.00 (Maximum class size of 15)*	

Services Included:

- ✓ **Participant Web Portal** – Robust, high-tech portal available via computer or mobile devices. Specific features include:

Personalized with client logo	*Individual goal setting and tracking*
Online education	*Steps synced with participant tracker device*
Social/Peer support	*Online Health Risk Assessment*
Individual Risk Assessment Report	*Appointment reminders*
Online scheduling of health screening	*Program compliance tracking (points)*

- ✓ **Review & Planning Session** – CHP Team meets with Client to familiarize themselves with company culture, determine best locations, dates, and times for screenings and results coaching, discuss communication of the program to employees (kick-off meetings), schedule additional meetings with department heads if necessary, discuss time-line and other aspects of the program (healthy breaks, wellness committee, etc.)
- ✓ **Online Wellness Assessment/Health Risk Assessment** - A census of client employees is imported into our web portal and assigned a unique Member ID to complete and access their Wellness Assessment/HRA
- ✓ **Biometric Screening** – CHP Screening Team collects body measurements (height, weight, waist circumference, and blood pressure) and blood draw (Total Cholesterol, HDL, LDL, Triglycerides, and fasting glucose or A1C). CHP staff will confirm that all paperwork and the Wellness Assessment/HRA have been completed and schedule their follow up appointment with the CHP Health Coach to review their results. There is generally no more than one onsite health screening event per 50 employees.
- ✓ **Individual Risk Assessment Report** – A comprehensive report of the participant's overall health will be available for review on the web portal within five business days of the screening.
- ✓ **Aggregate Management Report** – After completion of the screening process, a comprehensive Health Management Aggregate Report and an Executive Summary will be presented to the client. This report will contain valuable information including the number of employees who are in a chronic disease state or at risk for future chronic disease.
- ✓ **Incentive Management** – The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
- ✓ **Cohort Report** – Beginning with the second program year (following the second screening) and every year thereafter, CHP will prepare and present a comprehensive Cohort Report that will provide a comparison of risk levels and risk factors for those employees that participated in each of the screenings for each of the program years.
- ✓ **30-minute one-on-one Results Coaching Session with CHP Health Coach** – Participants will be scheduled post-screening for a session with a CHP Health Coach to review in detail and answer any questions they may have regarding their health risk report. Participants will also work out health goals with action plans and discuss how to overcome obstacles.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Fire It Up BBQ Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	The city hired Fire It Up BBQ to provide the meals for the employee lunches that were held last week and the invoice totaled $6,204.12. I recommend approval of this purchase. This is a budgeted expense.
LEGAL:	

Fire It Up BB
CARTERSVILLE, GA 30121-8112 United States | 470-888-2619
fireitupcatering@gmail.com

Invoice #0297

Food Truck 10/28,10/29,10/30/2020

THANK YOU! FIRE IT UP BBQ- GRILL

Bill To
April Tolbert
atolbert@cityofcartersville.org
470-514-8505

Invoice Details
PDF created November 2, 2020
$6,204.12

Payment
Due October 30, 2020
$6,204.12

Item	Quantity	Price	Amount
2 meats 4 sides	388	$15.99	$6,204.12
Subtotal			$6,204.12

Total Due $6,204.12

Pay online

To pay your invoice go to https://gosq.me/u/Bh1TYEuQ
Or open your camera on your mobile device, and place the code on the left within the camera's view.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Straight-Line Collision Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	A city vehicle was involved in an accident in August and the other driver was at fault. The vehicle was taken to Straight-Line Collision to be repaired. The repair costs were $9,248.47 and are recommended for your approval. We will pay for the repair costs and be reimbursed by the insurance of the driver at fault.
LEGAL:	N/A

STRAIGHT-LINE COLLISION

118 South Morningside Drive, CARTERSVILLE, GA 30120
Phone: (678) 535-3550
FAX: (470) 227-7159
Federal ID: 47-4703204

Preliminary Supplement 2 Summary

Customer: cartersville, city of

Written By: Jacob Arp

Insured:	cartersville, city of	Policy #:		Claim #:	FNU0550001
Type of Loss:		Date of Loss:		Days to Repair:	9
Point of Impact:	06 Rear				

Owner:
cartersville, city of
(770) 387-5640 Cell

Inspection Location:
STRAIGHT-LINE COLLISION
118 South Morningside Drive
CARTERSVILLE, GA 30120
Repair Facility
(678) 535-3550 Business

Insurance Company:
TRAVELERS
003

VEHICLE

2018 FORD Transit Passenger Wagon T-350 XLT Low Roof 148" WB w/Swing-Out Right Hand Door 3D VAN 6-3.7L Flex Fuel Sequential MPI white

VIN:	1FBZX2ZM8JKA17577	Interior Color:		Mileage In:	39,010	Vehicle Out:	
License:	GV1789L	Exterior Color:	white	Mileage Out:			
State:	GA	Production Date:		Condition:		Job #:	

TRANSMISSION
Automatic Transmission
Overdrive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR
Dual Mirrors
Tinted Glass
Console/Storage

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Message Center
Telescopic Wheel
Dual Air Condition
Backup Camera

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags

SEATS
Cloth Seats
Bucket Seats
3rd Row Seat

WHEELS
Wheel Covers

PAINT
Clear Coat Paint

TRUCK
Rear Step Bumper

Get live updates at www.carwise.com/e/3RxBmV

Customer: cartersville, city of

2018 FORD Transit Passenger Wagon T-350 XLT Low Roof 148" WB w/Swing-Out Right Hand Door 3D VAN 6-3.7L Flex Fuel Sequential MPI white

SUPPLEMENT SUMMARY

Line			Oper	Description	Part Number	Qty	Extended Price $		Labor		Paint
Changed Items											
14		S01	Repl	Floor mat w/van w/o side doors	HK4Z6113046CA	1	-1,139.46		-0.2		
14	*	S02	Repl	Floor mat w/van w/o side doors	HK4Z6113046CA	1	0.00		0.2		
15		S01	Repl	Carpet w/wagon w/o rear AC	CK4Z6113046KA	1	-4,339.73		-0.2		
15	*	S02	Repl	Carpet w/wagon w/o rear AC	CK4Z6113046KA	1	0.00		9.0		
31			Repl	RT Bezel w/power locks	AM5Z17218B08A	1	-14.82		Incl.		
31		S02	Repl	RT Bezel w/power locks	AM5Z17218B08A	1	14.82				
44		S01	Repl	RT Handle, outside pad	CV6Z5422042A	1	-3.40		Incl.		
43		S02	Repl	RT Handle, outside pad	CV6Z5422042A	1	3.40				
70	#			glass install		1	-50.00				
59	#	S02		glass install		1	76.00		1.0		
Deleted Items											
10		S01	Repl	Rear sill plate w/van	CK4Z6140374AA	1	-136.50		Incl.		
44		S01	Repl	RT Handle, outside	CV6Z5422404DA	1	-33.24		Incl.		
47		S01	Repl	RT Lock cylinder	CK4Z18168B	1	-117.16		Incl.		
50		S01	Repl	RT Lower striker	DT1Z61264A10B	1	-46.13		-0.2		
51		S01	Repl	RT Lower striker reinforcement	BK2Z6122078A	1	-5.46				
55		S01	Repl	RT Striker cover	BK3Z6132228C	1	-20.69				
65	#		Repl	Cover Car		1	-5.00	T			-0.2
66	#			Color tint / color match		1					-0.5
67	#			Clean up broken glass		1			-0.5		
68	#		Repl	Corrosion protection primer		1	-5.00	T	-0.2		
69	#		Repl	Seam sealer/caulking		1	-25.00	T			
70	#		Rpr	Rough pull					-2.0		
72	#	S01		covid 19 clean		1	-15.00		-0.5		
73	#	S01		post scan		1			-1.0	M	
					SUBTOTALS		**-5,862.37**		**5.4**		**-0.7**

