CARTERSVILLE
CITY COUNCIL MEETING

Council Chambers, Third Floor of City Hall
Thursday, January 21, 2021 at 7:00 PM

AGENDA

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

CITY MANAGER:
Dan Porta

CITY ATTORNEY:
David Archer

CITY CLERK:
Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. January 7, 2021

APPOINTMENTS

2. Appointment and Swearing in of Municipal Court Judge

3. Appointment and Swearing in of Assistant Municipal Court Judge

4. Appointment and Swearing in of Assistant Municipal Court Judge

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

5. Z21-01. Rezoning from General Commercial w/ Special Use Permit for apartments (G-C w/SUP) to Multi-family (MF-14) for an apartment community. 25.79 acres located at the SE quadrant of the intersection of Hwy 20 & Hwy 411 (Across from Savoy)

CONTRACTS/AGREEMENTS

6. GDOT Indemnity Agreement

7. Jackson Farm Planned Development Relocation Agreement
SP-20-002

BID AWARD/PURCHASES

8. Duo MFA Support Renewal

9. Everbridge Renewal

CHANGE ORDER

10. WPCP Upgrade Change Order #4

MONTHLY FINANCIAL STATEMENT

11. November 2020 Financial Report

TABLED ITEMS

12. AZ20-04 175 E. Main St.

13. 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:	January 21, 2021
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	January 7, 2021
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the January 7, 2021 City Council Meeting are uploaded for your review and approval.
LEGAL:	N/A

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

WORK SESSION

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

Mayor Santini closed Work Session at 7:02 P.M.

OPENING MEETING

Invocation by Mayor Santini.

Pledge of Allegiance led by Council Member Cooley.

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

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. December 17, 2020 Meeting Minutes

A motion to approve the December 17, 2020 Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0

PUBLIC HEARING – 2nd READING OF ZONING/ANNEXATION

2. T20-03: 55 Zena Drive

Randy Mannino, Planning and Development Department Head, stated the text amendment to allow "cheerleading/gymnastics and indoor athletic training facilities", as well as "indoor recreation facilities" as allowed uses in the H-I district with a Special Use permit. No changes or additions since the first reading. Application was approved by Planning Commission on December 8, 2020.

Public Hearing open.

Scott Arnold, 310 Clubhouse Dr., Kennesaw, came forward to speak for the text amendment.

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

A motion to approve T-20-03: 55 Zena Drive was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

Ordinance No. 05-21

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville that City of Cartersville Code of Ordinances, Chapter 26. Zoning, Article X-INDUSTRIAL DISTRICT REGULATIONS, is revised as follows:

1.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the **City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE X-INDUSTRIAL DISTRICT REGULATIONS, SECTION 10.2 H-I Heavy Industrial District, subsection 10.2.2 Use Regulations** is hereby amended by adding the following uses:

-Cheerleading/gymnastics facilities and indoor athletic training facilities (SU).*

-Indoor recreation facilities (SU).*

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 to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: December 17, 2020
SECOND READING: January 7, 2020

MATTHEW J. SANTINI, MAYOR

ATTEST: JULIA DRAKE, CITY CLERK

CITY OF CARTERSVILLE INCORPORATED FEB. 1ST 1850 GEORGIA

3. SU20-03: 55 Zena Drive

Mr. Mannino stated the Special Use request for Georgia Pole Vault is to allow indoor athletic training facility. No changes or additions since the first reading.

Public Hearing open.

Steve Rowe, Roswell, GA., came forward to speak for the item.

With no one else to come forward, the Public Hearing was closed.

A motion to approve SU20-03: 55 Zena Drive was made by Council Member Roth and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0

4. SU20-04: 55 Zena Drive

Mr. Mannino stated the Special Use request for DC Academy is to allow indoor athletic training facility. No changes or additions since the first reading.

Public Hearing open. With no one to come forward, the Public Hearing was closed.

A motion to approve SU20-04: 55 Zena Drive was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0

SECOND READING OF ORDINANCES

5. Sec 4-1: Definition of Downtown Entertainment Zone

Mr. Mannino gave an overview of Ordinance explaining that this proposed ordinance is set to define the definition of the Downtown Entertainment Zone. ACB approved 12/9/2020

A motion to approve Sec 4-1: Definition of Downtown Entertainment Zone was made by Council Member Stepp and seconded by Council Member Wren. Vote: 5-1 Council Member Roth opposed.

Ordinance No. 01-21

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 4 – ALCOHOL BEVERAGES, ARTICLE II. - LICENSING REQUIREMENTS, DIVISION 4. PREMISES RESTRICTIONS, SECTION 4-1. definitions are amended by adding the definition of Downtown Entertainment Zone as listed below:

1.

Sec. 4-1. – Definitions

Downtown Entertainment Zone means and includes the following area as delineated on the map entitled "Downtown Entertainment Zone" incorporated herein below:

Downtown Entertainment Zone



2.

The additional definition added to Section 4-1 is to be made a part of the permitted uses and alphabetized accordingly to be made a part of the permitted uses and included accordingly.

3.

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

1

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: December 17, 2020
SECOND READING: January 7, 2021

MATTHEW J. SANTINI, MAYOR

ATTEST:
JULIA DRAKE, CITY CLERK

CITY OF CARTERSVILLE INCORPORATED FEB. 1ST 1860 GEORGIA

6. Sec. 4-105 and 4-106 (f): Rules and Regulations for Downtown Entertainment Zone

Mr. Lovell gave an overview of Ordinance explaining that this proposed ordinance is to define the rules and regulations for the Downtown Entertainment Zone. It was discussed that the Ordinance will be amended to remove the administrative fee, add verbiage pertaining to the sale and purchase of cups by the business owners, and to add a potential beginning date of February 11, 2021. ACB approved 12/9/2020.

Council Member Roth expressed that his stance on this subject had not changed. He simply did not feel that an Entertainment Zone does not add to the appeal of our city.

A motion to approve Sec 4-105 and 4-106(f): Rules and Regulations for Downtown Entertainment Zone as amended was made by Council Member Stepp and seconded by Council Member Wren. Vote: 5-1. Council Member Roth opposed.

Ordinance no. 02-21

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-105. – CONSUMPTION ON-PREMISES is amended by deleting and replacing the same; SECTION 4-106 CONSUMPTION ON OTHER PUBLIC PLACES is amended by deleting and replacing the same as indicated below.

1.

Sec. 4-105. – Consumption on-premises.

It shall be unlawful for anyone to open, drink, or otherwise consume any wine or malt beverage or distilled spirits upon any premises, other than a pouring outlet or package wine outlet, wherein such beverages are sold under a license issued by the city, except as allowed for Brewer's pursuant to O.C.G.A. § 3-5-24.1 and Distiller's as allowed pursuant to O.C.G.A. § 3-4-24.2, or in the area of the Downtown Entertainment Zone as allowed in Section 4-106.

2.

Sec. 4-106. - Consumption in other public places.

(a) Nothing in this article shall be construed to permit consumption of any intoxicating beverages in any public place in the city other than within the definite, closed-in or partitioned location, whether room or building, wherein pouring takes place, except for permitted caterers, sidewalk cafes, or right-of-way cafes, city-sanctioned event, or Downtown Entertainment Zone.

(b) An establishment licensed under this chapter to sell alcoholic beverages shall not allow any person to leave such licensed premises with any alcoholic beverage in an open cup, bottle, can or other open container, except as provided for in the Downtown Entertainment Zone.

(c) An establishment licensed under this chapter to sell alcoholic beverages shall not allow any person to leave such licensed premises with any alcoholic beverage in an open cup, bottle, can or other open container.

(d) This section shall not apply to city-sanctioned events. A city-sanctioned event is an event which is approved by a vote of the mayor and city council, or an event for which permit is granted to any board of the city, or downtown development authority.

(e) Establishments licensed to sell growlers may offer samples under the following guidelines:

(1) Growler malt beverage sampling shall be on limited occasions when a customer requests a sample of a growler malt beverage offered for sale within the premises.

(2) Growler malt beverage tasting for customers shall only be conducted at a counter area constituting no more than ten (10) percent of the entire floor area of the premises.

(3) Growler malt beverage sampling for customers shall be limited to no more than one (1) time per day per customer. Samples shall not exceed two (2) ounces, and no customer shall consume more than eight (8) ounces in any two-hour period.

(4) Only the licensee or an employee shall open, handle, and serve growler malt beverages, and samples shall only be poured by the licensee and/or an employee.

(5) No open growler containers shall be removed from the licensed premises.

(f) Downtown Entertainment Zone:

(1) The purpose of this section is intended to set forth certain exceptions and provisions applicable only to licensees whose establishments:

a) Are located within the Downtown Entertainment Zone;

b) Possess a license to sell alcoholic beverages for consumption on the premises; and

c) Except as specifically set forth in this section, all such licensees will remain subject to all other provisions of the city's alcoholic beverages ordinance.

(2) Outside consumption of alcoholic beverages permitted in the Downtown Entertainment Zone.

(3) No containers in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed sixteen (16) fluid ounces in size but shall only contain up to twelve (12) fluid ounces of alcohol. No person shall hold in their possession on the public streets and sidewalks, plazas, in parks and/or any other public place within the Downtown Entertainment Zone any open alcoholic beverage container, which exceeds sixteen (16) fluid ounces in size, containing no more than twelve (12) fluid ounces of alcohol. Any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises which is located within an approved Downtown Entertainment Zone is authorized to dispense alcoholic beverages in a disposable plastic cup for removal from the premises. Said cups are to be sold at cost, or at retail cost by the Cartersville Downtown Development Authority or a vendor approved by them. Said cups shall include a twelve (12) ounce marked line and shall include the rules, as approved by the Planning and Development Director. No alcohol is allowed off premises unless in the approved cup.

(4) Drinking alcoholic beverages from a can, bottle, glass, or non-approved disposable plastic cup off premises is prohibited.

(5) Purchases from licensed premises within the approved Downtown Entertainment Zone are allowed off premises. Alcoholic beverages purchased in accordance with this chapter may be consumed in the approved Downtown Entertainment Zone except as prohibited in this section. Alcoholic beverages

consumed pursuant to this provision must be purchased from a licensed establishment authorized to sell alcoholic beverages for consumption on the premises within the Downtown Entertainment Zone. Licensed establishments shall only be permitted to serve from their approved premises as approved on their alcohol license and shall not serve from temporary locations upon the premises unless specifically allowed as part of an approved festival in accordance with Section 15-50 through 15-59.

(6) Hours of Consumption. Between the hours of 5:00 p.m. and 10:00 p.m., on Thursday and Friday, and between the hours of 11:00 a.m. and 10:00 p.m., on Saturday, consumption on premises licensees may authorize the sale of alcoholic beverages in the designated disposable plastic cups for off premises consumption in the Downtown Entertainment Zone and shall not allow alcoholic beverages to be removed from their licensed premises, at any other time or manner.

The following dates/events are excluded and no off premises consumption shall be allowed:

a) First Thursday in December for the Christmas Parade;

b) Cartersville High School Homecoming Parade;

c) July 4th Parade it if falls on a Thursday, Friday or Saturday; and

d) Any other date as determined by Council by Resolution.

(7) Any licensed establishment that allows patrons to leave an establishment with an alcoholic beverage as regulated herein shall have an 11-inch by eight and one-half inch sign posted at the door for public view whereas a patron entering/exiting the establishment can read the following:

> "All patrons leaving this establishment with an alcoholic beverage do hereby take full responsibility to only consume an alcoholic beverage served in the designated disposable plastic cups for off premises consumption not to exceed sixteen (16) ounces in size, containing no more than twelve (12) fluid ounces, and obtained by an establishment licensed to sell alcoholic beverages in the Downtown Entertainment Zone outlined on the map below. Any individual that leaves the permitted area with an alcoholic beverage in any other open container is in violation of city code and may be subject to a citation and/or fine."

The map as referenced in Section 4-1 shall be made a part of the notice.

(8) The provisions of this section shall not be deemed to abrogate or otherwise impact any state law or local ordinance pertaining to public drunkenness, disorderly conduct, driving with an open container or under the influence of alcohol, or similar laws.

(9) No alleys are to be included within the Downtown Entertainment Zone.

(10) Drinking alcoholic beverages from a can, bottle, or any other container except the designated disposable plastic cups for off premises consumption is prohibited and is subject to a fine of at least $100.00.

(11) Littering a designated disposable plastic cup within the Downtown Entertainment Zone is subject to a fine of at least $100.00.

(12) The City shall provide additional outdoor garbage cans within the Downtown Entertainment Zone.

(13) Signage of rules, regulations, boundaries, and penalties as approved by the Planning and Development Department shall be posted in the Downtown Entertainment Zone.

(14) No designated disposable plastic cups are allowed to be in motor vehicles. A fine of at least $100.00 for each cup in said vehicle shall be levied.

(15) Consumption shall be limited to certain areas in the Downtown Entertainment Zone. No alcoholic beverage purchased pursuant to this provision may be consumed:

a. Outside the boundary of the approved Downtown Entertainment Zone or within the approved Downtown Entertainment Zone on any parcel used as a trail, church, day care center or school or the adjoining sidewalk;

b. in an alley.

c. in any private parking lot.

(16) This ordinance shall remain in effect from the date approved by council for a period not to exceed one year from that date.

(g) This section shall not apply in the following instances:

(1) For events that are sponsored or organized by the City of Cartersville where the alcohol is obtained from a participating business within any city sanctioned event, and is contained in and consumed from an approved, disposable plastic cup.

(2) Where the city council through a resolution has permitted otherwise.

(3) For restaurants that have a valid sidewalk cafe permit provided that all outdoor activities are contained within the permitted sidewalk cafe.

(4) As permitted in the Downtown Entertainment Zone.

(5) Beverages for consumption at a publicly owned or privately-owned golf course, licensed to sell alcoholic beverages.

(6) For the carrying out of a partially consumed bottle of wine as defined in Section 4-14.

(7) When a temporary limited license has been issued, provided that the person consuming or possessing an alcoholic beverage remains on the public sidewalk

directly in front of the premises licensed to sell alcoholic beverages or within the open areas, sidewalks, decks, or similar unenclosed spaces on or about the premises licensed to sell alcoholic beverages.

3.

This Ordinance shall become effective on February 11, 2021.

4.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: December 17, 2020
SECOND READING: January 7, 2021

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

CITY OF CARTERSVILLE INCORPORATED CORPORATE SEAL 1860 GEORGIA

7. Sec 4-121: Package Outlets

Mr. Mannino gave an overview of Ordinance explaining that this proposed ordinance is to change the time that package outlets can sell alcohol. No changes or additions since the first reading. ACB approved 12/9/2020.

A motion to approve Sec 4-121: Package Outlets was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

Ordinance no. 03-21

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 4 – ALCOHOL BEVERAGES, ARTICLE II. - LICENSING REQUIREMENTS, DIVISION 5. HOURS OF OPERATION, SECTION 4-121 is amended by deleting and replacing the same as listed below.

1.

Sec. 4-121. - Package outlets.

(a) *Distilled spirits.* No retailer shall be in his place of business, or open his place of business, or furnish, sell or offer for sale any distilled spirits at any of the following times:

(1) At any time on Thanksgiving or Christmas Day; or

(2) At any time in violation of an ordinance or regulation or of a special order of the mayor and city council; or

(3) On Monday through Saturday before 8:00 a.m. or after 11:45 p.m.; or

(4) On Sunday before 11:00 a.m. or after 11:45 p.m.

(b) *Malt beverage and wine.* It shall be unlawful for any person to sell or serve any malt beverage and wine at any of the following times:

(1) At any time on Christmas Day; or

(2) On Monday through Saturday prior to 8:00 a.m. or after 12:00 p.m.; or

(3) On Sunday before 11:00 a.m. or after 11:45 p.m.;

(4) Additionally, package wine outlets may not serve after 11:45 p.m. on any day.

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: December 17, 2020
SECOND READING: January 7, 2021

MATTHEW J. SANTINI, MAYOR

ATTEST:
JULIA DRAKE, CITY CLERK

CITY OF CARTERSVILLE INCORPORATED CORPORATE SEAL 1850 GEORGIA

8. Sec. 4-414: Home Delivery of Alcohol

Mr. Mannino gave an overview of Ordinance explaining that this proposed ordinance is to allow home delivery of alcohol in its original, unopened package by a certificated employee. ACB approved 12/9/2020.

A motion to approve Sec. 4-414: Home Delivery of Alcohol was made by Council Member Stepp and seconded by Council Member Fox. Vote: 5-0. Council Member Roth opposed.

Ordinance No. 04-21

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTIONS 4-114 – 4-119. RESERVED is amended by deleting and replacing the same as listed below.

1.

Sec. 4-414. Home Delivery of Alcohol.