Customer: cartersville, city of

2018 FORD Transit Passenger Wagon T-350 XLT Low Roof 148" WB w/Swing-Out Right Hand Door 3D VAN 6-3.7L Flex Fuel Sequential MPI white

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				-5,827.37
Body Labor	6.4 hrs	@	$ 44.00 /hr	281.60
Paint Labor	-0.7 hrs	@	$ 44.00 /hr	-30.80
Mechanical Labor	-1.0 hrs	@	$ 85.00 /hr	-85.00
Paint Supplies	-0.7 hrs	@	$ 30.00 /hr	-21.00
Miscellaneous				-35.00
Subtotal				-5,717.57
Total Supplement Amount				**-5,717.57**
NET COST OF SUPPLEMENT				**-5,717.57**

MyPriceLink Estimate ID / Quote ID:

730049235696754688 / 72795307

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate		7,842.09	Jacob Arp
Supplement S01		7,123.75	Jacob Arp
Supplement S02		-5,717.57	Jacob Arp
Job Total:	**$**	**9,248.27**	
CUSTOMER PAY:	**$**	**1,000.00**	
INSURANCE PAY:	**$**	**8,248.27**	

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):
This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

Customer: cartersville, city of

2018 FORD Transit Passenger Wagon T-350 XLT Low Roof 148" WB w/Swing-Out Right Hand Door 3D VAN 6-3.7L Flex Fuel Sequential MPI white

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MG15, CCC Data Date 10/16/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Discussion
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Downtown Entertainment District
DEPARTMENT SUMMARY RECOMMENDATION:	This discussion will allow citizens to express their opinions regarding a Downtown Entertainment District.
LEGAL:	N/A

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	TABLED
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ20-04 175 E. Main St.
DEPARTMENT SUMMARY RECOMMENDATION:	The annexation/ zoning request is to annex 1.944 acres of PIN 0077-0459-001 located south of 135-175 Main Street Market Place to relocate and expand the detention pond for the proposed multi-family residential project identified in zoning application Z20-03. The annexed tract would be combined with an existing tract containing a detention pond for the Kroger development. The applicant requests MF-14 zoning. Planning Commission recommends approval, 4-1.
LEGAL:	N/A

ZONING & ANNEXATION SUMMARY

Petition Number(s): AZ20-04

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

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

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

Total Acreage: **Approx. 1.95 acres**

LAND USE INFORMATION

Current Zoning: County M-1 (Mining)

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

Proposed Use: Retention pond for multi-family development

Current Zoning of Adjacent Property:

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

For All Tracts:

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

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

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

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception

Fire: Takes no exception

Gas: Takes no exception

Public Works: No comments received

Water and Sewer: No comments received

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

Public Comments: None as of 8-5-2020

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

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

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

STANDARDS FOR EXERCISE OF ZONING POWERS.

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

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

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

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

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

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

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

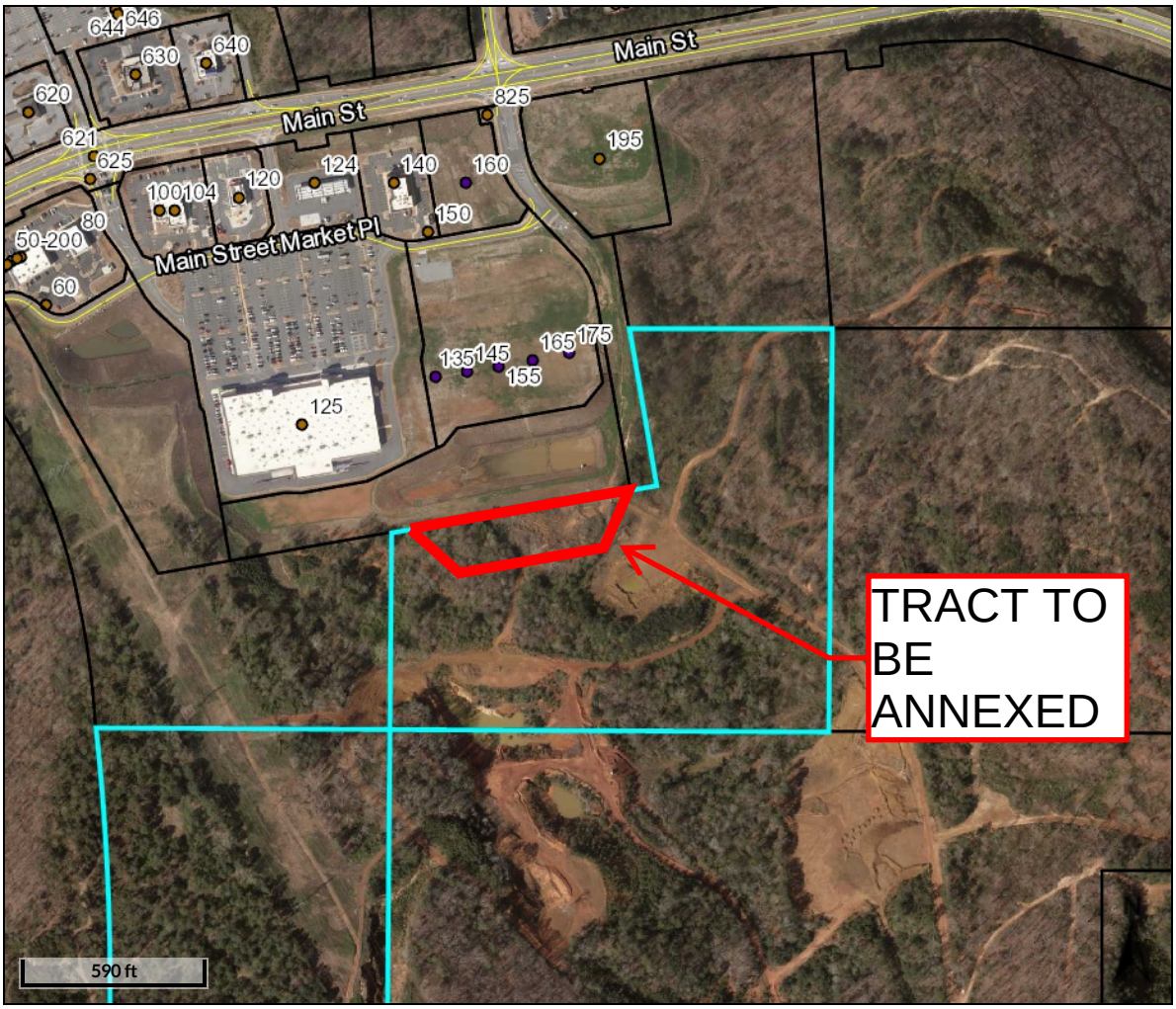
H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
This annexation case is associated to zoning case, Z20-03.

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

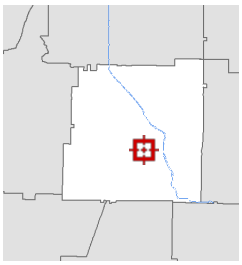
PLANNING COMMISSION RECOMMENDATION:

Recommends approval, 4-1.

qPublic.net™ Bartow County, GA



Overview



Legend

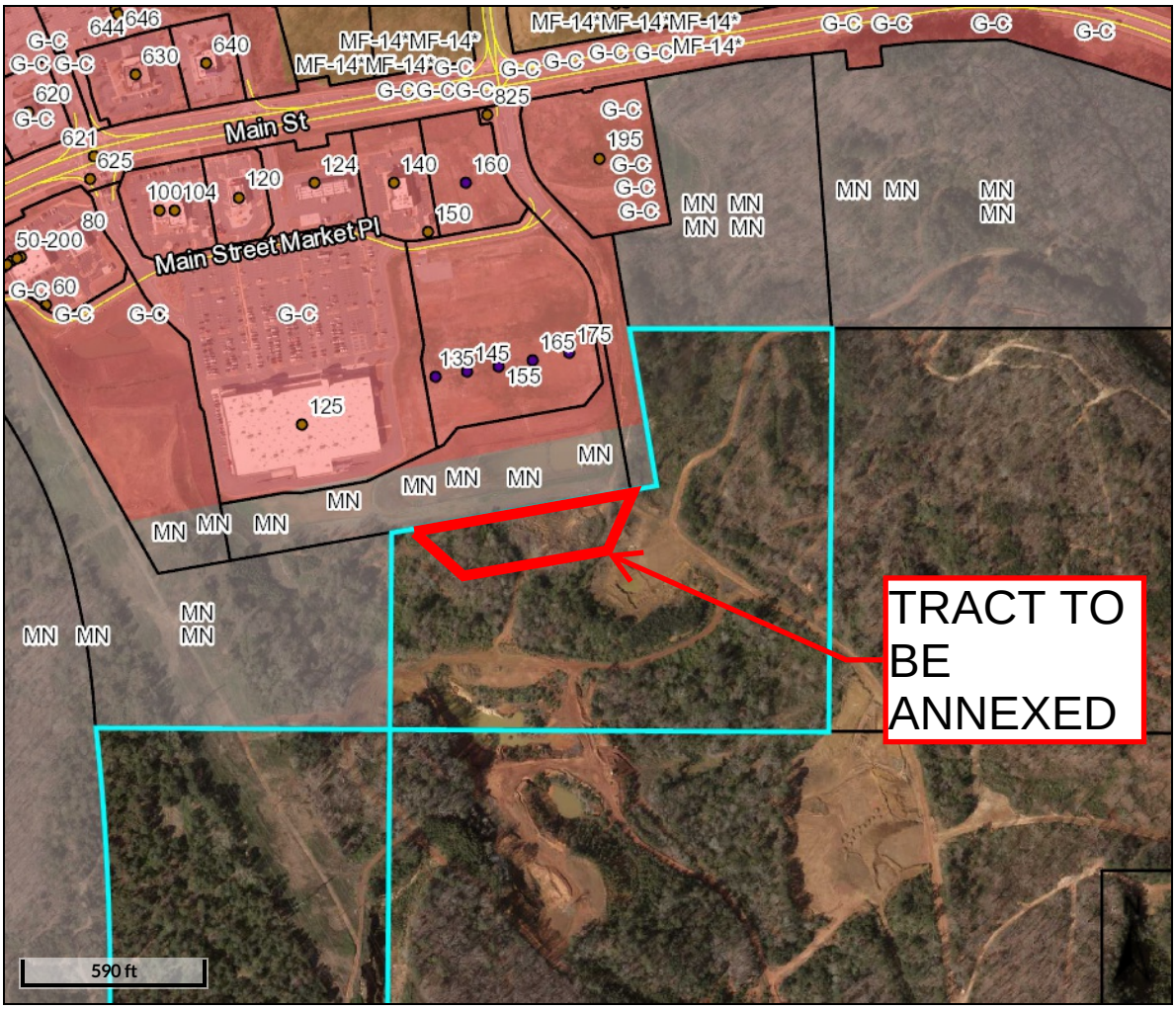
- Parcels
- Structural Numbers
  - <all other values>
  - Abandoned or Inactive
  - Active
  - Proposed
- Roads

Parcel ID	0077-0459-001	**Alternate ID**	19414	**Owner Address**	FORTY ONE CONNECTOR LTD
Sec/Twp/Rng	n/a	**Class**	Industrial		PO BOX 1708
Property Address	OLD RIVER RD Bartow County	**Acreage**	128.66		CARTERSVILLE GA 30120
District	Bartow County				
Brief Tax Description	LAND LOTS 405,459,476-478 7.338AC TO C107-000 (Note: Not to be used on legal documents)				

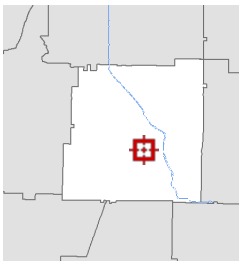
Date created: 7/2/2020
Last Data Uploaded: 7/1/2020 11:21:21 PM

Developed by Schneider GEOSPATIAL

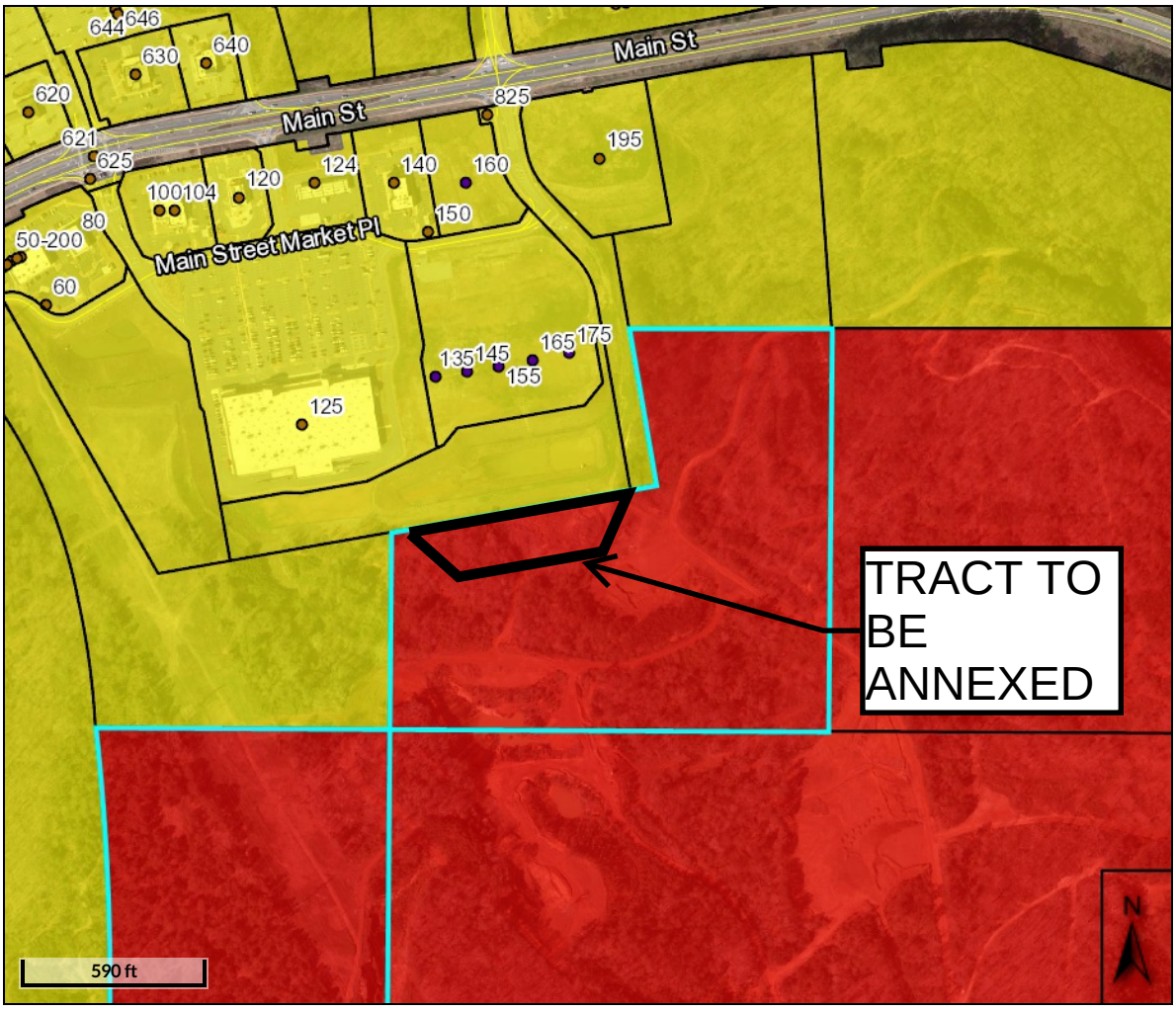
qPublic.net™ Bartow County, GA



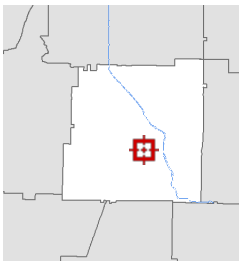
Overview



qPublic.net™ Bartow County, GA



Overview



Legend

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

Future Land Use Category: Mixed Use Commercial

Found in: Bartow County, Adairsville, Cartersville, Emerson

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



Highway 41 commercial and residential areas, Adairsville



Tennessee St. Mixed Use Corridor, Cartersville

Application for Annexation/ Zoning

City of Cartersville

Case Number: AZ 20-04

Date Received: 6-30-2020

See ALSO Z 20-03

Public Hearing Dates:

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

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

Address 106 East 8th Avenue Mobile/ Other Phone

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

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

Email (Rep)

Representative Signature Applicant Signature

Signed, sealed and delivered in presence of:

Notary Public

STATE OF GEORGIA

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

My commission expires:

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

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

Signature Kena R. Butler

Signed, sealed, delivered in presence of:

Mary E. Keith
Notary Public

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

My commission expires:

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

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

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

Reason for Rezoning Request:

proposed annexation and rezoning to MF-14 to allow apartment development
(attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

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

Current Land Use Undeveloped Current Zoning Mining (County)

Proposed Land Use Apartments Proposed Zoning MF-14

Number of Dwelling Units 200 Number of Occupants 315*

Owner Occupied? Yes_____ No X

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

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

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

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

Water: X City _____ County _____ Well/ Other

Sewer: X City _____ County _____ Septic/ Other

Natural Gas: X City _____ Other (List) _____

Electricity: X City _____ GA Power _____ Greystone

_____ Other (List)_____

CAMPAIGN DISCLOSURE REPORT FOR REZONING ACTIONS

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

Date of Application: 07/02/20

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

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

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

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

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

Signature 6/22/20 Date

Robert A. Ledbetter, Jr.
Print Name

SURVEYOR'S CERTIFICATE

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

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

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

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

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

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

07/15/2020
Date

GEORGIA REGISTERED NO. 3100 LAND SURVEYOR MITCHELL LOWERY

Georgia Registered Land Surveyor

ZONING ADMINISTRATOR:

1. Case Number: AZ20-04

2. Yes ✓ No ____

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

3. Survey attached? Y

7-17-2020
Date

Zoning Administrator

SURVEY REFERENCES

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

LEGAL DESCRIPTION

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

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

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

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

SURVEY NOTES

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

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

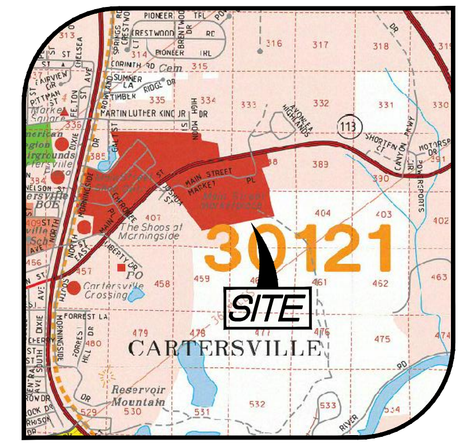
3) A SOKKIA IX TOTAL STATION, TOPCON HIPER SR GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.

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

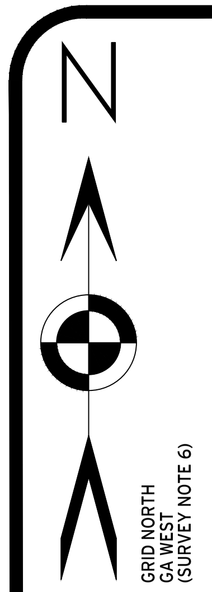
5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' ON FLOOD INSURANCE RATE MAP NO. 13015C0267H, WITH A DATE OF IDENTIFICATION OF OCTOBER 5, 2018, FOR COMMUNITY NUMBER 130209, IN THE CITY OF CARTERSVILLE, IN BARTOW COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE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

6) BEARING BASIS (NAD83, GA WEST) FOR THIS SURVEY WAS ESTABLISHED USING A TOPCON HIPER SR GPS RECEIVER UTILIZING OPUS-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS 0.03 FEET HORIZONTAL AND .07 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.

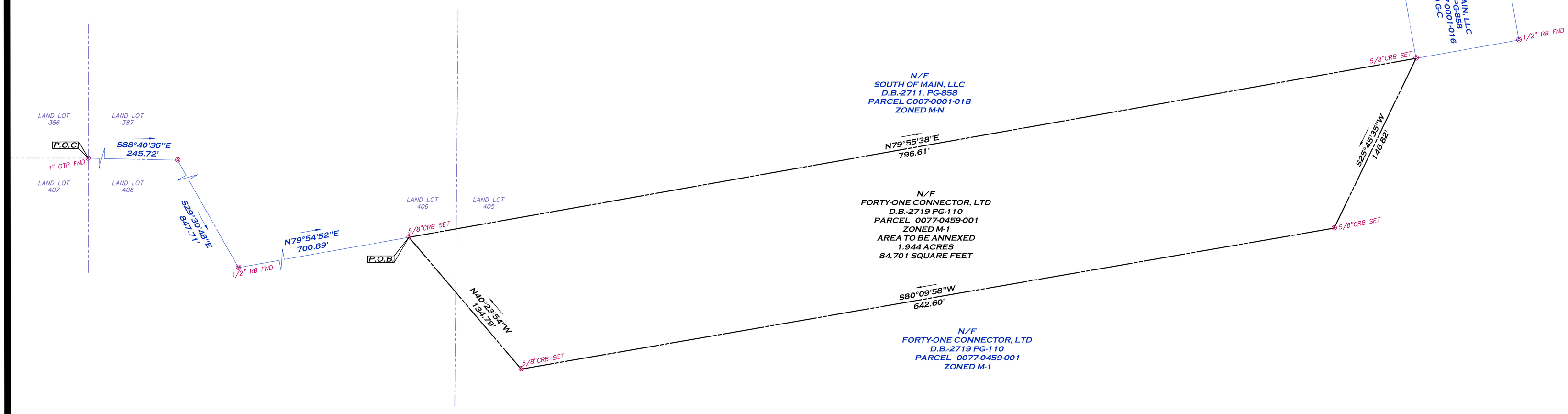
7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.