(a) For all purposes of this section, a "package," "package outlet," or "package licensed outlet," as defined by City of Cartersville Code of Ordinance Sec. 4-1 and shall have the same meaning as "packaged goods retailer" as provided for in O.C.G.A. §3-3-10. In addition to any authorizations provided by state law, on-premise permit holders (pouring outlets as defined by City of Cartersville Code of Ordinance Sec. 4-1) can provide for the home delivery of beer and wine under an existing on-premise pour license with a letter of intent to provide the service to the City of Cartersville.
(b) No packaged goods retailer shall be permitted to engage in delivery operations without a letter of intent to provide the service in the municipality.
(c) Any establishment, including home delivery within the City limits, must file their employee's state issued certificate to deliver with the City of Cartersville Planning and Development Department.
(d) Any violation of this section is subject to a fine of $500.00.

2.

Sec. 4-415 – 419. 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: December 17, 2020
SECOND READING: January 7, 2021

CITY OF CARTERSVILLE INCORPORATED FEB. 1ST 1860 GEORGIA

MATTHEW J. SANTINI, MAYOR

ATTEST:
JULIA DRAKE, CITY CLERK

RESOLUTIONS

9. Annual Update Adoption of CIE & CWP in Accordance with the Impact Fee Requirements

Mr. Mannino stated Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees and/or have an adopted impact fee ordinance. As you are aware, we held the required public hearing for the updated information on November 19, 2020, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to, formally, adopt it. Staff recommends that Council approve this resolution adopting the Annual Update.

A motion to approve the Annual Update Adoption of CIE & CWP in Accordance with the Impact Fee Requirements was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

Resolution No. 01-21

ADOPTION RESOLUTION

Capital Improvements Element

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element and Community Work Program; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 19th, 2020 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herein as Exhibit "A" as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, THE 7th OF JANUARY, 2021.

Mayor, Matthew Santini
City of Cartersville, Georgia

ATTEST:

City Clerk, Julia Drake

CITY OF CARTERSVILLE INCORPORATED FEB. 1ST 1850 GEORGIA

CHANGE ORDER

10. Douthit Ferry Road Widening Engineering Change Order

Wade Wilson, City Engineer, stated that The Georgia Department of Transportation (GDOT) has recently made two comments regarding the Douthit Ferry Road Widening Project that will require an updated traffic forecast and a possible additional engineering study to analyze intersections beyond the proposed project footprint. Southland Engineering is proposing to complete the updated traffic forecasting for a fee of $30,500. The engineering study that may be needed based on comments will be an additional $33,750.

Public Works recommends approval of this change order of up to $64,250. If the additional engineering is not needed, then Public Works will limit approval of associated invoicing of this change order to $30,500. The preliminary engineering funds for this project is currently being reimbursed by GDOT.

A motion to approve the Douthit Ferry Road Widening Engineering Change Order was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

CONTRACTS/AGREEMENTS

11. Tree Trimming and Right of Way Clearing

Derek Hampton, Electric Department Head, stated that the Electric Department recommended council to approve contract with Trees Unlimited. Electric Department also requested council approval of a cost not to exceed $100,000 for tree trimming and right of way clearing. This is a budgeted item.

A motion to approve the Tree Trimming and Right of Way Clearing was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0

12. Montessori School Lease Agreement

Dan Porta, City Manager, stated that the current lease agreement with Independent Spirit LLC who is operating the Montessori School in city owned property located at 324 and 326 W. Cherokee Avenue expired on December 31, 2020. Under paragraph 19 of the current agreement it states there can be a month-to-month extension of the existing contract at the current monthly rate of $750. Due to requirements for renting city facilities on a long-term basis, I recommend approval of this month-to-month contract through May 31, 2021.

A motion to approve the Montessori School Lease Agreement was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

A motion was made to add the Calendar Invoice item to the agenda by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

13. Municode Website

Annalee Penny, Public Relations & Communications Manager, stated that our Administrative Department and FiberCom Manager have been researching another option for our website host, support and design. Municode offers a mobile-friendly website that is professional and easy to maintain.

A motion to approve the Municode Website was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

14. 2021 City of Cartersville Calendar

Ms. Penny stated that the 2021 City of Cartersville calendars are complete and have arrived. Ms. Penny shared the new design to the Council by providing each Council Member and the Mayor with a copy of the new calendar. The calendars are scheduled to be mailed on Friday, January 8, 2021 to all City residents. Ms. Penny stated that the invoice for the calendars including postage is in the amount of $11,386.22 and requested Council approval.

A motion was made to approve the 2021 City of Cartersville Calendar Invoice by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

Mr. Porta took a moment to thank Connie Salter and Ms. Penny for their hard work and efforts to get this project completed.

BID AWARD/PURCHASES

15. Chubb Cancer Insurance Policy Renewal

Mr. Porta stated that The Chubb Cancer Insurance Policy renewal for calendar year 2021 that covers the city firefighters is due. The amount due of $13,320 is a budgeted item and is recommended for your approval.

A motion to approve the Chubb Cancer Insurance Policy Renewal was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0

16. New Vehicles from Prater Ford

Dan Porta stated they would like to purchase two vehicles for the Administration Department, one being a Ford Explorer and the second a Ford Escape. When a new Assistant City Manager is hired, we will need to have a vehicle for them to use on a daily basis similar to other city department heads. Our new Public Relations and Communications Manager as well as other Administration Department employees will use the second vehicle. These vehicles were not budgeted but due to vacancies in these two positions, the salary savings will cover the cost of these purchases. I recommend approval of the purchase of the two vehicles from Prater Ford.

The bids received were as follows:

VENDOR	***SUV 1 - Ford Explorer***	***SUV2 - Ford Escape***	***Total by Vendor***	***Comments***
Ginn Motor Co.	$41,678.00	$27,664.00	$69,342.00	
Beck Auto Sales Inc.	$26,646.00	$24,279.00	$50,925.00	
Peach State Ford	$27,315.00	$20,510.00	$47,825.00	Did not meet bid specs
Prater Ford	$27,765.30	$21,058.30	$48,823.60	

A motion to approve the New Vehicles from Prater Ford was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

TABLED ITEMS

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

MAYOR COMMENTS

Mayor Santini stated that the number of Covid-19 cases are steadily rising and the number of cases locally are very high. Our hospital is at maximum capacity. He urged the citizens, Council, and staff to please, 'Do your part'. Furthermore, he reminded everyone to remember the statewide mandates for face coverings and social distancing. In closing, Mayor Santini stated that the City of Cartersville would continue to work to be the example for the world.

Council Member Stepp shared his personal experience with Covid-19, stating that it is very serious and very real. He echoed the Mayors sentiments in regards to remembering and following the statewide mandates.

Council Member Roth took a moment to congratulate Cartersville High School football team for a great season and a job well done!

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:	January 7, 2021
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Appointment and Swearing in of Municipal Court Judge
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual reappointment of Municipal Court Judge Harry White, as required according to statute per Keith Lovell.
LEGAL:	Reviewed by Archer & Lovell

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 7, 2021
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Appointment and Swearing in of Assistant Municipal Court Judge
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual reappointment of Assistant Municipal Court Judge Samir Patel, as required according to statute per Keith Lovell.
LEGAL:	Reviewed by Archer & Lovell

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 7, 2021
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Appointment and Swearing in of Assistant Municipal Court Judge
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual reappointment of Assistant Municipal Court Judge Jay Choate, as required according to statute per Keith Lovell.
LEGAL:	Reviewed by Archer & Lovell

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 21, 2021
SUBCATEGORY:	Public Hearing – 1st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z21-01. Rezoning from General Commercial w/ Special Use Permit for apartments (G-C w/SUP) to Multi-family (MF-14) for an apartment community. 25.79 acres located at the SE quadrant of the intersection of Hwy 20 & Hwy 411 (Across from Savoy)
DEPARTMENT SUMMARY RECOMMENDATION:	The overall tract is approximately 36 acres. The entire tract is currently zoned G-C and a Special-Use was approved in October of 2019 to allow for a mixed-use project on approximately 15.56 acres of the subject property (SU19-04). The Special Use allows for apartments above retail and office space in four of the eight proposed buildings. The approval is for 210 apartment units with a breakdown of 154 one-bedroom & 56 two-bedroom. The proposed application will render the previous Special Use approval null and void if approved. The applicant is requesting the rezoning of 25.79 acres of the 36 acre tract from G-C & *G-C w/SUP to MF-14 for the construction of 240 apartment units housed within 10 residential buildings. The proposal includes studios (24), 1 bedroom (96), 2 bedrooms (96), & 3 bedrooms (24) units. The project access will be from Hwy 20 across from the Savoy Museum. The majority of the frontage of the tract along Hwy 411 and Hwy 20 will remain G-C (10.117 acres). The overall density with 240 units will be 9.3 units per gross acre. With 7.13 acres of floodplain and detention pond, the net density is 12.86 units per acre. For comparison, the Avonlea Apartments at 950 E. Main St. have 228 units on 16.68 acres with a density of 13.7 units per acre. Planning Commission recommends approval.
LEGAL:	Legal ads have been run, signs posted, and adjacent property owners have been notified.

ZONING SYNOPSIS

Petition Number(s): **Z21-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Continental 571 Fund LLC**

Representative: **Gwen Wheeler, Development Director**

Property Owner: **Highlands Investment**

Property Location: **Southeast corner of Hwy 20 & Hwy 411 (C101-0001-001)**

Access to the Property: **Hwy 20**

Site Characteristics:

Tract Size: Acres: **25.79** District: **4th** Section: **3rd** LL(S): **50 &51**

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

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial) w/ SUP for multi-family**
Proposed Zoning: **MF-14 (Multi-Family Residential)**
Proposed Use: **Multi-Family Residential/Apartments**

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

The Future Development Plan designates the subject property as: **Highlands**

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

ZONING ANALYSIS

Site History:

The overall tract is approximately 36 acres. The entire tract is currently zoned G-C and a Special-Use was approved in October of 2019 to allow for a mixed-use project on approximately 15.56 acres of the subject property (SU19-04). The Special Use allows for apartments above retail and office space in four of the eight proposed buildings. The approval is for 210 apartment units with a breakdown of 154 one-bedroom & 56 two-bedroom. The proposed application will render the previous Special Use approval null and void if approved.

Project Summary:

The applicant is requesting the rezoning of 25.79 acres of the 36 acre tract from G-C & *G-C w/SUP to MF-14 for the construction of 240 apartment units housed within 10 residential buildings. The proposal includes studios (24), 1 bedroom (96), 2 bedrooms (96), & 3 bedrooms (24) units.

The project access will be from Hwy 20 across from the Savoy Museum. The majority of the frontage of the tract along Hwy 411 and Hwy 20 will remain G-C (10.117 acres).

The overall density with 240 units will be 9.3 units per gross acre. With 7.13 acres of floodplain and detention pond, the net density is 12.86 units per acre. For comparison, the Avonlea Apartments at 950 E. Main St. have 228 units on 16.68 acres with a density of 13.7 units per acre.

The Future Development Map identifies the Character Area as "Highlands".

The Future Land Use Map identifies the proposed site as "Commercial". The proposed site has been expected to develop with a multi-family (apartment) component as seen by the October 2019 SUP approval. "Commercial Mixed-Use" may be a better category for the area.

City Department Comments

Electric: Takes no exception.

Fibercom: Takes No Exception

Fire: Z20-01- Cartersville Fire Department takes no exceptions to the rezoning request provided all adopted codes, ordinances, and development regulations are able to be met, including a minimum water demand of 1250 gpm @ 20 psi for 20 minutes.(These comments came from SU19-04)

Gas: Takes No Exception

Public Works: Does not oppose requested zoning.

Water and Sewer: The Cartersville Water Department "Takes No Exception" to the requested rezoning, but per the attached comments, the Owner/Developer is responsible for development of a water and sewer layout in compliance with Cartersville Development Regulations. (These comments came from SU19-04)

Cartersville School District:
At time of this writing (1/12/2021), the superintendent has not provided written response to the request.

Public Comments:
None received as of 1/5/2021.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
   Property to the north is zoned G-C and is currently being developed as the Savoy Auto Museum. The property on the west side of 411 is G-C and has a new Speedway convenience store. To the south is zoned G-C with a mini-warehouse facility and County C-1 with medical offices. To the east is Bartow County Emergency services and some Board of Regents property.

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 housing product that seems to 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. General Commercial is a highly desirable commercial category.

5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
   The zoning proposal would permit a use that is suitable in view of the use of the adjacent commercial use properties.

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

7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does not seem conform to the Future Land Use Map if considering apartments to be a housing development. If apartments are viewed as a business that leases tenant space, then the commercial designation may be appropriate. A more appropriate land use map category may be "Commercial- Mixed Use" which is designated further west. Commercial-Mixed Use allows for a variety of housing choices mixed with commercial uses.

8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental and development 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 portion of roadway (Hwy 20) that the site will be accessed from has recently been improved to a multi-lane median controlled facility, and the proposed driveway is to be located at an existing median cut. The Cartersville School System has expressed their opinion on apartments in previous cases, but no comments have been received at this time.

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:

The applicant has also submitted an amenity package including club house and pool, and stated they are fine with including those additions as conditions of zoning. Staff has no objections to the request.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL

Application for Rezoning

City of Cartersville

Case Number: RZ1-01

Date Received: 11/25/2020

Public Hearing Dates:

Planning Commission 1/12/21 5:30pm | **1st City Council** 1/21/21 7:00pm | **2nd City Council** 2/4/21 7:00pm

Applicant Continental 571 Fund LLC (printed name) Office Phone 262-502-5500

Address W134 N8675 Executive Parkway Mobile/ Other Phone

City Menomonee Falls State WI Zip 53051 Email

Gwyn Wheeler, Development Director Phone (Rep) 262-532-9352

Representative's printed name (if other than applicant)

Continental 571 Fund LLC by: Continental Properties Company Inc, its manager Email (Rep) gwheeler@cproperties.com

Development Director

Representative Signature Applicant Signature

Signed, sealed and delivered in presence of: My commission expires: 7/14/23

Signed in Waukesha county, WI

E. A. Rivers

Notary Public

ERIN A. RIVERS NOTARY PUBLIC STATE OF WISCONSIN

* Titleholder Highland Crestmont, LLC (titleholder's printed name) Phone 7707157837

Address 4 Harvard Heights Cartersville, GA Email bhendersoncompanies@gmail.com

Signature

Signed, sealed, delivered in presence of: My commission expires: 2/1/24

Meredith Ulmer

Notary Public

Meredith Ulmer NOTARY PUBLIC Bartow County

Present Zoning District GC Requested Zoning MF-14

Acreage 25.79 Land Lot(s) 50 & 51 District(s) 4th Section(s) 3rd

Location of Property: Near South East Corner of Hwy 411 and Hwy 20

(street address, nearest intersections, etc.)

Reason for Rezoning Request: Proposed 240 unit multifamily community - see enclosures

(attach additional statement as necessary)

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

Application for Rezoning

City of Cartersville

Case Number: _____

Date Received: _____

Public Hearing Dates:

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

Applicant Continental 571 Fund LLC (printed name) Office Phone 262-502-5500

Address W134 N8675 Executive Parkway Mobile/ Other Phone _____

City Menomonee Falls State WI Zip 53051 Email _____

Gwyn Wheeler
Representative's printed name (if other than applicant)

Phone (Rep) 262-532-9352

Email (Rep) gwheeler@cproperties.com

_____
Representative Signature

_____
Applicant Signature

Signed, sealed and delivered in presence of:

My commission expires:

_____
Notary Public

* Titleholder I Barry Henderson for: Highlands Investment Partners, LLC (titleholder's printed name) Phone 7707157037

Address 4 Howard Heights Cartersville, GA Email bhendersoncompanies@gmail.com

Signature Barry Henderson

Signed, sealed, delivered in presence of:

Meredith Ulmer
Notary Public

My commission expires: 1/4/24

Meredith Ulmer NOTARY PUBLIC Bartow County

Present Zoning District GC Requested Zoning MF-14

Acreage _____ Land Lot(s)_____ District(s)_____ Section(s)_____

Location of Property: Near South East Corner of Hwy 411 and Hwy 20
(street address, nearest intersections, etc.)

Reason for Rezoning Request: Proposed 240 unit multifamily community - see enclosures

(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: 11/23/2020

Date Two Years Prior to Application: 11/23/2018

Date Five Years Prior to Application: 11/23/2015

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

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

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

Continental 571 Fund LLC by: Continental Properties Company Inc, its manager

Gwyn Wheeler 11/23/2020

Signature Date

Gwyn Wheeler, Development Director

Print Name

CONTINENTAL PROPERTIES

W134 N8675 Executive Parkway • Menomonee Falls, WI 53051-3310 • Telephone: 262.502.5500 • Facsimile: 262.502.5522

EXISTING CONDITIONS

The subject site under consideration for rezoning and development is located at the intersection of US 411 and Highway 20. The site is currently an empty field and is zoned General Commercial (G-C).