VICINITY MAP



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



SURVEYOR'S CERTIFICATION

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

MITCHELL LOWERY GEORGIA R.L.S.# 3109

GEORGIA REGISTERED No. 3109 REGISTERED Land Surveyor MITCHELL LOWERY

LEGEND

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

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

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

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

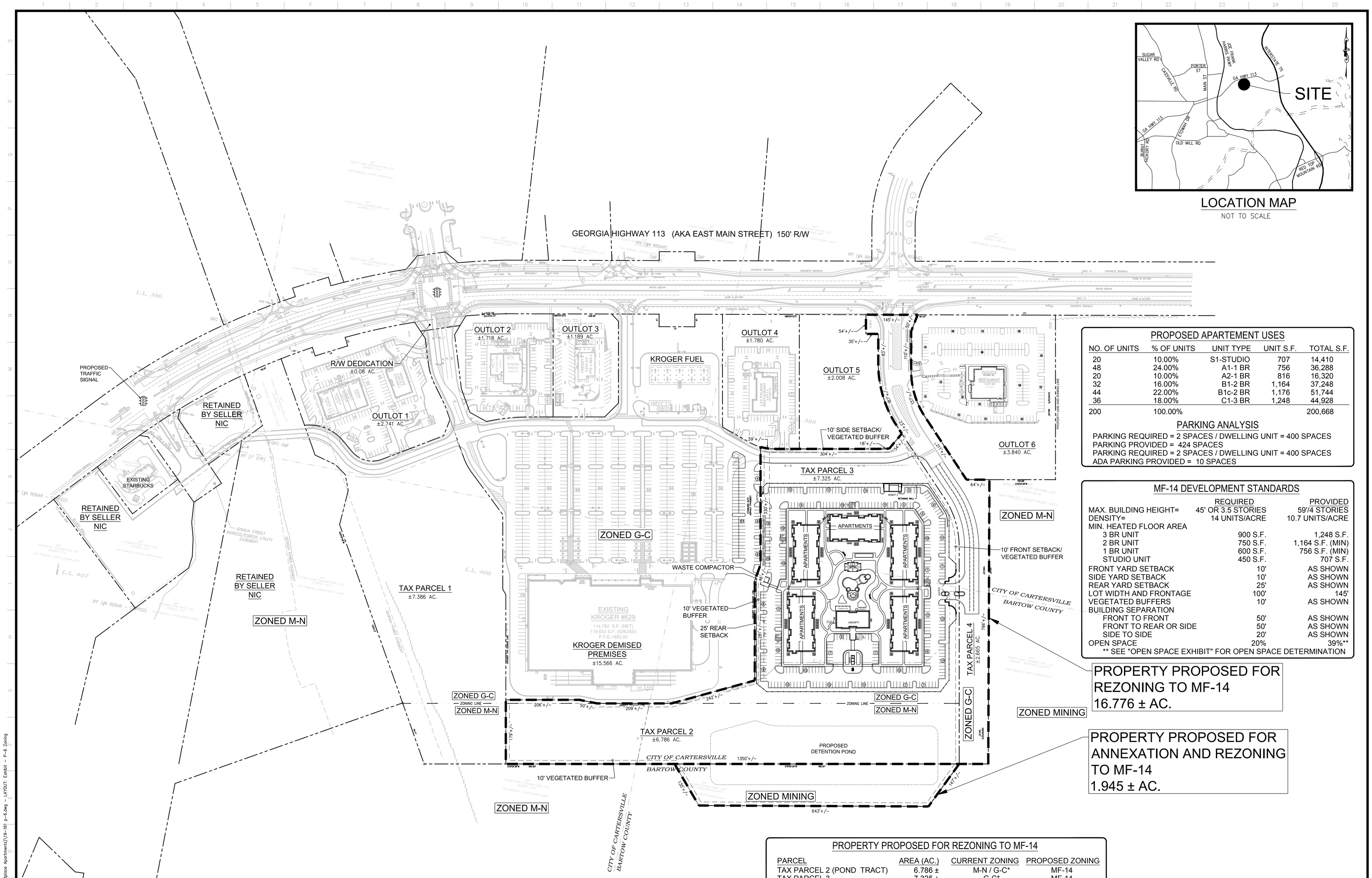
STATE: GEORGIA
COUNTY: BARTOW
LAND LOTS: 405 & 406
DISTRICT: 4TH
SECTION: 3RD

REVISIONS

DATE:	DESCRIPTION

Lowery & Associates LAND SURVEYING, LLC

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



LOCATION MAP

NOT TO SCALE

PROPOSED APARTEMENT USES

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

PARKING ANALYSIS

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

MF-14 DEVELOPMENT STANDARDS

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

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

PROPERTY PROPOSED FOR REZONING TO MF-14

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

* G-C PARCELS ARE WITHIN MAIN STREET OVERLAY DISTRICT

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14

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

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

Know what's below Call before you dig

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

REZONING PLAN

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

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

STAMP

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

FOR: CHEROKEE MAIN STREET III, LLC
ROME, GEORGIA

REVISION	BY

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

SHEET P-6

Meeting November 5, 2020 Item # 27

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

Pictures Taken 7-24-2020








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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 5, 2020
SUBCATEGORY:	Tabled
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z20-03 175 E. Main St.
DEPARTMENT SUMMARY RECOMMENDATION:	Applicant requests rezoning of 16.77 +/- acres from G-C (General Commercial) to MF-14 (Multi-Family Residential) for the purposes of constructing a 200-unit apartment complex. The site is located in the Main Street Overlay District and will be required to comply with the Districts' standards. Planning Commission recommends approval, 4-1.
LEGAL:	N/A

ZONING SUMMARY

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

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

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

Representative: **Robert Ledbetter, Jr.**

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

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

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

Site Characteristics:

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

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

LAND USE INFORMATION

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

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

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

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

ZONING ANALYSIS

Site History:

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

Previous zoning cases:

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

Project Summary:

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

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

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

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

The current statistics of the proposed development are as follows.

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

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

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

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

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

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

City Department Comments

Electric: Takes No Exception

Fibercom: Takes No Exception

Fire: Takes No Exception

Gas: Takes No Exception

Public Works: No comments received.

Water and Sewer: No comments received.

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

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

STANDARDS FOR EXERCISE OF ZONING POWERS.

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

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

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

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

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

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

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

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

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

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

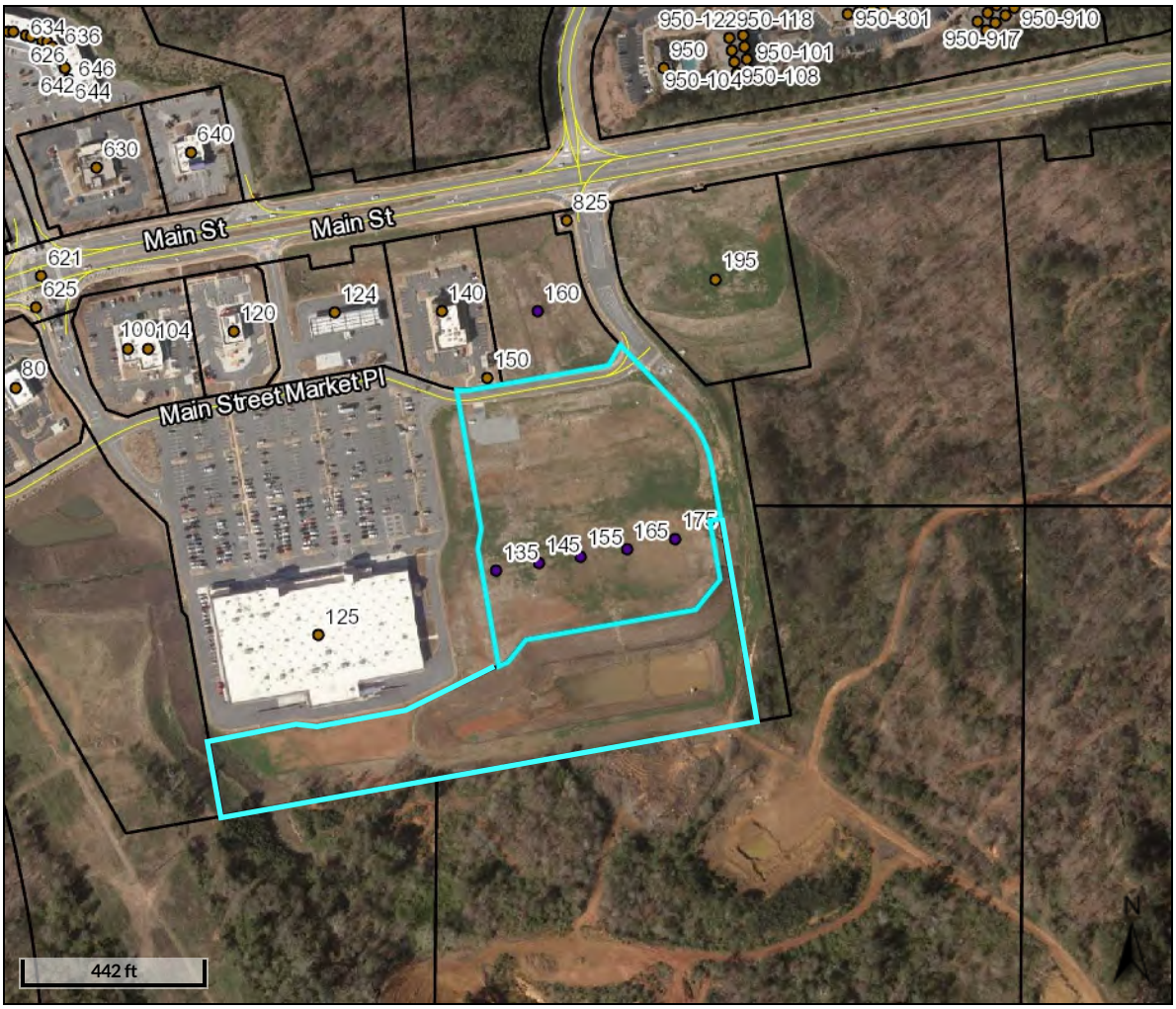
STAFF RECOMMENDATION:

Staff does not oppose the rezoning.