PROJECT PROPOSAL

Continental communities are generally located within vibrant growing municipalities across the nation, with convenient access to employment and near to prime shopping, dining, and entertainment venues. Cartersville, GA offers the conveniences and civic amenities that attract certain demographic segments who prefer to rent rather than own their homes including both young professionals and active adults 55 and up. Nationally, trends continue to show that of new households created 59 percent are rental households (National Multi-Housing Council, 2015).

The proposed Authentix Cartersville community is located along Highway 20 on a parcel that sits near the intersection of US 411 and Highway 20 as shown on the enclosed site plan. Continental 571 Fund LLC ("Continental") proposes an *attainable*, market-rate apartment community on 25.79 acres of the site in Cartersville, GA.

Continental proposes 240 apartment homes within 10 residential buildings throughout the site. The Authentix Cartersville community will feature two building variations, that offer a townhouse-style building design two stories in height with private, ground-level entrances to each unit on the first floor, and shared entries to the second-floor apartment homes. All residential buildings would contain a mix of studio, 1-bedroom, 2-bedroom, and 3-bedroom units. The community will also feature a clubhouse that will serve as the onsite leasing office for the award-winning Continental property management. Residents will have 24-hour access to the clubhouse as it will serve as a workout center that also features a pool.

The entire 35.90-acre parcel is currently zoned General Commercial (G-C), which is intended for commercial and industrial uses. The Authentix Cartersville proposal will require the subject site to be divided into two parcels. One will remain General Commercial (10.117 ac), the other is requested to be rezoned to the City's MF-14 Multifamily Dwelling District equating to 25.79 acres. The planned density of the Authentix Cartersville proposal is 13.29 homes per acre

Density Calculation:
240 units/(25.79 acres of developable land - 7.13 acres of floodplain & detention pond) =
13.29 du/acre

CONTINENTAL PROPERTIES

W134 N8675 Executive Parkway • Menomonee Falls, WI 53051-3310 • Telephone: 262.502.5500 • Facsimile: 262.502.5522

UNIT TYPE	NUMBER OF UNITS
STUDIO	24
1-BEDROOM	96
2-BEDROOM	96
3-BEDROOM	24

UNIT TYPE	UNIT SIZE
STUDIO	544-622 SF
1-BEDROOM	650-712 SF
2-BEDROOM	923-1,040 SF
3-BEDROOM	1,277-1,348 SF

UTILITY CONFIRMATION

Please see the attached letter from Daniel Manny at the Bartow County Water Department, confirming Water and Sewer availability at the subject site.

DEVELOPMENT STANDARDS FOR ZONING DISTRICT

Continental 571 Fund LLC's proposal to rezone the site located at US 411 and Highway 20 to MF-14 will meet the Development Standards for the proposed zoning district (MF-14).

ACCESS REQUIREMENTS

The Authentix Cartersville proposal will meet the access requirements of the City's development regulations in addition to the Georgia DOT requirements.

BARTOW COUNTY
Steve Taylor, Sole Commissioner
Water Department
Lamont Kiser, PE, Director

November 9, 2020

Gwyn Wheeler
Continental Properties Company, Inc.
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051-3310

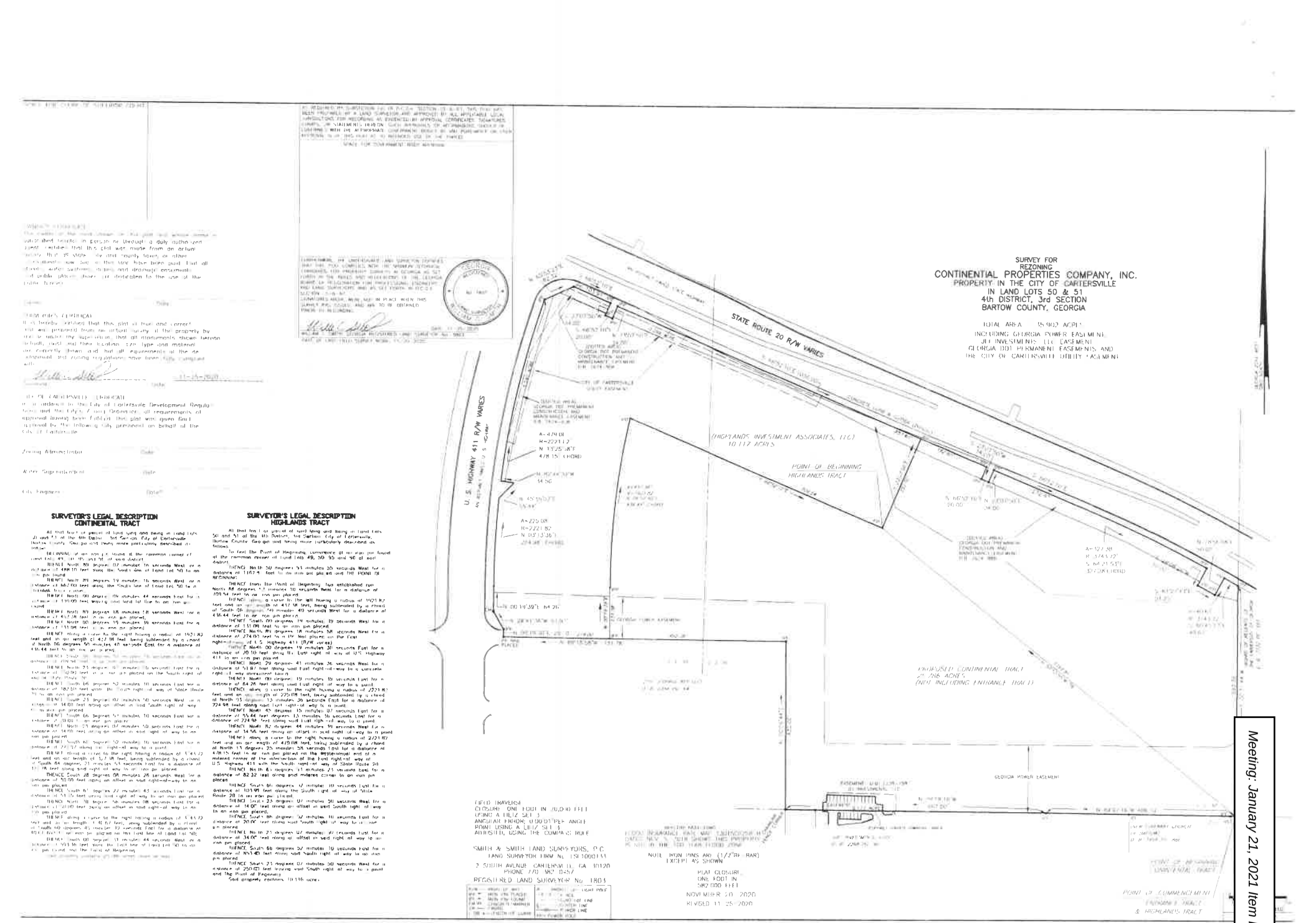
RE: Water & Sewer Service Availability Statement
Highway 411 & Highway 20 Intersection - Parcel # C101-0001-001

Ms. Wheeler:

This letter confirms to the interested person(s) that a 12-inch water line along Hwy 411 is available from the Bartow County Water Department for the above referenced parcel. A 10-inch gravity sanitary sewer line along the rights-of-way of Highway 411 & Highway 20 is available by Bartow County Water Department at this location. Adequacy of capacity must be confirmed and approved based upon submission of development drawings along with anticipated design usage and flows from the developer and allocation of capacity is valid for a term no greater than 180 days from the above indicated date of this service availability statement and is renewable provided said project is moving forward and renewal request is submitted in writing prior to expiration. This request must also include the status of the project and expected construction schedule of the required infrastructure. If you have any additional questions, please feel free to contact the Bartow County Water Department.

Sincerely,

Daniel B. Manny, P.E.
Assistant Director
Bartow County Water Dept.


SURVEY FOR
REZONING
CONTINENTIAL PROPERTIES COMPANY, INC.
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOTS 50 & 51
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
TOTAL AREA 95.902 ACRES
INCLUDING GEORGIA POWER EASEMENT,
JLT INVESTMENTS, LLC EASEMENT,
GEORGIA DOT PERMANENT EASEMENTS, AND
THE CITY OF CARTERSVILLE UTILITY EASEMENT
STATE ROUTE 20 R/W VARIES
U.S. HIGHWAY 411 R/W VARIES
(HIGHLANDS INVESTMENT ASSOCIATES, LLC)
10.112 ACRES
POINT OF BEGINNING
HIGHLANDS TRACT
PROPOSED CONTINENTIAL TRACT
87.786 ACRES
(NOT INCLUDING ENTRANCE TRACT)
GEORGIA POWER EASEMENT
POINT OF BEGINNING
CONTINENTIAL TRACT
POINT OF COMMENCEMENT
ENTRANCE TRACT
& HIGHLANDS TRACT
SURVEYOR'S LEGAL DESCRIPTION
CONTINENTIAL TRACT
SURVEYOR'S LEGAL DESCRIPTION
HIGHLANDS TRACT
FIELD TRAVERSE
CLOSURE: ONE FOOT IN 20,000 FEET
USING A TRIMBLE SET 3
ANGULAR ERROR: 0.00 DEG PER ANGLE
POINT USING A TRIMBLE SET 3
ADJUSTED, USING THE COMPASS RULE
SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF000133
2 SOUTH AVENUE, CARTERSVILLE, GA 30120
PHONE 770-382-0257
REGISTERED LAND SURVEYOR No. 1803
NOTE: IRON PINS ARE (1/2"Ø REBAR)
EXCEPT AS SHOWN
PLAT CLOSURE
ONE FOOT IN
582,000 FEET
NOVEMBER 20, 2020
REVISED 11-25-2020





VICINITY MAP
SCALE: NTS

SITE INFORMATION

DEVELOPABLE MULTI-FAMILY AREA	18.46 ACRES
DETENTION + FLOODPLAIN IMPACT	7.33 ACRES
TOTAL AREA	25.79 ACRES
NET DENSITY	22.84 DU/ACRE
GROSS DENSITY	9.32 DU/ACRE
BUILDING / LANDSCAPE SETBACK	NORTH 33'/15'
	SOUTH 25'/15'
	EAST 25'/15'
	WEST 25'/15'

BUILDING INFORMATION

CLUBHOUSE		2,795 SF
RESIDENT BUILDINGS	QUANTITY	HEIGHT
L24B (24 DU/BUILDING)	1	2-STORY / 1
L24B (24 DU/BUILDING)	9	2-STORY / 15
TOTAL RESIDENT BUILDINGS	10	

GENERAL HOME MIX	HOMES	PERCENTAGE
STUDIO	24	10%
1-BEDROOM	94	40%
2-BEDROOM	94	40%
3-BEDROOM	24	10%
TOTAL HOMES	236	100%

PARKING INFORMATION

	QUANTITY
PARKING	
DETACHED GARAGES	58
9C (9-BAY)	1
8C (8-BAY)	1
2PS (12-BAY)	2
CARPORTS	0
GROUND BUILDING (NO-4)	1
TOTAL COVERED PARKING	61
SURFACE PARKING	333
TOTAL UNCOVERED PARKING	333
TOTAL PARKING PROVIDED	394
PARKING REQUIRED PER CODE	480
HOME PARKING RATIO	2.00
OVERALL GARAGE/SHOW	0.26
COVERED PARKING RATIO	0.26
CLUBHOUSE PARKING	17
ADA PARKING	10
COMPACT PARKING	0

PARKING DIMENSIONS

STANDARD STALL	18.5H - 9' X 18'
ADA STALL	18.5H - 9' X 18'
COMPACT STALL	N/A
DRIVE WIDTH	24'

SITE AMENITIES

AMENITY	QTY / SF / WIDTH
SWIMMING POOL	INCLUDED
FITNESS CENTER	INCLUDED
PET PLAYGROUND TYPE I	
FENCED YARD	53
PARCEL INCRUT	INCLUDED
GRADING AREA	TBD
PROPERTY BOUNDARY	SURVEY

0 100 200 400

CONTINENTAL 577 FUND LLC
An affiliate of
CONTINENTAL
8114 West Dynamic Parkway
Mechanicsville, VA 23111
Phone: 262-522-5500 Fax: 262-522-5522

CITY: CARTERSVILLE
STREET: US411 AND HWY 20, SEC
STATE: GA
DRAWN BY: LD
INITIAL DATE DRAWN: 10.29.2020

REVISIONS

REV	DESCRIPTION	DATE
	Clubhouse update	11.24.2020 LDS
		11.5.2020 LDS
		11.5.2020

BOUNDARY UPDATED

NORTH
SHEET: D1

Meeting: January 21, 2021 Item 5.



SPRINGS AT CARTERSVILLE

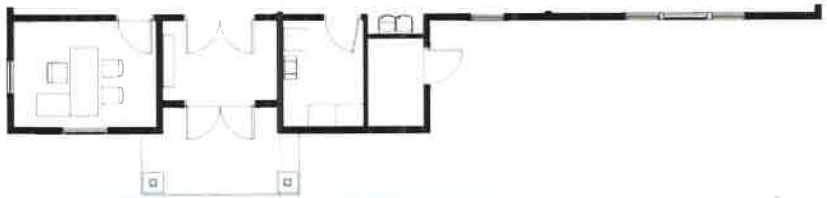
CARTERSVILLE,GA

CONTINENTAL PROPERTIES

Meeting: January 21, 2021 Item Item 5.



Front Elevation





Rear Elevation



CLUBHOUSE

YOU ARE HERE

CONTINENTAL PROPERTIES

Meeting: January 21, 2021 Item Item 5.



Left Elevation





Right Elevation



CLUBHOUSE

YOU ARE HERE

CONTINENTAL PROPERTIES

Meeting: January 21, 2021 Item Item 5.

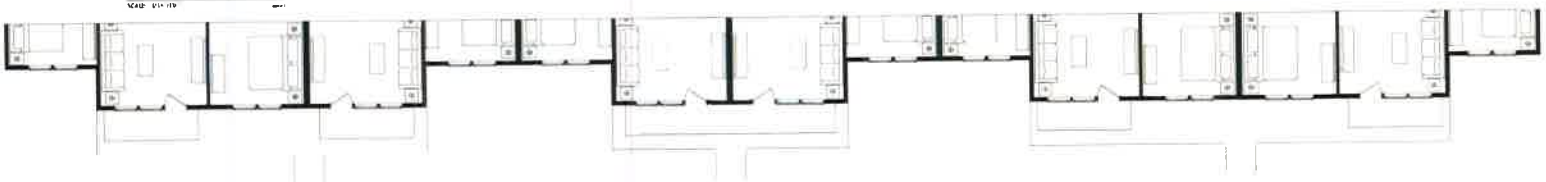


Front Elevation





Rear Elevation



L24 A
Scheme A

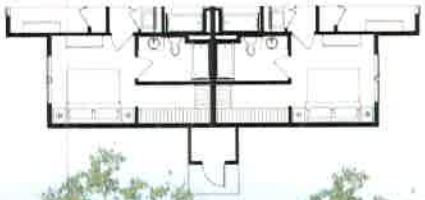
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CONTINENTAL PROPERTIES

Meeting: January 21, 2021 Item Item 5.

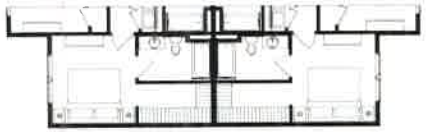


Left Elevation





Right Elevation



L24 A
Scheme A

YOU ARE HERE

CONTINENTAL PROPERTIES

Meeting: January 21, 2021 Item Item 5.



Front Elevation





Rear Elevation



L24 B
Scheme B

CONTINENTAL PROPERTIES

YOU ARE HERE

Meeting: January 21, 2021 Item Item 5.



Left Elevation





Right Elevation



L24 B
Scheme B

YOU ARE HERE

CONTINENTAL PROPERTIES

Meeting: January 21, 2021 Item Item 5.



Front Elevation



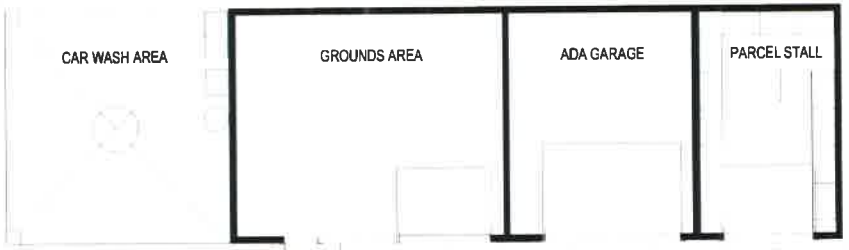
Left Elevation



Right Elevation



Rear Elevation



Floor Plan Elevation

MAINTENANCE BUILDING

YOU ARE HERE

CONTINENTAL PROPERTIES

Meeting: January 21, 2021 Item Item 5.