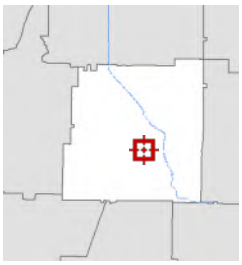
PLANNING COMMISSION RECOMMENDATION:

Recommends approval, 4-1.

qPublic.net™ Bartow County, GA



Overview



Legend

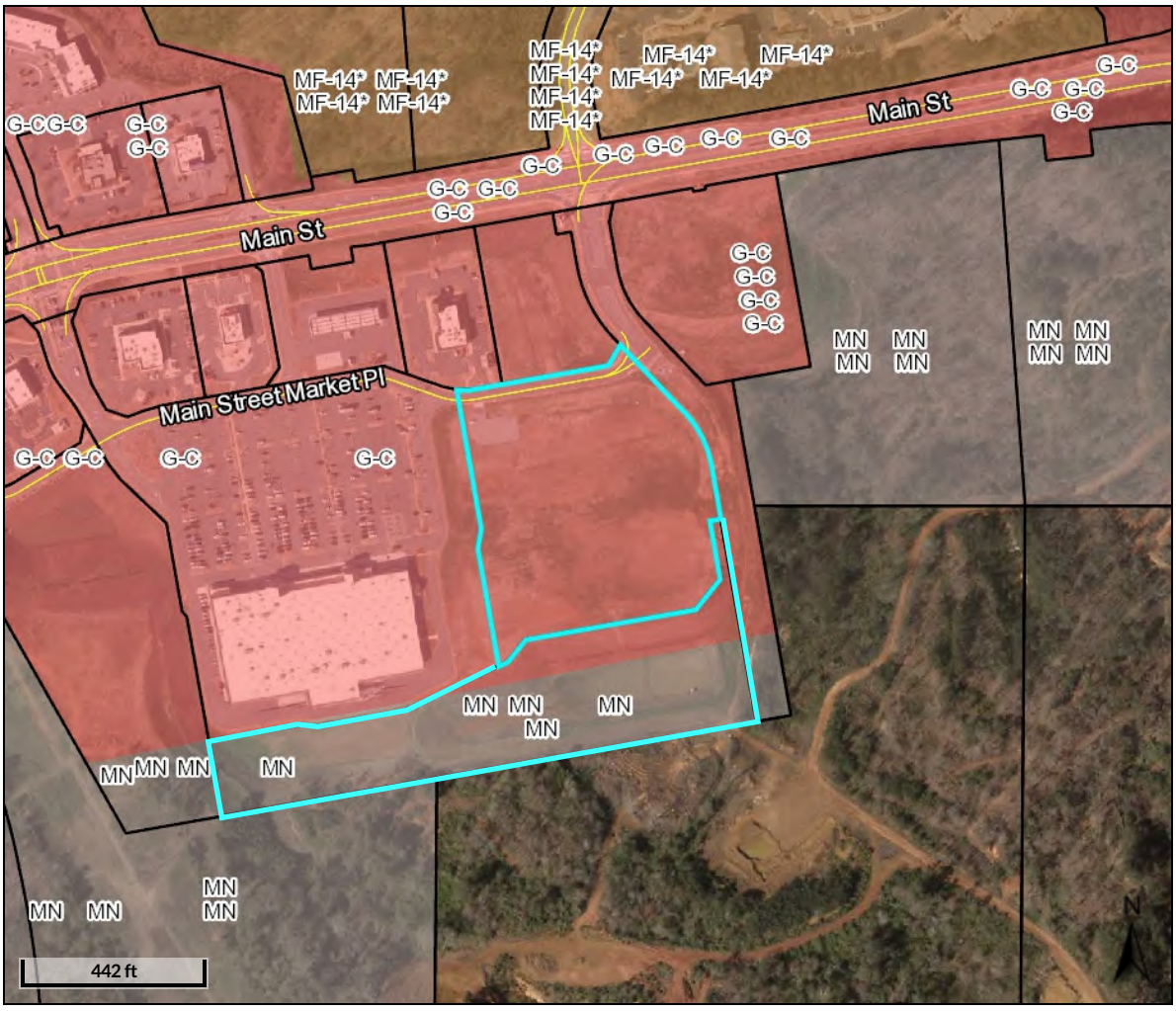
- Parcels
- Structural Numbers
  - <all other values>
  - Abandoned or Inactive
  - Active
  - Proposed
- Roads

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

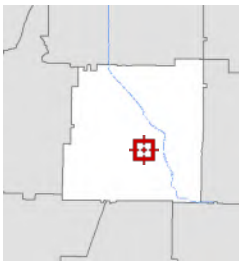
Date created: 6/1/2020
Last Data Uploaded: 5/29/2020 11:38:44 PM

Developed by Schneider GEOSPATIAL

qPublic.net™ Bartow County, GA



Overview



Legend

- Parcels
- Roads

Cartersville Zoning

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

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

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

Developed by Schneider GEOSPATIAL

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

Future Land Use Category: Mixed Use Commercial

Found in: Bartow County, Adairsville, Cartersville, Emerson

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



Highway 41 commercial and residential areas, Adairsville



Tennessee St. Mixed Use Corridor, Cartersville

Application for Rezoning

City of Cartersville

Case Number: Z20-03

Date Received: 6-30-2020

Public Hearing Dates:

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

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

Address 106 East 8th Avenue Mobile/ Other Phone

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

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

Email (Rep)

Representative Signature Applicant Signature

Signed, sealed and delivered in presence of:

Notary Public My commission expires:

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

* Titleholder South of Main, LLC By: Dellinger Management Company, Inc., its Manager Kena R. Butler, Its President Phone 770-386-3954

(titleholder's printed name)

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

Signature Kena R. Butler

Signed, sealed, delivered in presence of:

Notary Public My commission expires:

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

Present Zoning District G-C and M-N Requested Zoning MF-14

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

Location of Property: 175 Main Street Market Place C007-0001-015 C007-0001-018

(street address, nearest intersections, etc.)

Reason for Rezoning Request: Proposed rezoning to MF-14 to allow for 200 unit apartment development

(attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 07/02/20

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

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

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

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

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

Signature 6/22/20 Date

Robert H. Ledbetter, Jr.
Print Name

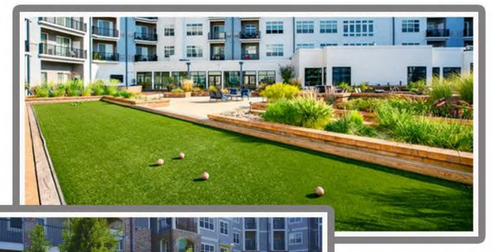




Building - Character
(Multiple color schemes available)











Amenity - Character
(possible Pool & Features etc.)



Utility - Character
(Mail Kiosk & Waste Enclosure)

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

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

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



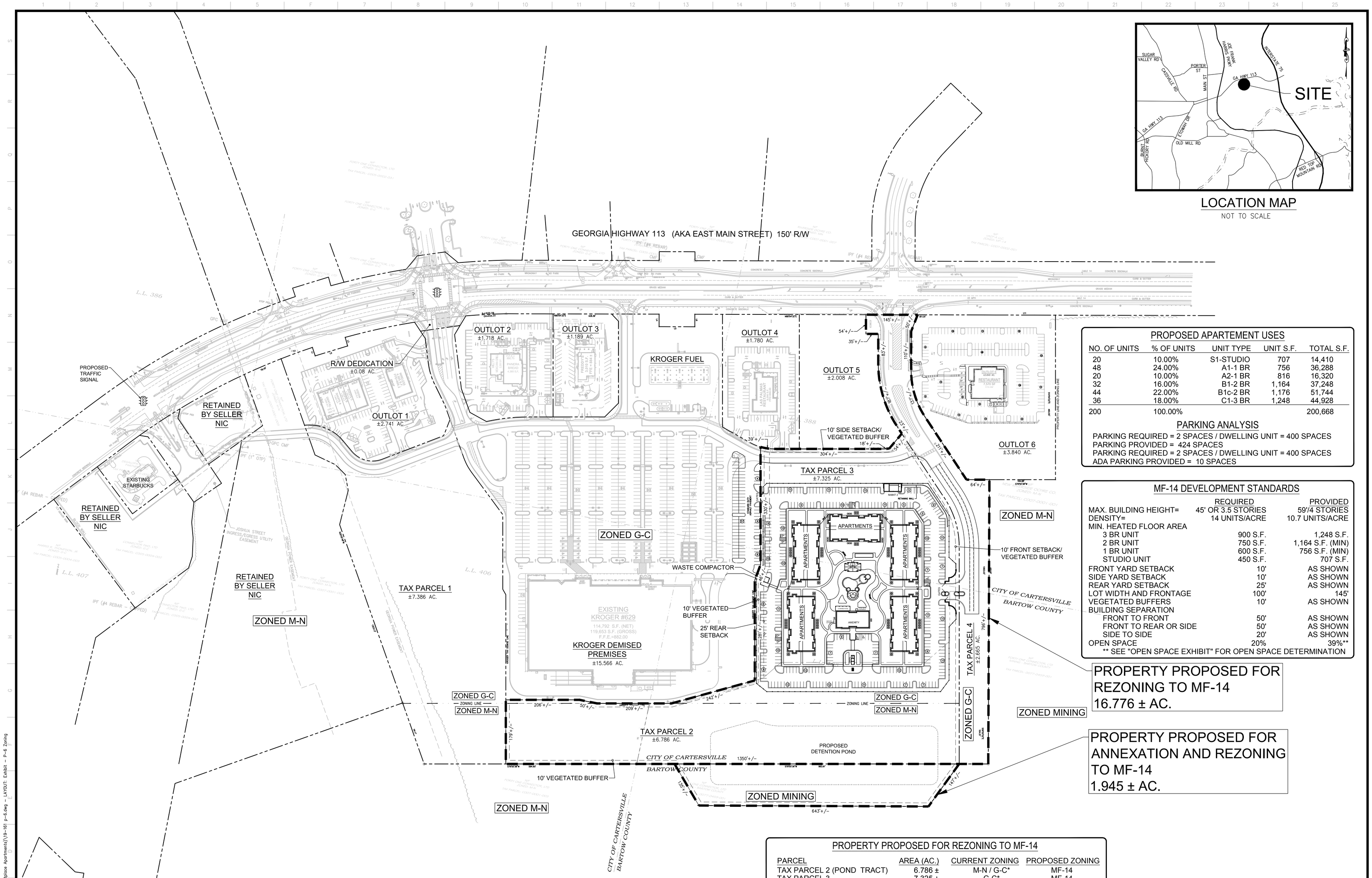
ADG
AHRENS DESIGN GROUP
Landscape Architecture | Site Planning
Urban Design | Development Consulting

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

175 Main

Site Plan Concept
April 2020

© Group 4 Design, Inc.



LOCATION MAP

NOT TO SCALE

PROPOSED APARTEMENT USES

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

PARKING ANALYSIS

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

MF-14 DEVELOPMENT STANDARDS

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

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

PROPERTY PROPOSED FOR REZONING TO MF-14

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

* G-C PARCELS ARE WITHIN MAIN STREET OVERLAY DISTRICT

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14

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

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

Know what's below Call before you dig

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REZONING PLAN

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

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

STAMP

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

FOR: CHEROKEE MAIN STREET III, LLC
ROME, GEORGIA

REVISION	BY

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

Meeting November 5, 2020 Item 2B

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

OUTLOT 2
±1.718 AC.

OUTLOT 3
±1.189 AC.

KROGER FUEL

OUTLOT 4
±1.780 AC.

OUTLOT 5
±2.008 AC.

OUTLOT 6
±3.840 AC.

TAX PARCEL 3
±7.325 AC.

TAX PARCEL 4
±2.665 AC.

TAX PARCEL 2
±6.786 AC.

EXISTING
KROGER #629
114,792 S.F. (NET)
119,653 S.F. (GROSS)
F.F.E.=882.00

KROGER DEMISED
PREMISES
±15.566 AC.

APARTMENTS
AMENITY
POOL
MAINT 2
RETAINING WALL
GATES
WASTE COMPACTOR
PROPERTY LINE AND ZONING LINE
KROGER TAX DEMISE LINE
KROGER DEMISING LINE
ZONING LINE
STANDARD DUTY ASPHALT PAVEMENT
CONCRETE SIDEWALK
PROPOSED
DETENTION POND

AREA WITHIN FENCING = 7.1-AC.

OPEN SPACE/AMENITIES
AREA (HATCHED) = 2.8-AC.

OPEN SPACE = 2.8 / 7.1 = 39%

N/F
NEW RIVERSIDE OCHRE CO.
ZONED: M-N
TAX PARCEL: C007-0001-001

N/F
FORTY ONE CONNECTOR, LTD
ZONED: M-N
TAX PARCEL: C007-0001-003

N/F
FORTY ONE CONNECTOR, LTD
MINING - BARTOW COUNTY
TAX PARCEL: 0077-0459-001

N/F
FORTY ONE CONNECTOR, LTD
MINING - BARTOW COUNTY
TAX PARCEL: 0077-0459-001

Know what's below
Call before you dig

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OPEN SPACE EXHIBIT

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

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REVISION	BY

DRAWN
SC
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ADB
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ISSUED FOR
REZONING APPLICATION
PROJECT NO.
19-161
FILE

SHEET
EX

Architectural Ownership & Copyright Notice

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	S28°05'54"E	25.00
L2	N62°54'06"E	94.75
L3	N25°53'24"W	25.00
L4	S62°54'06"W	91.13
L5	S43°22'10"E	24.00
L6	S12°11'56"E	51.05
L7	S56°16'31"E	98.92
L8	S11°13'30"W	18.51
L9	N45°58'30"W	36.55
L10	S76°14'34"W	3.72
L11	S59°55'55"E	27.82
L12	S59°55'36"W	54.48
L13	N71°11'17"W	50.87
L14	N29°51'06"W	50.25
L15	N83°54'56"E	99.46
L16	N29°54'56"E	31.75
L17	S09°55'29"E	35.00
L18	N80°04'32"E	100.00
L19	N09°55'29"W	35.00
L20	S10°04'27"E	35.69
L21	S10°06'16"E	82.90
L22	S27°27'18"W	54.34
L23	N79°42'28"W	67.85
L24	INTENTIONALLY OMITTED	
L25	INTENTIONALLY OMITTED	
L26	INTENTIONALLY OMITTED	
L27	N10°06'16"W	109.69
L28	N11°56'27"E	48.50
L29	S79°56'08"W	26.53
L30	S38°52'40"W	91.22
L31	S56°53'58"W	37.39
L32	N10°13'30"E	46.32
L33	N89°20'09"W	50.00
L34	N89°19'36"W	17.08
L35	N71°53'31"E	131.77
L36	INTENTIONALLY OMITTED	
L37	N79°56'38"E	34.51
L38	S76°38'14"E	65.13
L39	S09°16'16"E	36.81
L40	S20°55'31"E	45.40
L41	S09°55'29"W	95.82