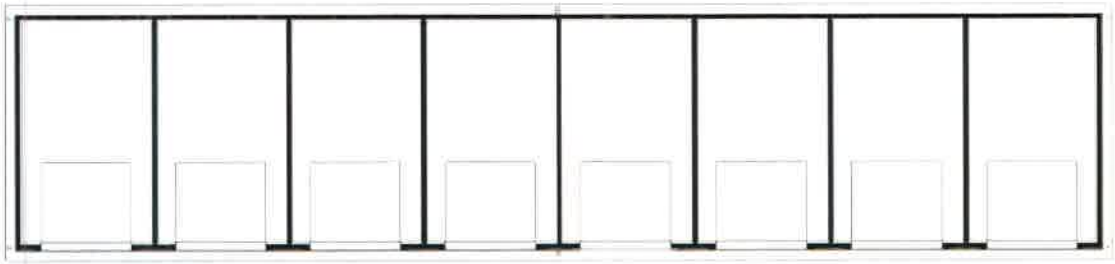


Front Elevation



Left Elevation

Right Elevation



Floor Plan Elevation



Rear Elevation

8G GARAGE

YOU ARE HERE

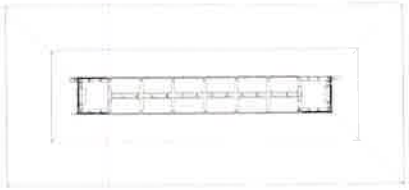
CONTINENTAL PROPERTIES

Meeting: January 21, 2021 Item Item 5.



Front Elevation

Side Elevation



Floor Plan

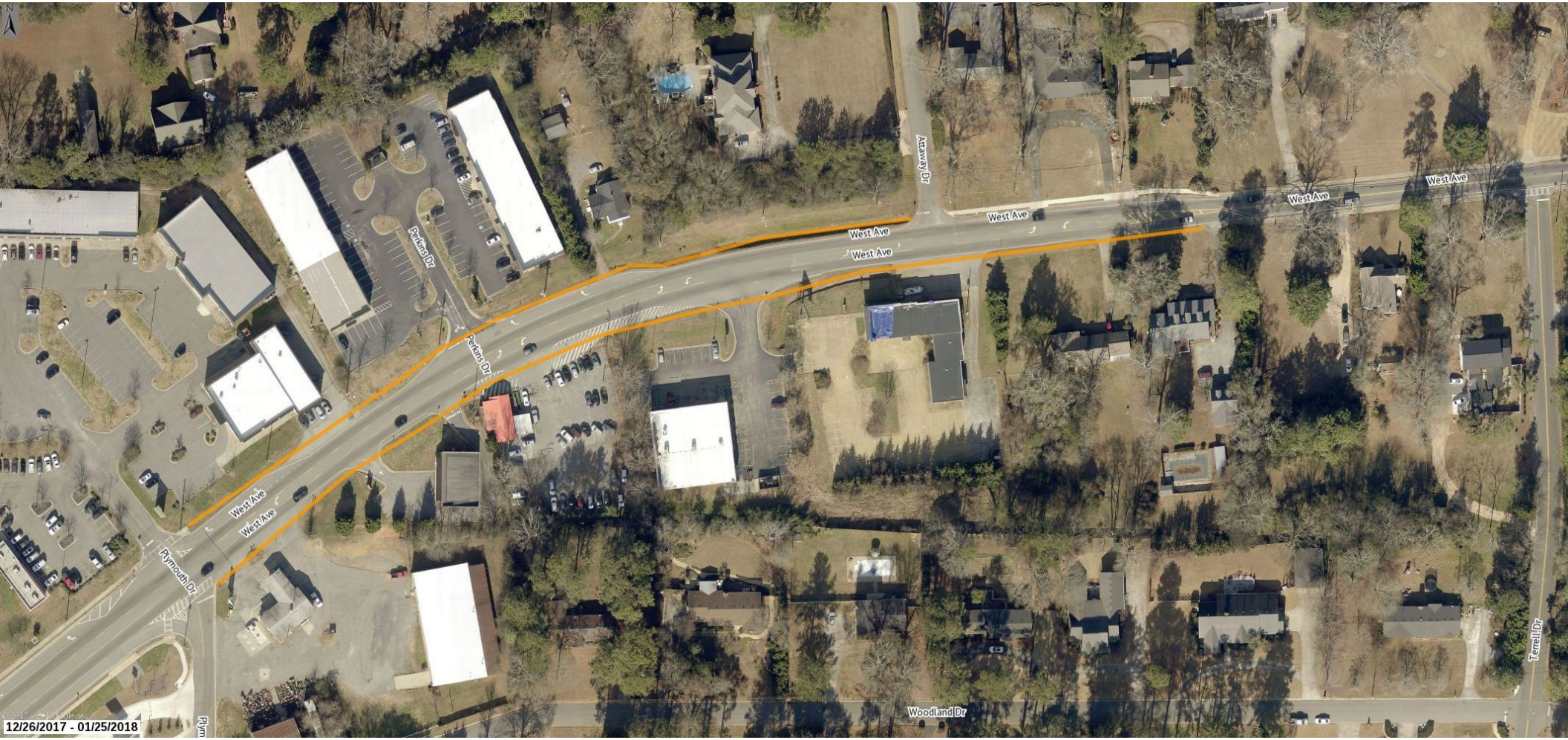
MAIL KIOSK

YOU ARE HERE

CONTINENTAL PROPERTIES

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 21, 2020
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	GDOT Indemnity Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	Public Works is moving forward with the stormwater/sidewalk project between Attaway Drive and Plymouth Drive on West Avenue (SR 61). This project will include sidewalk extensions and stormwater improvements on both sides of West Avenue. Public Works will be completing the work with our own forces. In order to work within GDOT right of way, the City of Cartersville will need to sign an indemnification agreement with the Georgia Department of Transportation. In order to acquire a permit for this project, Public Works recommends approval of the attached indemnification agreement.
LEGAL:	Keith Lovell has reviewed this agreement.


West Ave
West Ave
West Ave
West Ave
West Ave
Attaway Dr
Perkins Dr
Perkins Dr
Plymouth Dr
Woodland Dr
Terrell Dr
12/26/2017 - 01/25/2018

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 21, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	Jackson Farm Planned Development Relocation Agreement SP-20-002
DEPARTMENT SUMMARY RECOMMENDATION:	The existing natural gas facilities along Mission Road conflict with the development of the above-referenced project. Attached is the Relocation Agreement between the City of Cartersville and the Developer. The Developer will reimburse the City all costs associated with the relocation, estimated to total $30,970.36. I recommend approval of this agreement.
LEGAL:	This has been approved by the City Attorney.

Memorandum .....

To: Michael Hill, Director

cc: Michael Dickson, Assistant Director

From: Brian Friery, System Engineer

Date: January 12, 2021

RE: Relocation Agreement
Natural Gas Main Relocation
Jackson Farm Planned Development
Turn Lane Relocation
Cartersville Project No. SP-20-002

As you know, the existing natural gas facilities along Mission Road conflicts with the development of the above referenced project. Attached, therefore, is a Relocation Agreement between the City of Cartersville and the Developer whereas the Developer will reimburse the City all costs associated with the relocation of the existing natural gas facilities in conflict with the proposed development in the estimated amount of $30,970.36. The Agreement has been reviewed and approved by the City Attorney's office and has been executed on behalf of the Developer and the property owner. I, therefore, recommend the City enter into this Agreement for the reimbursement of the costs associated with the relocation of the existing natural gas facilities in conflict with this proposed development in the estimated amount of $30,970.36.

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

AFTER RECORDING RETURN TO:
ARCHER & LOVELL PC
P.O. BOX 1024
CARTERSVILLE GEORGIA 30120

RELOCATION AGREEMENT

This Relocation Agreement is made and entered into this ____ day of _____, 20 ___, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the "**City**") and **JACKSON FARM 106, LLC**, a Delaware Corporation/Delaware Limited Liability Company (hereinafter the "**Owner**") and **SMITH DOUGLAS BUILDING SERVICES, LLC**, a Georgia Corporation/Georgia Limited Liability Company (hereinafter the "**Developer**").

W I T N E S S E T H:

WHEREAS, **Owner** and **Developer** desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and the Owner is the owner of certain property being developed as **JACKSON FARM PLANNED DEVELOPMENT**, (hereinafter the "**Property**"), which is more particularly described in Exhibit "A" attached hereto;

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and its inhabitants and accept this Agreement to allow for the relocation of natural gas utility infrastructure (hereinafter "natural gas line") and to obtain the easements required for the relocation and to promote development in Bartow County;

WHEREAS, Owner and Developer desires to perform the following services for the City;

City of Cartersville
G A S S Y S T E M
P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

NOW, THEREFORE, the parties do hereby agree as follows:

1. Owner and Developer will perform the following for the City and its inhabitants: provide a minimum of $30,970.36 (a breakdown of the costs are attached hereto as Exhibit “B”) to relocate the existing natural gas line in accordance with the plans attached hereto and incorporated herein as Exhibit “C”. Additionally, The Developer shall agree to pay any and all reasonable and customary costs overruns and beyond the estimate attached as Exhibit “B”. All of the above costs are based upon the Exhibits. If there are any reasonable and customary adjustments, Developer is responsible for all costs related to the scope of work referenced within the attached Exhibits.

2. In exchange for Owner and Developer providing the above described funds, the City shall relocate the existing natural gas line.

3. Owner and Developer agrees to pay the above described sum within the following time period, no later than ten (10) days from the date of this agreement, or no later than ten (10) days from the notice of any additional costs associated with the scope of work referenced herein.

4. Owner and Developer shall be responsible for expenses and costs associated with this Agreement and installation of the natural gas line and related appurtenances including, but not limited to, legal fees, closing fees, real estate fees, recording fees, title fees and survey fees.

5. The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed gas facilities within the relocation under this Agreement provided no further disturbance of such areas are planned within 14 days of initial disturbance or as required by local jurisdiction.

6. With the exception of Paragraph 5 above, the Owner and Developer agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities within the relocation under this Agreement. The Developer further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 6 above as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.

7. The City has no responsibility and/or liability for any activities and actions of the Developer.

City of Cartersville
GAS SYSTEM
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8. Owner and Developer agrees to hold harmless the City against any and all claims, actions or suits against it relating to the Agreement or the performance of services pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Owner and Developer will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of the Agreement or the performance of this Agreement.

9. Notices:

If to the City: City Manager
P.O. Box 1390
Cartersville, Georgia 30120
770.387.5686

If to the Owner: William Smith
901 Bay Ridge Road, Suite #141
Annapolis, Maryland 21403

If to the Developer: Keith B. Adams
110 Village Trail, Suite 215
Woodstock, Georgia
770.372.3020

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20 ___.

Signed, sealed, and delivered in the presence of:

CITY OF CARTERSVILLE, GEORGIA

_____
Witness

By: _____(SEAL)
Mathew Santini, Mayor

_____
Notary Publc

Attest: _____(SEAL)
Meredith Ulmer, City Clerk

(NOTARIAL SEAL)

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

Signed, sealed, and delivered in the presence of:

Elizabeth Southworth (Elizabeth Southworth)
Witness

Jennifer McNulty 9/7/2024
Notary Public

(NOTARIAL SEAL)

JENNIFER MCNULTY
Notary Public-Maryland
Anne Arundel County
My Commission Expires
September 07, 2024

JACKSON FARM 106, LLC

By: _____ (SEAL)
WILLIAM SOUTHWORTH

Its: MANAGER (SEAL)

Signed, sealed, and delivered in the presence of:

Rodney Reynolds
Witness

Deska Brown
Notary Public

(NOTARIAL SEAL)

DESKA S BROWN
NOTARY PUBLIC
My Commission Expires
08-18-2021
BARTOW COUNTY, GEORGIA

SMITH DOUGLAS BUILDING SERVICES, LLC

By: _____ (SEAL)

Its: VP of Acq's & Dev (SEAL)

BK:3
Meeting: January 21, 2021 Item Item 7.
D2020012245

FILED IN OFFICE
CLERK OF COURT
08/21/2020 11:21 AM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

7339863107
7067927936
PARTICIPANT ID

Melba Scoggins

PREPARED BY AND RETURN TO:
MCMICHAEL & GRAY, PC
2055 NORTH BROWN RD SUITE 250
LAWRENCEVILLE GA 30043-4920
FILE # CONST-200859 (DCA)

Part of the following Tax Parcels:
C024-0001-001
C024-0001-002

REAL ESTATE
TRANSFER TAX
PAID: $1,750.00

PT-61 008-2020-003457

STATE OF GEORGIA

COUNTY OF DEKALB

TRUSTEE'S DEED

THIS INDENTURE (this "Deed") is made August 17, 2020 between **Donald Fagan Jackson and Louisa McCamy Jackson Heilman, as Co-Trustees of the Clyde Wilson Jackson Credit Shelter Residuary Testamentary Trust**, a Trust created under the Last Will and Testament of Clyde Wilson Jackson, late of Bartow County, Georgia, as "Grantor", and **Jackson Farm 106, LLC,** a Delaware limited liability company, as "Grantee" ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the purchase price in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, quit-claimed, bargained, sold and conveyed, and by these presents does grant, quit-claim, bargain, sell and convey unto Grantee the following described property (the "Property"):

> ALL THAT TRACT OR PARCEL OF LAND lying and being in Bartow County, Georgia, as more particularly described on Exhibit A attached to this Deed and incorporated by this reference.

TO HAVE AND TO HOLD the Property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever IN FEE SIMPLE, subject only to matters set forth on Exhibit B attached to this Deed and incorporated by this reference (the "Permitted Title Exceptions"), in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by Grantor.

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed, on the day and year first above written.

Signed, and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: 11/24/23

(NOTARY SEAL)

CHRISTINE A KESSELRING NOTARY PUBLIC DEKALB COUNTY, GA My Commission Expires November 24, 2023

GRANTOR:

Clyde Wilson Jackson Credit Shelter Residuary Testamentary Trust,
a Trust created under the Last Will and Testament of Clyde Wilson Jackson

Donald Pagan Jackson, as Co-Trustee

Louisa McCamy Jackson Heilman, as Co-Trustee

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being situated in Land Lots 416, 448, and 449, of the 4th District, 3rd Section in the City of Cartersville, Bartow County, Georgia and being more particularly described as follows:

COMMENCING at an iron pin found (#4 rebar) at the intersection of the northern right-of-way of Mission Road (50' Public R/W) and the eastern right-of-way of CSX Railroad (100' Private R/W), THENCE along the northern right-of-way of Mission Road with a bearing of South 88 degrees 43 minutes 45 seconds East a distance of 424.40 feet to a an iron pin placed (#4 rebar), which is the TRUE POINT OF BEGINNING.