CURVE TABLE				
CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	93.23	1814.91	S38°59'15"W	93.21
C2	198.86	1835.09	N67°32'55"W	198.77
C3	144.68	1835.09	S72°56'43"W	144.64
C4	112.63	1836.09	S70°55'44"W	112.61
C5	137.15	835.00	S06°47'41"E	136.99
C6	182.36	391.16	S26°47'41"E	180.74
C7	153.77	265.00	N09°23'17"W	151.66
C8	39.21	140.21	N69°06'15"E	39.09
C9	52.55	140.00	S77°22'06"E	52.26
C10	117.78	346.00	S12°39'27"W	117.23
C11	46.51	160.00	S58°10'45"E	46.35
C12	62.50	187.00	S26°41'13"E	62.21
C13	186.51	240.00	N63°03'58"W	181.82
C14	93.06	75.00	S89°01'00"E	87.20
C15	114.09	192.50	N74°51'55"W	110.99
C16	76.45	1834.91	S57°16'25"W	76.45
C17	18.93	140.00	N78°11'49"E	18.92
C18	58.94	115.00	N65°27'26"W	58.30

CITY OF CARTERSVILLE CERT.

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

ZONING ADMINISTRATOR — 9/20/16 DATE

WATER SUPERINTENDENT — 9/20/16 DATE

GAS SUPERINTENDENT — 09.20.2016 DATE

ELECTRIC SUPERINTENDENT — 9.20.2016 DATE

FIBER SUPERINTENDENT — 9/20/16 DATE

CITY ENGINEER — 9/20/16 DATE

SURVEYOR'S CERTIFICATE

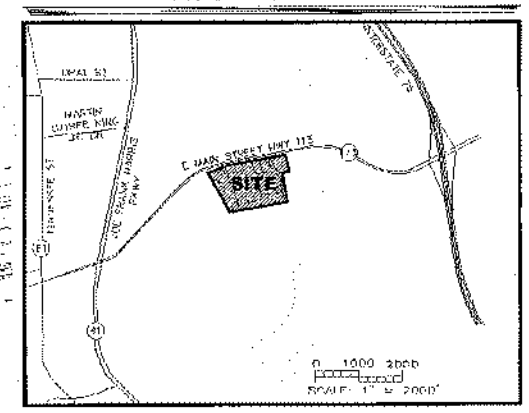
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED "FUTURE" AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS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

SURVEYOR — 9/16/16 DATE

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

NEW RIVERSIDE OXFORD #548 OXFORD PIGMENT AT 10% ADDITION RATE (50 LBS/C.Y. OF CONCRETE). CONTACT: BRAD HUGHES - (770) 383-4568, EXT. 113

LOCATION SKETCH



DEDICATED R/W
0.080 ACRES

BENCHMARK
BRASS BOLT

OUTLOT 1
2.741 ACRES

OUTLOT 2
1.718 ACRES

OUTLOT 3
1.139 ACRES

OUTLOT 4
1.780 ACRES

OUTLOT 5
2.008 ACRES

OUTLOT 6
3.840 ACRES

PARCEL B
TP#1=7.385 ACRES
TP#2=6.786 ACRES
TP#3=7.325 ACRES
TP#4=2.665 ACRES
TOTAL=24.162 ACRES

TAX PARCEL 1
7.386 ACRES
(PART OF PARCEL B)

TAX PARCEL 2
6.786 ACRES
(PART OF PARCEL B)

TAX PARCEL 3
7.325 ACRES
(PART OF PARCEL B)

TAX PARCEL 4
2.665 ACRES
(PART OF PARCEL B)

KROGER
15.566 ACRES
(PARCEL A)

POND 1

POND 2

L.L. 386 L.L. 387 L.L. 406 L.L. 407 L.L. 388

RETAIL

CITY OF CARTERSVILLE OVERLAY DISTRICT

CITY OF CARTERSVILLE BARTOW COUNTY

MACEDONIA RD

EAST MAIN STREET (GA HWY 113)

RETAINING WALL

EXISTING ARBORS

0 50 100 200 300 400
SCALE: 1" = 100' GRAPHIC SCALE

BK 78 PG 37

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

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

FINAL PLAT FOR:

MAIN STREET MARKETPLACE

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

** FLOOD STATEMENT **

THE F.I.R.M. FLOOD INSURANCE RATE MAP SHOWS THE REFERENCED PARCEL IN ZONE X AND IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS, ACCORDING TO PANEL NO. 13015 C 0210 G, DATED: SEPTEMBER 29, 2007.

DATE: SEPT. 9, 2016 | REV: | JOB NO: 16163

DATE OF FIELDWORK: AUGUST 1, 2016

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0446 FAX: 770.607.5151

SHEET: 1 of 3

OWNER'S CERTIFICATE

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

OWNER — 9/20/16 DATE

SURVEY REFERENCES

1. PROPOSED COMMERCIAL DEVELOPMENT CONCEPT FOR LEDBETTER PROPERTIES, LLC. BY DUPLANTIS DESIGN GROUP, PC LLC; DATED MAY 13, 2014.
2. GEORGIA POWER EASEMENT - CARTERSVILLE - BIG SHANTY 230KV TRANSMISSION LINE (CARTERSVILLE - SOUTH ACWORTH SECTION). DRAWING No. 14-488; DATED FEBRUARY 26, 2003.
3. GEORGIA HIGHWAY 113 (A.K.A. EAST MAIN STREET) - RIGHT-OF-WAY MAP FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION - PROJECT: FF-018-1(13)3 BARTOW, DATED DECEMBER 7, 1977.
4. MAIN STREET GATEWAY - MAINLINE ROADWAY PLAN FOR THE CITY OF CARTERSVILLE BY PHARR ENGINEERING - PROJECT: STAPO-0006(002)PI.

OWNER/DEVELOPER

CHEROKEE MAIN STREET III, LLC
105 EAST 8th AVENUE, ROME, GA
24 HOUR CONTACT: MR. DEVON MOORES
PHONE: (770) 967-0141

ZONING NOTES

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

TOTAL NUMBER OF LOTS = 10
TOTAL NUMBER OF BUILDABLE LOTS = 8
MINIMUM FRONT YARD SETBACK = 20'
MINIMUM SIDE YARD SETBACK = 10'
MINIMUM REAR YARD SETBACK = 20'
MINIMUM LOT AREA = NONE
MAXIMUM BUILDING HEIGHT = SIXTY (60) FEET OR 4 STORIES, WHICHEVER IS HIGHER.
MAXIMUM LOT COVERAGE = 80%
MINIMUM BUFFER REQUIREMENTS = A MINIMUM FIFTEEN (15) FOOT WIDE BUFFER ALONG RESIDENTIAL DISTRICT
MINIMUM LOT FRONTAGE = 150 FT.
MINIMUM LOT WIDTH @ BUILDING LINE = 100 FT.

GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1' IN 20,000 FEET, AND AN ANGULAR ERROR OF 7" PER ANGLE POINT, AND WAS NOT ADJUSTED.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN 736,694 FEET.
3. EQUIPMENT USED: TOPCON 203, TOTAL STATION, WITH DATA COLLECTOR.
4. RIGHTS-OF-WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
5. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
6. DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.
7. ALL PROPERTY CORNERS ARE HALF INCH REBAR UNLESS OTHERWISE NOTED.
8. DRAINAGE EASEMENTS OFF RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

Pictures Taken 7-24-2020






















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