From the True Point of Beginning as thus established, THENCE leaving the northern right-of-way of Mission Road (50' Public R/W) with a bearing of North 88 degrees 37 minutes 06 seconds East a distance of 381.93 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 89 degrees 12 minutes 39 seconds East a distance of 153.24 feet to an iron pin placed (#4 rebar); THENCE in a northeasterly direction with a curve turning to the left with a radius of 18.50 feet, having a chord bearing of North 41 degrees 33 minutes 44 seconds East, a chord distance of 24.55 feet and an arc length of 26.84 feet to an iron pin placed (#4 rebar); THENCE with a bearing of North 00 degrees 00 minutes 00 seconds East a distance of 34.55 feet to an iron pin placed (#4 rebar); THENCE in a northerly direction with a curve turning to the right with a radius of 133.06 feet, having a chord bearing of North 09 degrees 11 minutes 48 seconds East , a chord distance of 42.53 feet and an arc length of 42.71 feet to an iron pin placed (#4 rebar); THENCE in a northerly direction with a curve turning to the left with a radius of 83.24 feet, having a chord bearing of North 09 degrees 53 minutes 03 seconds East, a chord distance of 24.64 feet and an arc length of 24.73 feet to an iron pin placed (#4 rebar); THENCE with a bearing of North 01 degrees 08 minutes 53 seconds East a distance of 173.61 feet to an iron pin placed (#4 rebar); THENCE with a bearing of North 09 degrees 06 minutes 31 seconds East a distance of 180.89 feet to an iron pin placed (#4 rebar); THENCE with a bearing of North 00 degrees 56 minutes 17 seconds East a distance of 252.32 feet to an iron pin placed (#4 rebar); THENCE with a bearing of North 88 minutes 33 minutes 28 seconds West a distance of 447.25 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 01 degrees 26 minutes 26 seconds West a distance of 320.05 feet to an iron pin placed (#4 rebar); THENCE with a bearing of North 89 degrees 06 minutes 22 seconds West a distance of 502.78 feet to an iron pin placed (#4 rebar) along the eastern right-of-way of CSX Railroad (100' Private R/W); THENCE along said right-of-way in a northeasterly direction with a curve turning to the right with a radius of 800.00 feet, having a chord bearing of North 25 degrees 20 minutes 19 seconds East, a chord distance of 70.65 feet and an arc length of 70.67 feet to a point; THENCE with a bearing of North 27 degrees 52 minutes 09 seconds East a distance of 286.72 feet to a point; THENCE in a northerly direction with curve turning to the left with a radius of 1150.00 feet, having a chord bearing of North 14 degrees 12 minutes 50 seconds East, a chord distance of 542.99 feet and an arc length of 548.17 feet to a point;

THENCE with a bearing of North 00 degrees 33 minutes 30 seconds East a distance of 53.28 feet to an iron pin found (#4 rebar); THENCE leaving said right-of-way with a bearing of North 89 degrees 42 minutes 36 seconds East a distance of 203.40 feet to an iron pin found (#4 rebar) at the common corner of Land Lots 416, 417, 448 and 449; THENCE along the western Land Lot line of Land Lot 416 with a bearing of North 00 degrees 39 minutes 36 seconds East a distance of 817.13 feet to an iron pin placed (#4 rebar); THENCE leaving said Land Lot line with a bearing of South 89 degrees 21 minutes 01 seconds East a distance of 191.81 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 00 degrees 38 minutes 59 seconds West a distance of 10.45 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 43 degrees 48 minutes 22 seconds East a distance of 24.27 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 88 degrees 15 minutes 44 seconds East a distance of 759.67 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 01 degrees 10 minutes 38 seconds West a distance of 758.97 feet to a point; THENCE with a bearing of South 88 degrees 49 minutes 22 seconds East a distance of 129.70 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 88 degrees 49 minutes 24 seconds East a distance of 189.73 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 01 degrees 10 minutes 33 seconds West a distance of 23.50 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 88 degrees 49 minutes 27 seconds East a distance of 131.98 feet to an iron pin placed (#4 rebar) along the eastern Land Lot line of Land Lot 449; THENCE along said Land Lot line with a bearing of South 01 degrees 10 minutes 37 seconds West a distance of 583.98 feet to an iron pin placed (#4 rebar); THENCE leaving said Land Lot line with a bearing of North 89 degrees 18 minutes 44 seconds West a distance of 371.08 feet to an iron pin found (#4 rebar); THENCE with a bearing of South 01 degrees 12 minutes 24 seconds West a distance of 81.97 feet to an iron pin placed (#4 rebar); THENCE with a bearing of North 89 degrees 03 minutes 43 seconds West a distance of 383.04 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 00 seconds 56 minutes 17 seconds West a distance of 251.68 feet to a point; THENCE with a bearing of South 35 degrees 08 minutes 12 seconds East a distance of 74.48 feet to an iron pin placed (#4 rebar); THENCE in a southerly direction with a curve turning to the left with a radius of 100.00 feet, having a chord bearing South 17 degrees 05 minutes 57 seconds East, a chord distance of 61.93 feet an arc length of 62.96 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 35 degrees 08 minutes 12 seconds East a distance of 12.25 feet to an iron pin placed (#4 rebar); THENCE in a southerly direction with a curve turning to the right with a radius of 165.00 feet, having a chord bearing South 17 degrees 34 minutes 06 seconds East, a chord distance of 99.61 feet and an arc length of 101.19 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 00 degrees 00 minutes 00 seconds East a distance of 75.18 feet to an iron pin placed (#4 rebar); THENCE in a southwesterly direction with a curve turning to the left with a radius of 30.00 feet, having a chord bearing of South 67 degrees 41 minutes 07 seconds West, a chord distance of 22.65 feet and an arc length of 22.48 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 45 degrees 30 minutes 35 seconds West a distance of 58.06 feet to an iron pin placed (#4 rebar); THENCE in a southerly direction with a curve turning to the left with a radius of 40.00 feet, having a chord bearing of South 22 degrees 21 minutes 04 seconds West, a chord distance of 31.46 feet and arc length of 32.34 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 00 degrees 48 minutes 26 seconds East a distance of 45.97 feet to an iron pin placed (#4 rebar);

THENCE in a southeasterly direction with a curve turning to the left with a radius of 15.00 feet, having a chord bearing of South 43 degrees 44 minutes 45 seconds East, a chord distance of 22.48 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 86 degrees 41 minutes 05 seconds East a distance of 108.92 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 77 degrees 35 minutes 40 seconds East a distance of 75.82 feet to an iron pin placed (#4 rebar); THENCE with a bearing of South 86 degrees 18 minutes 29 seconds East a distance of 195.08 feet to an iron pin placed (#4 rebar) on the northern right-of-way of Mission Road (50' Public R/W); THENCE along the northern right-of-way of Mission Road with a bearing of North 88 degrees 59 minutes 07 seconds West a distance of 183.12 feet to an iron pin placed (#4 rebar); THENCE along said right-of-way with a bearing of North 89 degrees 08 minutes 39 seconds West a distance of 621.50 feet to an iron pin placed (#4 rebar); THENCE along said right-of-way with a bearing of North 88 degrees 49 minutes 24 seconds East a distance of 221.89 feet to an iron pin placed (#4 rebar) and the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 43.756 acres more or less, shown as Phase 1 on ALTA/NSPS Land Title Survey for Jackson Farm 106, LLC, *et al.* by Southland Engineering, Kevin N. Cooney, GRLS# 2980, dated July 21, 2020, as last revised August 7, 2020.

EXHIBIT B

Permitted Title Exceptions

1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

2. All matters as shown on ALTA/NSPS Land Title Survey for Jackson Farm 106, LLC, *et al.* by Southland Engineering, Kevin N. Cooney, GRLS# 2980, dated July 21, 2020, as last revised August 7, 2020.

3. Declaration of Easements and Restrictions by Donald Fagan Jackson and Louisa McCamy Jackson Heilman, as Co-Trustees of the Clyde Wilson Jackson Credit Shelter Residuary Testamentary Trust dated August 14, 2020 and recorded in Deed Book 3222, Page 721, Bartow County, Georgia Records.

Natural Gas Main Relocation
Jackson Farm Planned Development
Turn Lane Relocation
Cartersville Project No. SP-20-002

ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	ESTIMATED UNIT PRICE[1]	ESTIMATED TOTAL AMOUNT
Contractor Labor Costs:					
1.	2-3/8" O.D.-.154" W.T., F.B.E. Coated, ERWX42 Steel Line Pipe	950	L.F.	$14.00	$13,300.00
2.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe	20	L.F.	$10.00	$200.00
3.	Stopper Fitting w/Outlet, ANSI Class 150, 285# W.P.	2	Ea.	$750.00	$1,500.00
4.	Stopper Fitting w/Outlet, ANSI Class 150, 285# W.P. *(Tap & Stop)*	2	Ea.	$1,500.00	$3,000.00
5.	3/4" Service Tee, 1200# W.P.	2	Ea.	$300.00	$600.00
6.	Excess Flow Valve	1	Ea.	$150.00	$150.00
7.	Connection to Existing 3/4" Steel	2	Ea.	$300.00	$600.00
8.	Purge & Abandon In Place	1,020	Ea.	$2.00	$2,040.00
9.	Mulch	1,620	S.Y.	$2.00	$3,240.00
	ESTIMATED CONTRACTOR LABOR COST				**$24,630.00**
Material Costs:					
1.	2-3/8" O.D.-.154" W.T., F.B.E. Coated, ERWX42 Steel Line Pipe	950	L.F.	$5.75	$5,462.50
2.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe	20	L.F.	$4.25	$85.00
3.	Stopper Fitting w/Outlet, ANSI Class 150, 285# W.P.	2	Ea.	$130.95	$261.90

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

Natural Gas Main Relocation
Jackson Farm Planned Development
Turn Lane Relocation
Cartersville Project No. SP-20-002

ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	ESTIMATED UNIT PRICE[1] 1	ESTIMATED TOTAL AMOUNT
4.	3/4" Service Tee, 1200# W.P.	2	Ea.	$21.68	$43.36
5.	Excess Flow Valve	1	Ea.	$15.50	$15.50
6.	2"x90° L.R. Elbow, Standard Weight	2	Ea.	$11.95	$23.90
7.	2"x45° L.R. Elbow, Standard Weight	4	Ea.	$10.80	$43.20
8.	Mulch	1,620	Ea.	$0.25	$405.00
				TOTAL ESTIMATED MATERIAL COST	**$6,340.36**
				TOTAL ESTIMATED LABOR COST	$24,630.00
				TOTAL ESTIMATED PROJECT COST	**$30,970.36**

[1] Estimated unit prices of construction costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus 100% for inflation. Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated June 1, 2018.

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

EXHIBIT "C"

Meeting: January 21, 2021 Item Item 7.

PROJECT NO.: 19088

DATE: 4/3/20

REVISIONS:	DATE	DESCRIPTION
1	6/9/20	1ST RESUBMITTAL
2	7/24/20	CITY COMMENTS
3		
4		
5		
6		

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

JACKSON FARM
PLANNED DEVELOPMENT
LOCATED IN LAND LOTS 377,448,449,416
4TH DISTRICT, 3RD SECTION
CITY OF CARTERSVILLE, GEORGIA

GEORGIA REGISTERED PROFESSIONAL ENGINEER CARL P. LUTKINS

SHEET TITLE:
ENTRANCE UTILITY PLAN

SHEET NO.:
C301

WATER & SEWER NOTES:
- ALL VALVES AT PIPE INTERSECTIONS ARE TO BE CONNECTED TO TEES AND FITTINGS WITH ANCHOR COUPLINGS.
- ALL SEWER SERVICE LINES ARE TO BE 6" IN DIAMETER.
- ALL PVC SEWER LINES ARE TO BE SDR 26 PVC.
-ALL SEWER MAINS AND SEWER SERVICE LATERALS ARE TO BE VIDEO INSPECTED AND RECORDED.

SITE LEGEND	
	EXISTING WATER MAIN
	EXISTING SANITARY SEWER
	EXISTING GAS LINE
	EXISTING SEWER MANHOLE
	EXISTING STORM SEWER
	PROPOSED WATER
	PROPOSED SEWER
	PROPOSED GAS
	SIGN
	PROPOSED STORM STRUCTURE
	PROPOSED SEWER MANHOLE
	PROPOSED CLEAN OUT
	PROPOSED WATER METER
	PROPOSED DOUBLE WATER METER
	PROPOSED TRANSFORMER

24 HOUR CONTACT
KEITH ADAMS
770-372-3020

GEORGIA 811 Utilities Protection Center, Inc. Know what's below. Call before you dig.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

COC-EROSION & SEDIMENT CONTROL-NATURAL GAS FACILITY INSTALLATIONS
1. THE CITY OF CARTERSVILLE GAS SYSTEM WILL OR CAUSE TO PROVIDE AND APPLY STRAW OR HAY MULCH TO A DEPTH OF 6" OVER ALL AREAS DISTURBED SPECIFICALLY BY THE CONSTRUCTION OF THE NATURAL GAS FACILITIES WITHIN THE DEVELOPMENT PROVIDED NO FURTHER DISTURBANCE OF SUCH AREAS ARE PLANNED WITHIN 14 DAYS OF INITIAL DISTURBANCE OR AS REQUIRED BY THE LOCAL JURISDICTION.
2. THE DEVELOPER WILL OR CAUSE TO MAINTAIN OR RE-APPLY SUCH EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY OR REQUIRED TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL EROSION AND SEDIMENT CONTROL REQUIREMENTS AFTER INITIAL APPLICATION AS REQUIRED BY #1 ABOVE.
3. THE DEVELOPER WILL OR CAUSE TO PROVIDE, INSTALL, MAINTAIN AND REMOVE ANY AND ALL EROSION AND SEDIMENT CONTROL MEASURES NECESSARY OR REQUIRED TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL EROSION AND SEDIMENT CONTROL REQUIREMENTS WHICH MAY BE ASSOCIATED WITH THE CONSTRUCTION OF THE NATURAL GAS FACILITIES WITHIN THE DEVELOPMENT OTHER THAN #1 ABOVE.
4. ANY AND ALL SILT AND EROSION CONTROL DEVICES IN CONFLICT WITH THE CONSTRUCTION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE RELOCATED OR REMOVED AND REPLACED BY AND AT THE EXPENSE OF THE DEVELOPER.

COC-GAS NOTES
A. DEVELOPER REQUESTS NO NATURAL GAS SERVICE.
B. DEVELOPER WILL BE REQUIRED TO ENTER A RELOCATION AGREEMENT FOR THE NATURAL GAS MAIN RELOCATION WHEREAS COSTS ASSOCIATED WITH THE RELOCATION OF THE NATURAL GAS MAIN WILL BE AT THE EXPENSE OF THE DEVELOPER.
C. MINIMUM OF 24" VERTICAL SEPARATION SHALL BE MAINTAINED AND CROSSINGS WITHOUT THE REQUIRED SEPARATION SHALL NOT BE MADE WITHOUT THE EXPRESSED APPROVAL OF THE GAS SYSTEM AND SHALL BE COORDINATED WITH MICHAEL DICKSON OF THE GAS SYSTEM AT 770.387.5642.
D. ALL EXISTING NATURAL GAS FACILITIES SHALL BE BACKFILLED WITH CLEAN, SELECT MATERIAL FREE FROM ROCKS AND STONES TO A POINT AT LEAST 12" SURROUNDING THE PIPE CIRCUMFERENCE.
E. FOLLOWING THE CONSTRUCTION OF THE CURB FOR THE TURN LANE, COORDINATE THE RELOCATION OF THE EXISTING NATURAL GAS FACILITIES WITH MICHAEL DICKSON OF THE GAS SYSTEM AT 770.387.5642.

MISSION ROAD
50' PUBLIC RIGHT-OF-WAY

G:\19000\19088 - JACKSON FARM\CIVIL\DESIGN\DESIGN 42.dwg 8/6/2020 12:59 PM

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 21, 2021
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Duo MFA Support Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	I am requesting approval to pay ($10,488.00) to CDWG for annual support of our Cisco 2 factor authentication system. This system is used on all city computers and servers for added login security. This is a budgeted item.
LEGAL:	N/A

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR STEVEN GRIER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LVLR435	12/28/2020	STANDARD CISCO DUO MFA EDITION	11372497	$10,488.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Duo Security Standard Multi-Factor Authentication (MFA) - license - 1 Mfg. Part#: DUO-MFA Electronic distribution - NO MEDIA Contract: MARKET	380	5859145	$27.60	$10,488.00

PURCHASER BILLING INFO

Billing Address:
CITY OF CARTERSVILLE
ACCTS PAYABLE
1 N ERWIN ST
CARTERSVILLE, GA 30120-3121
Phone: (770) 387-5621
Payment Terms: VISA

DELIVER TO

Shipping Address:
CITY OF CARTERSVILLE
ATTN:STEVEN GRIER
1 N ERWIN ST
CARTERSVILLE, GA 30120-3121
Phone: (770) 387-5621
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$10,488.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$10,488.00

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Adam Bruno | (877) 325-6613 | adabrun@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 21, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Everbridge Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual renewal quote for Everbridge, our mass notification system in the amount of $7,524.56. This contract will extend our agreement until January 28, 2022. This is a budgeted item.
LEGAL:	Keith Lovell has reviewed the contract and made recommendations.

everbridge®
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1-818-230-9700
fax: +1-818-230-9505
www.everbridge.com

Quotation

Prepared for:
Annalee Penny
City of Cartersville
1 N Erwin St
Cartersville GA 30120-3121
United States
Ph: (770) 387-5612
Fax: +1.770.386.5841
Email: apenny@cityofcartersville.org

Quote #: Q-62367
Date: 11/17/2020
Expires On: 1/28/2021
Confidential

Salesperson: David Gonzalez
Phone: 781-859-4041
Email: david.gonzalez@everbridge.com

Contract Summary Information:	
Contract Period:	12 Months
Contract Start Date:	1/29/2021
Contract End Date:	1/28/2022

Contact Summary:

Household Count:	9,166
Employee Count:	

Qty	Description	Price
1	Mass Notification Base	USD 7,524.56
1	Calculated Set Up Fee	USD 0.00

Pricing Summary:

Year One Fees:	USD 7,524.56
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 7,524.56**

Messaging Credit Amount:

Year One Credit:	1,000,000

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. By signing this Quote you represent that you read, understand and agree that the Exhibit A to the current service agreement executed between Everbridge Inc. and the customer listed above shall be deleted and replaced in its entirety with the Exhibit A included with this Quotation.
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes above, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:

Signature: _____ **Date:**

Name (Print): _____ **Title:** _____

To accept this quote, sign, date and return:

Signature: _____ **Date:**

Name (Print): _____ **Title:** _____

Attest:

_____

Julia Drake
City Clerk

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions or www.nixle.com for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget or a Nixle branded website is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Nixle® Branded Products:

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.

2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:

   - SMS Text messages:
     - For messages that contain only GSM characters, each 153 characters or portion thereof.
     - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
     - GSM characters include only characters in the GSM 7-bit default alphabet.
     - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
   - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
   - TTY: One minute per TTY message.
   - Fax: Per page transmitted.

3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.

4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.

5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. **"Data Feed"** means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.

Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf.

6. **Resident Connection Data**. If a Client is a governmental entity and is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.

8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including in the United States, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. For clients based in the United States, our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with applicable consumer protection laws, including in the United States, the Telephone Consumer Protection Act of 1991, including its implementing regulations, and in the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law").** Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at http://mmaglobal.com/policies/code-of-conduct.

everbridge

SYSTEM INCLUSION

EVERBRIDGE MESSAGING CREDITS

For the Critical Event Management, Mass Notification, Safety Connection, IT Alerting, Crisis Management and Community Engagement Solutions, Clients will have access to an annual allowance of Messaging Credits that can be used for Notifications. The specific number of Messaging Credits are included on the product Quote and are applied per Notification according to the table below.

Unused Messaging Credits (including any additional purchased credits) expire at the end of the annual contract period under the applicable Quote and are not refundable. If Client exceeds the annual allowance of Messaging Credits allocated to the account or previously purchased, then Client shall pay for such overages and charges back to the date they were incurred.

Messaging Credits shall be calculated and consumed as follows:

Message Modality	Email	Push Notification	Pager	Voice	SMS Text	Conference Voice	TTY	FAX
Unit of Measure	per email sent	per mobile app notification	per pager message sent	per minute of the voice call	per SMS message	per minute of the voice call	per TTY message	per page sent
REGION 1: NORTH AMERICA	free	free	free	10	5	10	100	100
REGION 2: EUROPE	free	free	free	40	30	40	100	100
REGION 3: SOUTH AMERICA	free	free	free	190	40	190	100	100
REGION 4: AFRICA	free	free	free	400	50	400	100	100
REGION 5: ASIA	free	free	free	70	30	70	100	100
REGION 6: OCEANIA	free	free	free	100	40	100	100	100
REGION 7: MIDDLE EAST	free	free	free	170	30	170	100	100

A single Notification consists of:

- SMS Text:
  - For messages that contain only GSM characters, each 153 characters or portion thereof.
  - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
  - GSM characters include only characters in the GSM 7-bit default alphabet.
- Voice or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
- TTY: Per TTY call.
- Fax: Per page transmitted.

For example:

- SMS Notification (containing 100 GSM characters) sent to 100 contacts in the United States would consume 500 Messaging Credits (100 contacts * 1 Notification/contact * 5 Messaging Credits per US SMS message).
- Voice Notification (Each message = 30 seconds) sent to 500 contacts in France would consume 10,000 Messaging Credits (500 contacts * 30 seconds = 250 minutes of calls * 40 Messaging Credits per European Voice Call).
- SMS Notification (containing 200 GSM characters) sent to 250 contacts in India and 2000 contacts in the United States would consume 35,000 Messaging Credits (250 contacts * 2 Notifications/contact * 30 Messaging Credits per Asian SMS message = 15,000 Messaging Credits) + (2000 contacts * 2 Notifications/contact * 5 Messaging Credits per US SMS message = 20,000 Messaging Credits)

System Inclusion Sheet may be updated by Everbridge with at least thirty (30) days' prior written notice to Client via the Everbridge Client Portal. For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

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Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**), and _____ (**"Client"**), effective on the date of Client's signature below (**"Effective Date"**). Everbridge and Client are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties"**.

1. SERVICE. Everbridge shall provide Client access to its proprietary interactive communication service(s) (the **"Service(s)"**) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the **"Quote"**). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or households, as applicable (each, a **"Contact"**) set forth on the Quote.

2. PAYMENT TERMS. Client shall pay the fees set forth in the Quote (**"Pricing"**). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the rates set forth in the applicable Quote. Everbridge shall invoice Client annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service as users. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client's employees and contractors who access any Service as provided above are referred to as **"User(s)"**. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

3.2 Client Data. **"Client Data"** is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall retain all ownership rights in any Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. **"Service Providers"** shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services (**"SMS"**) providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client Contact data that it provides to Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Client or Contacts.

3.3 Limitations on Use. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com. **"Privacy Laws"** means all state and federal laws and regulations regarding data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (**"Initial Service Term"**). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term (**"Renewal Term"**), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the **"Grace Period"**) in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the **"Monthly Holdover Fee"**). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach

within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to $1,000.

5.3 Suspension. Everbridge may suspend the Service or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service.

6.2 Restrictions. Client shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not and shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Service or otherwise in connection with this Agreement (collectively, the **"Everbridge Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Client Data) provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with t

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Services in material compliance with the functionality and specifications set forth on the relevant product/system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 [Intentionally deleted].

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Service as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Service is provided to Client.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications or instructions; or (iv) Client's use of the Service pursuant to an engagement for Everbridge professional services relating to the Service to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or

sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

11.7 Marketing. Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export licen
without first obtaining such license or approval.

11.9 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.10 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC.

By: Sharon Castellani
Print Name: Sharon Castellani
Title: AGC
Date: 2/2/15

Address:
500 N. Brand Blvd., Suite 1000
Glendale, California 91203

For legal notice:
Attention: Legal Department

everbridge
LEGAL APPROVED
By Daniel Hekier at 1:36 pm, Jan 27, 2015

CLIENT: City of Cartersville

By: Matthew Santini
Print Name: Matthew Santini
Title: Mayor
Date: 1/29/15

Client's address for legal notices:

Attn:

Connie Kelley
City Clerk

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

"Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

"Incident Administrator" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

"Incident Operator" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.

2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

everbridge

Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**), and _____ (**"Client"**), effective on the date of Client's signature below (**"Effective Date"**). Everbridge and Client are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties"**.

1. SERVICE. Everbridge shall provide Client access to its proprietary interactive communication service(s) (the **"Service(s)"**) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the **"Quote"**). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or households, as applicable (each, a **"Contact"**) set forth on the Quote.

2. PAYMENT TERMS. Client shall pay the fees set forth in the Quote (**"Pricing"**). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the rates set forth in the applicable Quote. Everbridge shall invoice Client annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service as users. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client's employees and contractors who access any Service as provided above are referred to as **"User(s)"**. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

3.2 Client Data. **"Client Data"** is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall retain all ownership rights in any Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. **"Service Providers"** shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services (**"SMS"**) providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client Contact data that it provides to Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Client or Contacts.

3.3 Limitations on Use. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com. **"Privacy Laws"** means all state and federal laws and regulations regarding data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (**"Initial Service Term"**). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term (**"Renewal Term"**), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the **"Grace Period"**) in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the **"Monthly Holdover Fee"**). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach

may terminate this Agreement, with no further obligation between the parties except for outstanding amounts owed for services

within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to $1,000.

5.3 Suspension. Everbridge may suspend the Service or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service.

6.2 Restrictions. Client shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not and shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Service or otherwise in connection with this Agreement (collectively, the **"Everbridge Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Client Data) provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with t

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Services in material compliance with the functionality and specifications set forth on the relevant product/system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 [Intentionally deleted].

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Service as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Service is provided to Client.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications or instructions; or (iv) Client's use of the Service pursuant to an engagement for Everbridge professional services relating to the Service to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or

sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

11.7 Marketing. Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export licen[illegible] without first obtaining such license or approval.

11.9 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.10 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC.

By: Shannon Castellani
Print Name: Shannon Castellani
Title: AGC
Date: 2/2/15

Address:
500 N. Brand Blvd., Suite 1000
Glendale, California 91203

For legal notice:
Attention: Legal Department

everbridge
LEGAL APPROVED
By Daniel Hekier at 1:36 pm, Jan 27, 2015

CLIENT: City of Cartersville

By:
Print Name: Matthew Santini
Title: Mayor
Date: 1/29/15

Client's address for legal notices:

Attn:

Connie Kelley
City Clerk

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

"Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

"Incident Administrator" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

"Incident Operator" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.

2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 21, 2021
SUBCATEGORY:	Change Order
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	WPCP Upgrade Change Order #4
DEPARTMENT SUMMARY RECOMMENDATION:	Construction of the Nutrient Removal Upgrade Project at the Water Pollution Control Plant (WPCP) has been underway for approximately twenty-one (21) months. The project is proceeding well and is approximately 80 percent complete. During the last six (6) months, we have upgraded two existing secondary clarifiers, installed four turbo blowers, placed two refurbished bioreactors in service on new automated control system, completed the refurbishment of three belt filter presses, installed a new return activated sludge pump, began construction of the tertiary filtration system and the replacement of three screw lift pumps. Previous change orders have resulted in a net reduction in cost of the project by $518,641.22. Change Order No. 4 increases cost by $19,895.02 as outlined in the attached summary. This change order also adds 15 days to the contract performance period due to weather. The bulk of the additional costs for this change order are for replacing old electrical conductors at the primary lift station, and adding additional safety handrails as requested by the City. Additionally, there are significant credits for resident project representative overtime reimbursement and work done by City crews. The net financial impact of all change orders (including Change Order No. 4) is a reduction of the original contract amount by $498,746.20. If approved, this change order will result in a new contract amount of $37,064,136.44. Your approval of this change order is recommended. This is a bond funded project. All expenses related to the project will be allocated to account 505.3330.54.1347 – Nutrient Removal Modifications.
LEGAL:	N/A

EJCDC

Change Order No. 04

Date of Issuance:	1/13/2021	Effective Date:	1/13/2021
Owner:	City of Cartersville	Owner's Contract No.:	N/A
Contractor:	Archer Western LLC	Contractor's Project No.:	219016
Engineer:	Hazen and Sawyer	Engineer's Project No.:	32407-003
Project:	Cartersville WPCP Upgrade	Contract Name:	(Same as Project)

The Contract is modified as follows upon execution of this Change Order:

Description:
Changes to the Contract per the attached WCDs are described below.

1. WCD 013-07 – Credit for overtime hours and Saturday work by resident project representative for June 2020. See attached WCD 013-07 for clarification. This change decreases the amount of the Contract by $3,740.00.
2. WCD 013-08 – Credit for overtime hours and Saturday work by resident project representative from July through October 2020. See attached WCD 013-08 for clarification. This change decreases the amount of the Contract by $19,360.00.
3. WCD 036 – Additional repairs to RAS pipe from Clarifier #3. See attached WCD 036 for clarification. This change increases the amount of the Contract by $4,285.90.
4. WCD 037 – Credit for work the City performed to temporarily house bisulfite pumps during building repair. See attached WCD 037 for clarification. This change decreases the amount of the Contract by $11,044.44.
5. WCD 038 – Additional concrete paving between the solids storage and dewatering building. See attached WCD 038 for clarification. This change increases the amount of the Contract by $6,850.01.
6. WCD 039 – Replacing the existing conductors and conduit at the primary lift station. See attached WCD 039 for clarification. This change increases the amount of the Contract by $21,943.39.
7. WCD 040 – Replacing the existing RAS pump #1 disconnect switch. See attached WCD 040 for clarification. This change increases the amount of the Contract by $7,432.57.
8. WCD 041 – Additional handrail at Bioreactors #1 and 2. See attached WCD 041 for clarification. This change increases the amount of the Contract by $13,527.59.
9. Add 15 days to the Contract for all subsequent milestones for weather delays for May-November 2020.

Attachments: *[List documents supporting change]*
WCDs 013-07, 013-08, 036, 037, 038, 039, 040, 041

EJCDC

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 37,562,882.64	Original Contract Times: Milestone 1: 300 Days Milestone 2: 540 Days Substantial Completion: 900 Days Ready for Final Payment: 960 Days days or dates
[Decrease] from previously approved Change Orders No. 1, No. 2 and No. 3: $ 518,641.22	[Increase] from previously approved Change Orders No. 1, No. 2 and No. 3: Milestone 1: 25 Days Milestone 2: 33 Days Substantial Completion: 33 Days Ready for Final Payment: 33 Days days
Contract Price prior to this Change Order: $ 37,044,241.42	Contract Times prior to this Change Order: Milestone 1: 325 Days Milestone 2: 573 Days Substantial Completion: 933 Days Ready for Final Payment: 993 Days days or dates
[Increase] of this Change Order: $ 19,895.02	[Increase] of this Change Order: Milestone 1: 0 Days Milestone 2: 15 Days Substantial Completion: 15 Days Ready for Final Payment: 15 Days days
Contract Price incorporating this Change Order: $ 37,064,136.44	Contract Times with all approved Change Orders: Milestone 1: 325 Days Milestone 2: 588 Days Substantial Completion: 948 Days Ready for Final Payment: 1,008 Days days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Principal Engineer	Title _____	Title _____
Date: 1/13/2021	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 21, 2021
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	November 2020 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for November 2020.
LEGAL:	None

	Description	11/30/2020	FY 2021 Budget	% of Monthly Totals to Budget
General Fund	**Total Revenues**	**$12,769,302**	**$26,310,555**	**48.53%**
	GO Bond Proceeds from School	$0	$0	#DIV/0!
	Property Taxes-City Portion Only	$2,451,089	$4,112,040	59.61%
	Local Option Sales Tax (LOST)	$1,838,616	$3,720,000	49.43%
	Other Taxes	$4,134,157	$8,479,415	48.76%
	Building Permit & Inspection Fees	$137,899	$350,000	39.40%
	Fines and Forfeitures	$77,869	$300,000	25.96%
	Indirect Federal Govt Grant Rev (CAF	$1,139,086	$0	#DIV/0!
	Operating Transfers In-City Utilities	$1,507,224	$3,559,675	42.34%
	Other Revenues	$1,483,362	$5,254,980	28.23%
	Use of Reserves	$0	$534,445	0.00%
	Total Expenditures	**$10,632,637**	**$26,310,555**	**40.41%**
	Personnel Expenses	$7,923,784	$18,363,075	43.15%
	Operating Expenses	$2,475,010	$7,317,780	33.82%
	Capital Expenses	$5,993	$174,000	3.44%
	GO Bond Proceeds from School		$0	#DIV/0!
	Debt Pymt - JDA/CBA		$0	#DIV/0!
	Library Appropriations	$227,850	$455,700	50.00%
Water & Sewer Fund	**Total Revenues**	**$9,813,252**	**$41,505,895**	**23.64%**
	Water Sales	$6,036,992	$11,325,000	53.31%
	Sewer Sales	$3,359,033	$6,470,165	51.92%
	Bond Proceeds		$0	#DIV/0!
	Use of Reserves		$22,525,000	0.00%
	Prior Year Capacity Fees		$550,000	0.00%
	Other Revenues	$417,227	$635,730	65.63%
	Total Expenditures	**$11,312,076**	**$41,505,895**	**27.25%**
	Personnel Expenses	$1,711,329	$4,107,855	41.66%
	Operating Expenses	$1,711,754	$4,964,740	34.48%
	Capital Expenses	$159,224	$4,120,000	3.86%
	Capital Expenses (Bond Funds)	$5,380,993	$22,525,000	23.89%
	Transfer To General Fund	$910,069	$2,170,705	41.93%
	Debt Payments	$1,438,707	$3,617,595	39.77%
Gas Fund	**Total Revenues**	**$6,801,102**	**$26,114,640**	**26.04%**
	Gas Sales	$5,768,878	$23,959,715	24.08%
	Gas Commodity Charge	$611,987	$1,481,255	41.32%
	Bond Proceeds	$0	$0	#DIV/0!
	Proceeds from Capital Leases	$61,523	$0	#DIV/0!
	Other Revenues	$358,714	$612,260	58.59%
	Use of Reserves	$0	$61,410	0.00%
	Use of Borrowed Funds	$0	$0	#DIV/0!
	Total Expenses	**$8,648,698**	**$26,114,640**	**33.12%**
	Personnel Expenses	$979,412	$2,426,775	40.36%
	Operating Expenses	$512,165	$1,797,440	28.49%
	Purchase of Natural Gas	$4,811,828	$16,076,325	29.93%
	Transfer to General Fund	$1,336,710	$3,208,105	41.67%
	Debt Service	$376,966	$775,765	48.59%
	Capital Expenses	$631,617	$1,830,230	34.51%

	Description	11/30/2020	FY 2021 Budget	% of Monthly Totals to Budget
Electric Fund	**Total Revenues**	**$21,215,829**	**$48,746,650**	**43.52%**
	Electric Sales	$20,509,245	$47,222,600	43.43%
	Other Revenues	$706,584	$1,524,050	46.36%
	Total Expenses	**$19,529,124**	**$48,746,650**	**40.06%**
	Personnel Expenses	$1,166,708	$2,525,705	46.19%
	Operating Expenses	$597,228	$1,623,775	36.78%
	Purchase of Electrcity	$16,366,521	$40,367,945	40.54%
	Capital Expenses	$231,802	$1,428,750	16.22%
	Transfer to General Fund	$1,166,865	$2,800,475	41.67%
Stormwater Fund	**Total Revenues**	**$640,009**	**$1,595,000**	**40.13%**
	Stormwater Revenues	$633,973	$1,514,000	41.87%
	Mitigation Grant Revenue	$0	$0	#DIV/0!
	Other Revenues	$6,036	$81,000	7.45%
	Proceeds from Capital Leases	$0	$0	#DIV/0!
	Use of Reserves	$0	$0	#DIV/0!
	Stormwater Improvement Funds	$0	$0	#DIV/0!
	Total Expenses	**$611,033**	**$1,595,000**	**38.31%**
	Personnel Expenses	$357,384	$767,100	46.59%
	Operating Expenses	$237,531	$652,245	36.42%
	Capital Expenses	$16,118	$175,655	9.18%
Solid Waste Fund	**Total Revenues**	**$1,196,486**	**$3,163,700**	**37.82%**
	Refuse Collections Revenues	$1,174,062	$2,833,200	41.44%
	Other Revenues	$22,424	$50,500	44.40%
	Proceeds From Capital Leases	$0	$280,000	0.00%
	Total Expenses	**$1,110,374**	**$3,163,700**	**35.10%**
	Personnel Expenses	$604,858	$1,322,515	45.74%
	Operating Expenses	$505,516	$1,561,185	32.38%
	Capital Expenses	$0	$280,000	0.00%
Fiber Optics Fund	**Total Revenues**	**$989,196**	**$2,352,000**	**42.06%**
	Fiber Optics Revenues	$921,612	$2,152,800	42.81%
	GIS Revenues	$46,825	$113,200	41.36%
	Proceeds from Capital Leases	$0	$0	#DIV/0!
	Other Revenues	$20,759	$86,000	24.14%
	Total Expenses	**$638,147**	**$2,352,000**	**27.13%**
	Personnel Expenses	$301,668	$737,550	40.90%
	Operating Expenses	$258,192	$829,730	31.12%
	MEAG Telecom Statewide Pymt	$0	$0	0.00%
	Debt Payment	$3,389	$15,370	0.00%
	Capital Expenses	$14,718	$624,920	2.36%
	ransfers to General Fund	$60,180	$144,430	41.67%

Cash Position

	6/30/20	7/31/20	8/31/20	9/30/20	10/31/20	11/30/20	12/31/20
Total Unrestricted Cash Balance	$53,624,417.25	$48,916,507.41	$48,878,872.47	$50,072,976.06	$49,682,980.58	$50,738,291.41	
Total Restricted Cash Balance	$165,806,299.30	$168,774,052.32	$170,785,489.30	$170,601,061.72	$170,947,072.81	$176,894,946.52	

Cash Position	1/31/21	2/28/21	3/31/21	4/30/21	5/31/21	6/30/21
Total Unrestricted Cash Balance						
Total Restricted Cash Balance						

Highlights for the Month of November 2020:
Unrestricted cash increased due to increases in the General Fund, Stormwater, Solid Waste, and Fiber funds. The increase was offset by decreases in the Water, Electric, Gas, Workers Comp, Property and Casualty, and Garage Funds.

Restricted cash increased due to increases in the DEA, Motor Vehicle Tax, Hotel Motel Tax, GO Parks & Rec Bond, SPLOST 2020, Debt Service, and Pension Funds. The increase was offset by decreases in the SPLOST 2003 Fund.

MONTHLY SUMMARY
As of November 30, 2020

	FY 2019-20 MONTH OF 11/30/2019	FY 2020-21 MONTH OF November-20	FY 2019-20 Year to Date November-19	FY 2020-21 Year to Date November-20	100.00% OF BUDGET (Year to Date)
GENERAL FUND *excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures*					
REVENUE	$4,354,581	$3,338,472	$14,545,823	$12,769,301	48.53%
EXPENDITURE	$2,212,834	$1,677,260	$11,241,873	$10,632,637	40.41%
Gen. Fund Net Profit (Loss)	**$2,141,747**	**$1,661,212**	**$3,303,950**	**$2,136,664**	
WATER & SEWER					
REVENUE	$1,886,721	$1,773,770	$10,365,355	$9,813,252	23.64%
EXPENDITURE	$3,125,608	$1,742,241	$12,546,624	$11,312,076	27.25%
Wtr. & Swr. Fund Net Profit (Loss)	**($1,238,887)**	**$31,529**	**($2,181,269)**	**($1,498,824)**	
As of November 30, 2020, a total of $5,380,993 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds					
GAS					
REVENUE	$1,904,870	$1,620,206	$7,587,871	$6,801,102	26.04%
EXPENDITURES	$1,775,562	$2,670,137	$8,295,589	$8,658,699	33.16%
Gas Fund Net Profit (Loss)	**$129,308**	**($1,049,931)**	**($707,718)**	**($1,857,597)**	
ELECTRIC					
REVENUE	$3,679,989	$3,682,474	$21,999,720	$21,215,829	43.52%
EXPENDITURES	$3,568,955	$3,574,253	$19,555,085	$19,529,123	40.06%
Electric Fund Net Profit (Loss)	**$111,034**	**$108,221**	**$2,444,635**	**$1,686,706**	
STORMWATER					
REVENUE	$127,259	$127,541	$717,115	$640,009	40.13%
EXPENDITURE	$153,868	$107,509	$610,325	$611,033	38.31%
Stormwater Fund Net Profit (Loss)	**($26,609)**	**$20,032**	**$106,790**	**$28,976**	
SOLID WASTE					
REVENUE	$240,416	$238,885	$1,216,154	$1,196,487	37.82%
EXPENDITURE	$379,482	$184,280	$1,440,930	$1,110,374	35.10%
Solid Waste Fund Net Profit (Loss)	**($139,066)**	**$54,605**	**($224,776)**	**$86,113**	
FIBER OPTICS					
REVENUE	$191,388	$194,518	$963,616	$989,195	42.06%
EXPENDITURE	$147,640	$134,399	$693,314	$638,146	27.13%
Fiber Fund Net Profit (Loss)	**$43,748**	**$60,119**	**$270,302**	**$351,049**	

CITY COUNCIL ITEM SUMMARY

MEETING DATE:	January 21, 2021
SUBCATEGORY:	TABLED
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ20-04 175 E. Main St.
DEPARTMENT SUMMARY RECOMMENDATION:	The annexation/ zoning request is to annex 1.944 acres of PIN 0077-0459-001 located south of 135-175 Main Street Market Place to relocate and expand the detention pond for the proposed multi-family residential project identified in zoning application Z20-03. The annexed tract would be combined with an existing tract containing a detention pond for the Kroger development. The applicant requests MF-14 zoning. Planning Commission recommends approval, 4-1.
LEGAL:	N/A

ZONING & ANNEXATION SUMMARY

Petition Number(s): AZ20-04

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

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

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

Total Acreage: **Approx. 1.95 acres**

LAND USE INFORMATION

Current Zoning: County M-1 (Mining)

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

Proposed Use: Retention pond for multi-family development

Current Zoning of Adjacent Property:

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

For All Tracts:

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

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

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

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception

Fire: Takes no exception

Gas: Takes no exception

Public Works: No comments received

Water and Sewer: No comments received

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

Public Comments: None as of 8-5-2020

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

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

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

STANDARDS FOR EXERCISE OF ZONING POWERS.

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

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

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

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

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

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

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

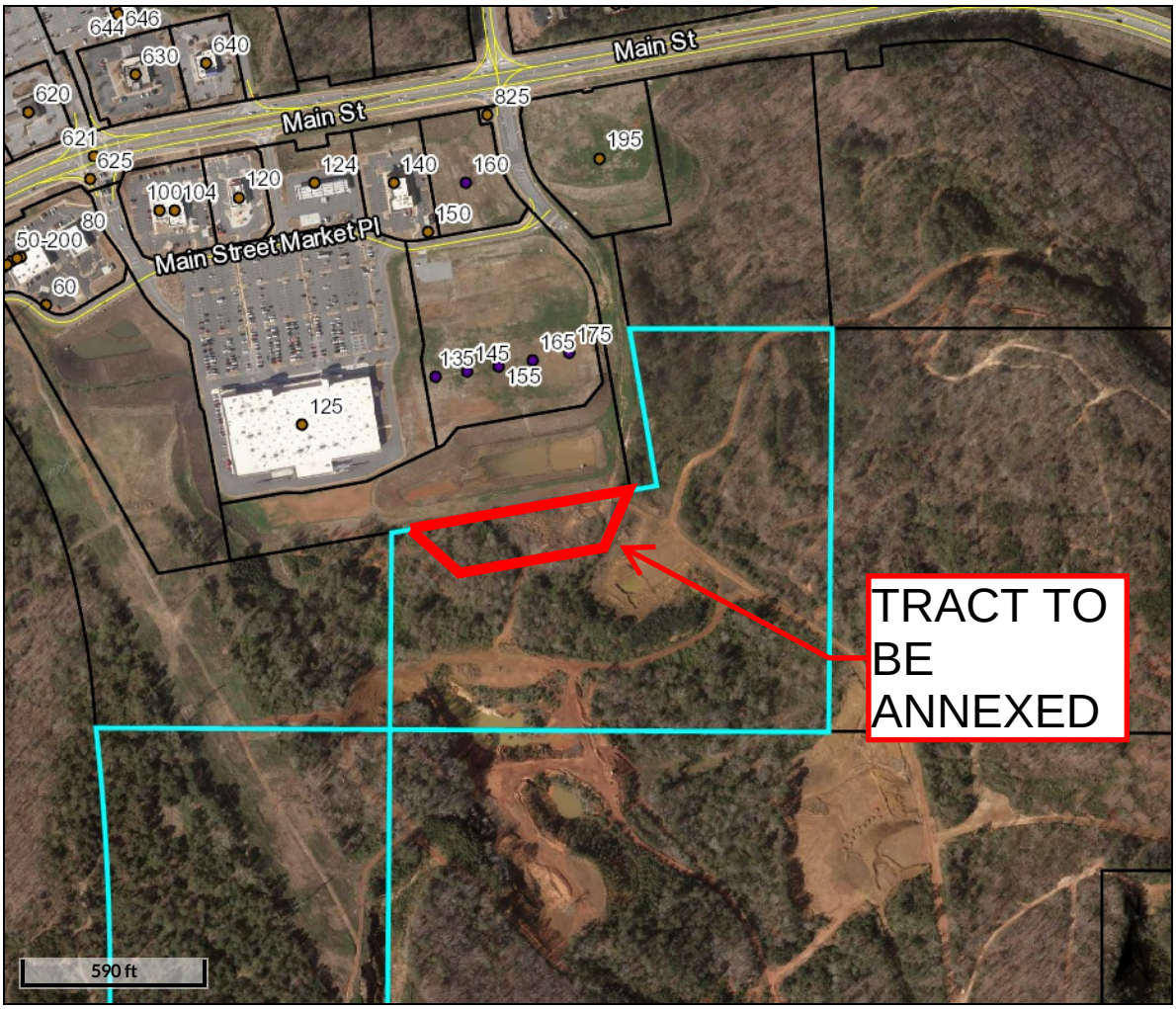
H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
This annexation case is associated to zoning case, Z20-03.

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

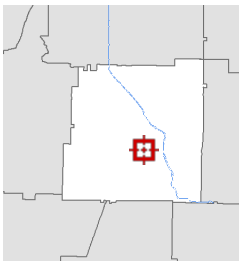
PLANNING COMMISSION RECOMMENDATION:

Recommends approval, 4-1.

qPublic.net™ Bartow County, GA



Overview



Legend

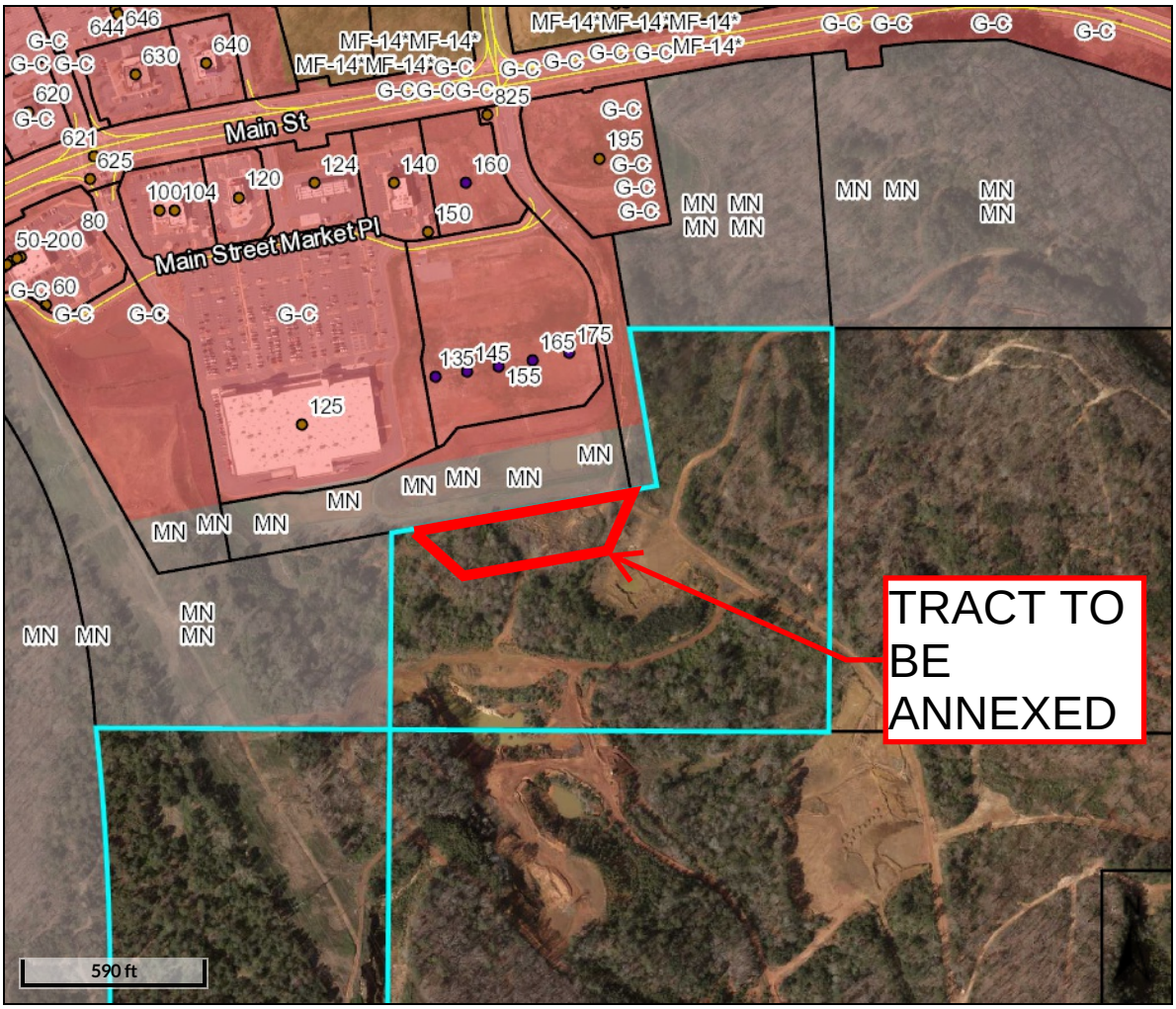
- Parcels
- Structural Numbers
  - <all other values>
  - Abandoned or Inactive
  - Active
  - Proposed
- Roads

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 C 107-000 (Note: Not to be used on legal documents)				

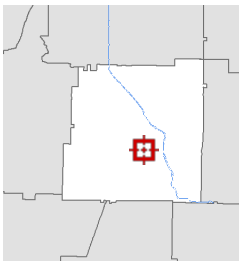
Date created: 7/2/2020
Last Data Uploaded: 7/1/2020 11:21:21 PM

Developed by Schneider GEOSPATIAL

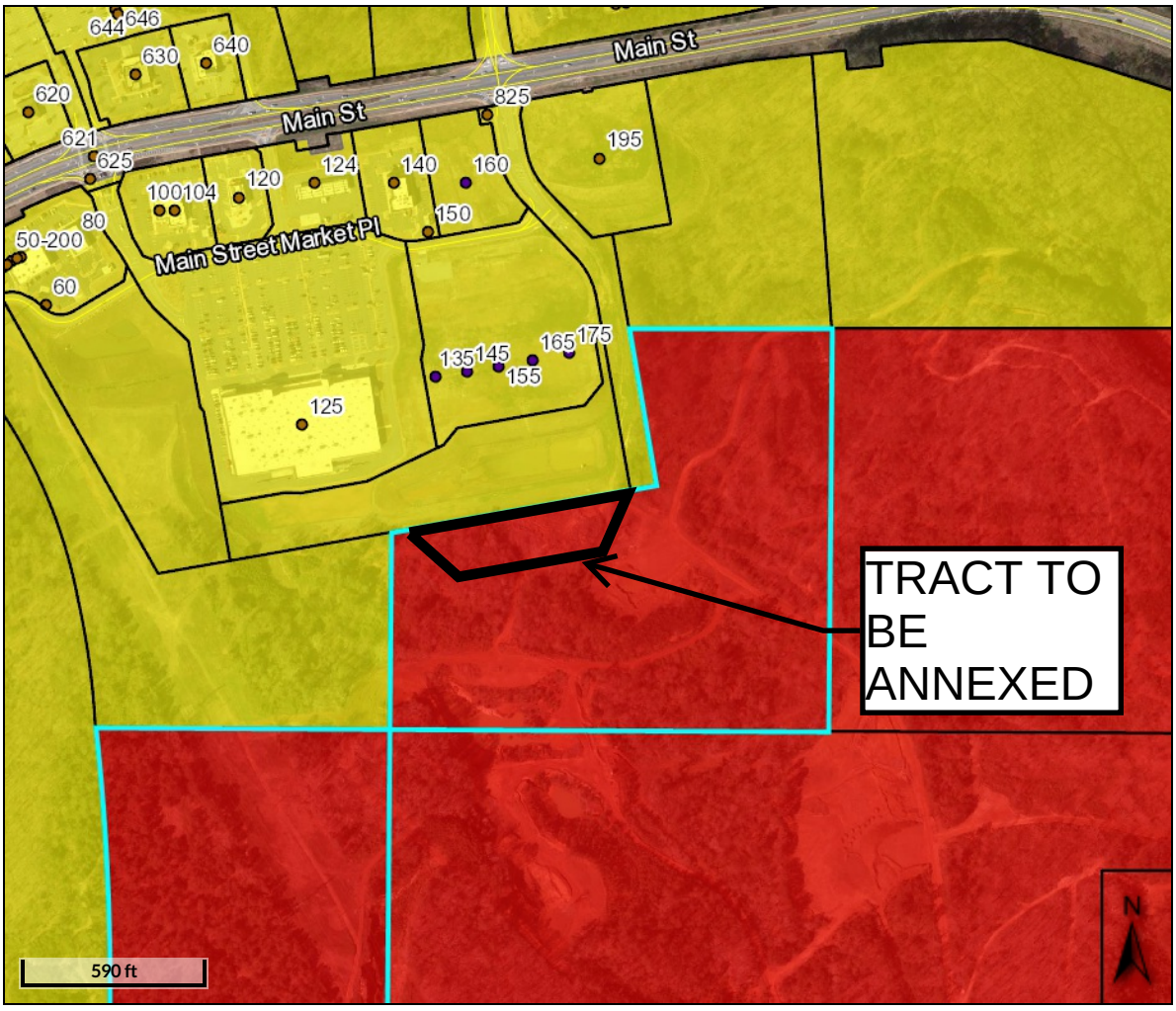
qPublic.net™ Bartow County, GA



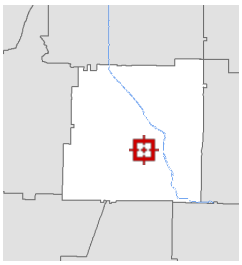
Overview



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.

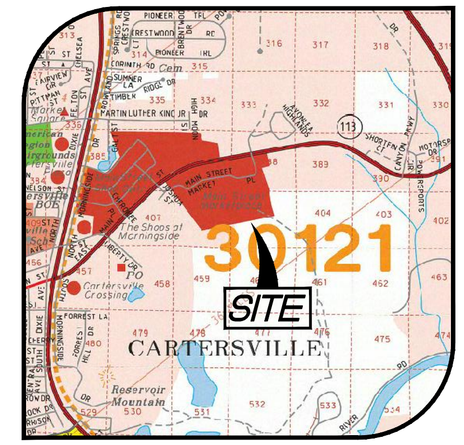
3) A SOKKIA IX TOTAL STATION, TOPCON HIPER SR GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.

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

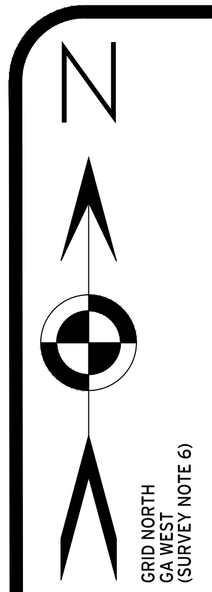
5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' ON FLOOD INSURANCE RATE MAP NO. 13015C0267H, WITH A DATE OF IDENTIFICATION OF OCTOBER 5, 2018, FOR COMMUNITY NUMBER 130209, IN THE CITY OF CARTERSVILLE, IN BARTOW COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE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

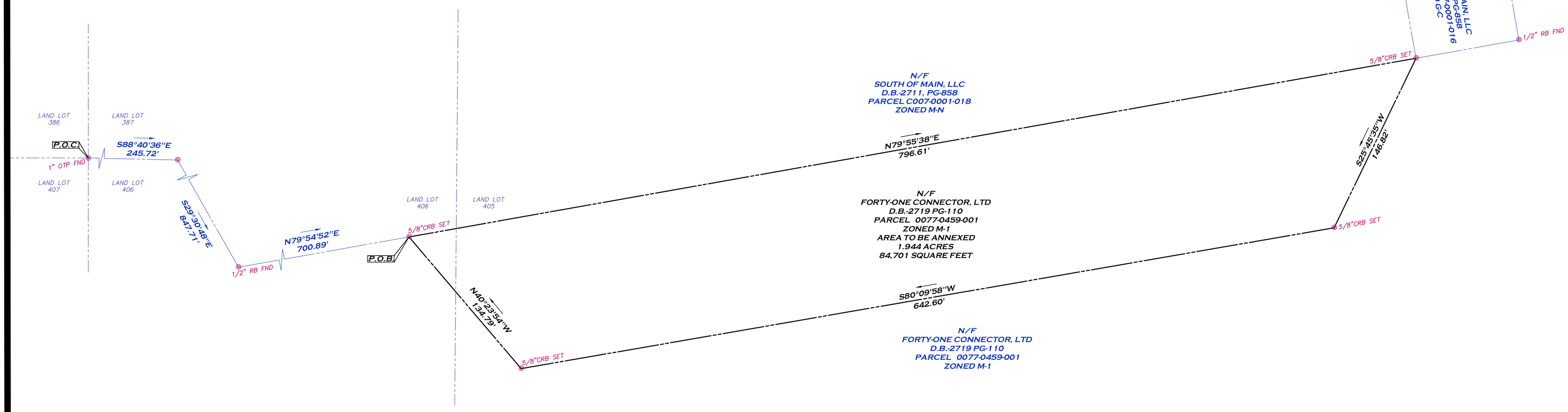
7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.



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

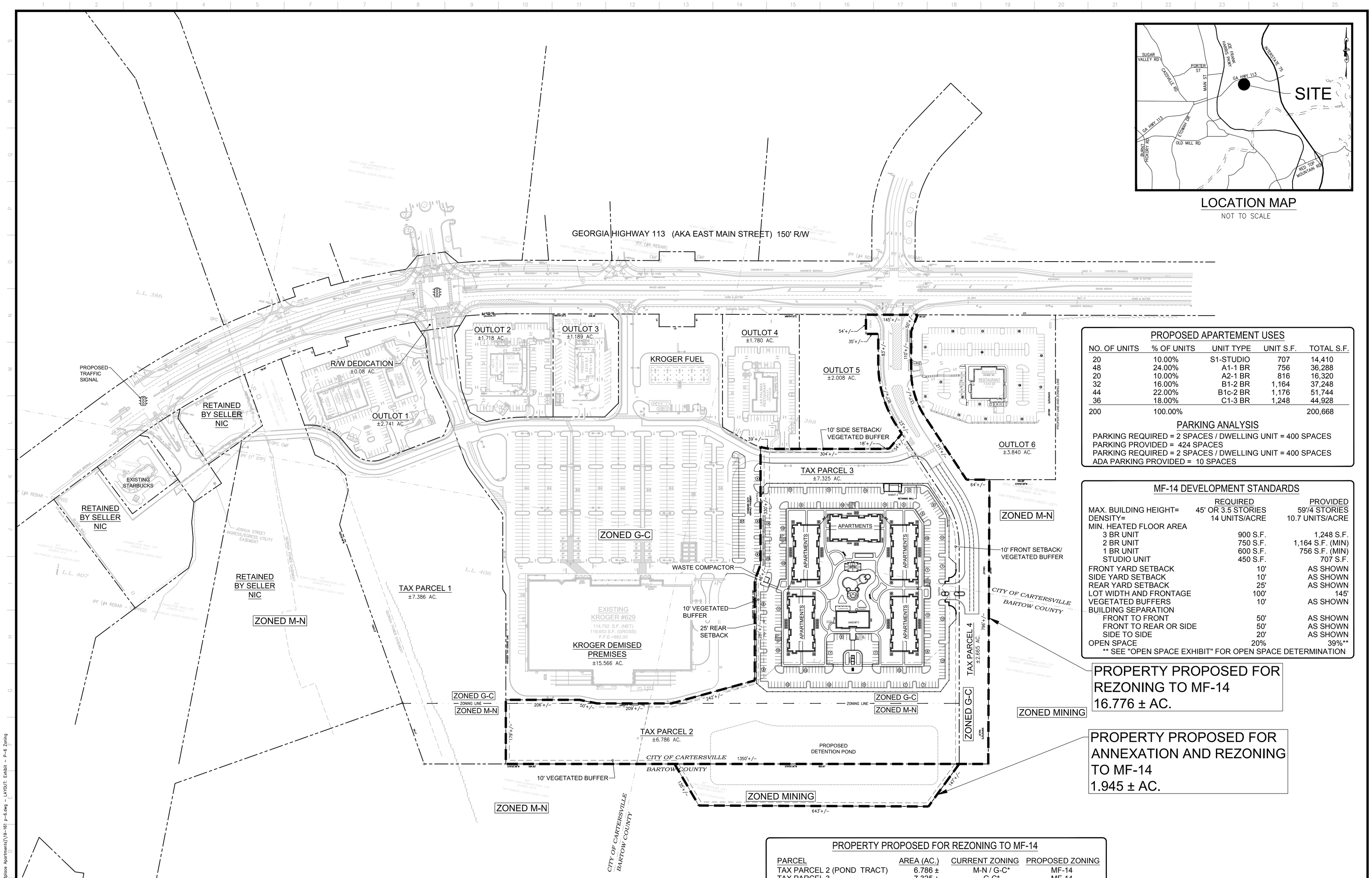
STATE: GEORGIA
COUNTY: BARTOW
LAND LOTS: 405 & 406
DISTRICT: 4TH
SECTION: 3RD

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

Revised January 21, 2021 item #12

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:	January 21, 2021
SUBCATEGORY:	Tabled
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z20-03 175 E. Main St.
DEPARTMENT SUMMARY RECOMMENDATION:	Applicant requests rezoning of 16.77 +/- acres from G-C (General Commercial) to MF-14 (Multi-Family Residential) for the purposes of constructing a 200-unit apartment complex. The site is located in the Main Street Overlay District and will be required to comply with the Districts' standards. Planning Commission recommends approval, 4-1.
LEGAL:	N/A

ZONING SUMMARY

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

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

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

Representative: **Robert Ledbetter, Jr.**

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

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

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

Site Characteristics:

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

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

LAND USE INFORMATION

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

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

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

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

ZONING ANALYSIS

Site History:

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

Previous zoning cases:

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

Project Summary:

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

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

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

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

The current statistics of the proposed development are as follows.

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

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

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

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

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

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

City Department Comments

Electric: Takes No Exception

Fibercom: Takes No Exception

Fire: Takes No Exception

Gas: Takes No Exception

Public Works: No comments received.

Water and Sewer: No comments received.

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

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

STANDARDS FOR EXERCISE OF ZONING POWERS.

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

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

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

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

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

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

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

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

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

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

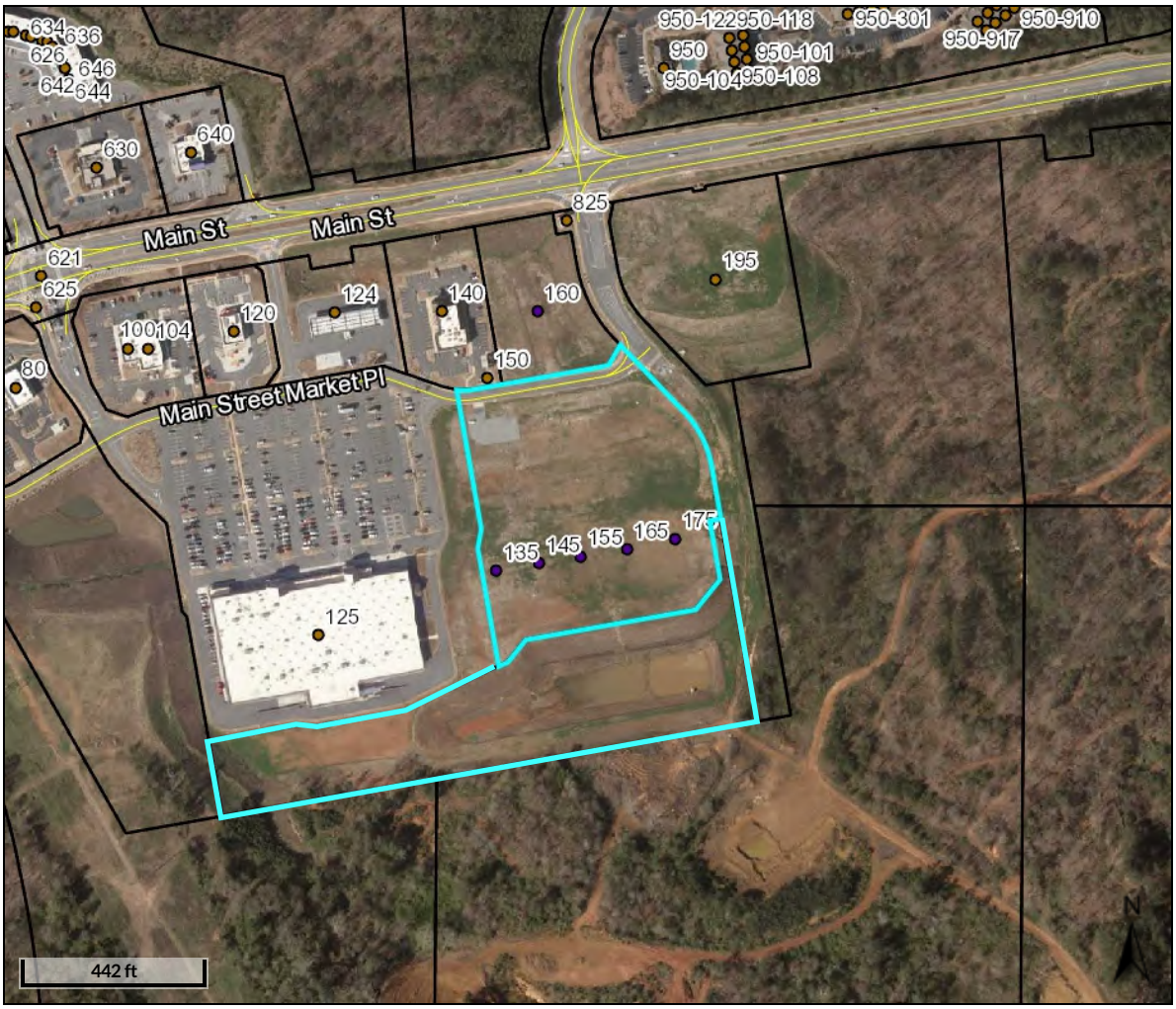
STAFF RECOMMENDATION:

Staff does not oppose the rezoning.

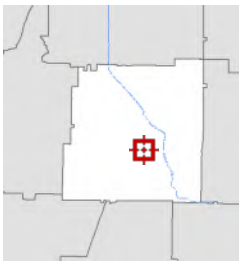
PLANNING COMMISSION RECOMMENDATION:

Recommends approval, 4-1.

qPublic.net™ Bartow County, GA



Overview



Legend

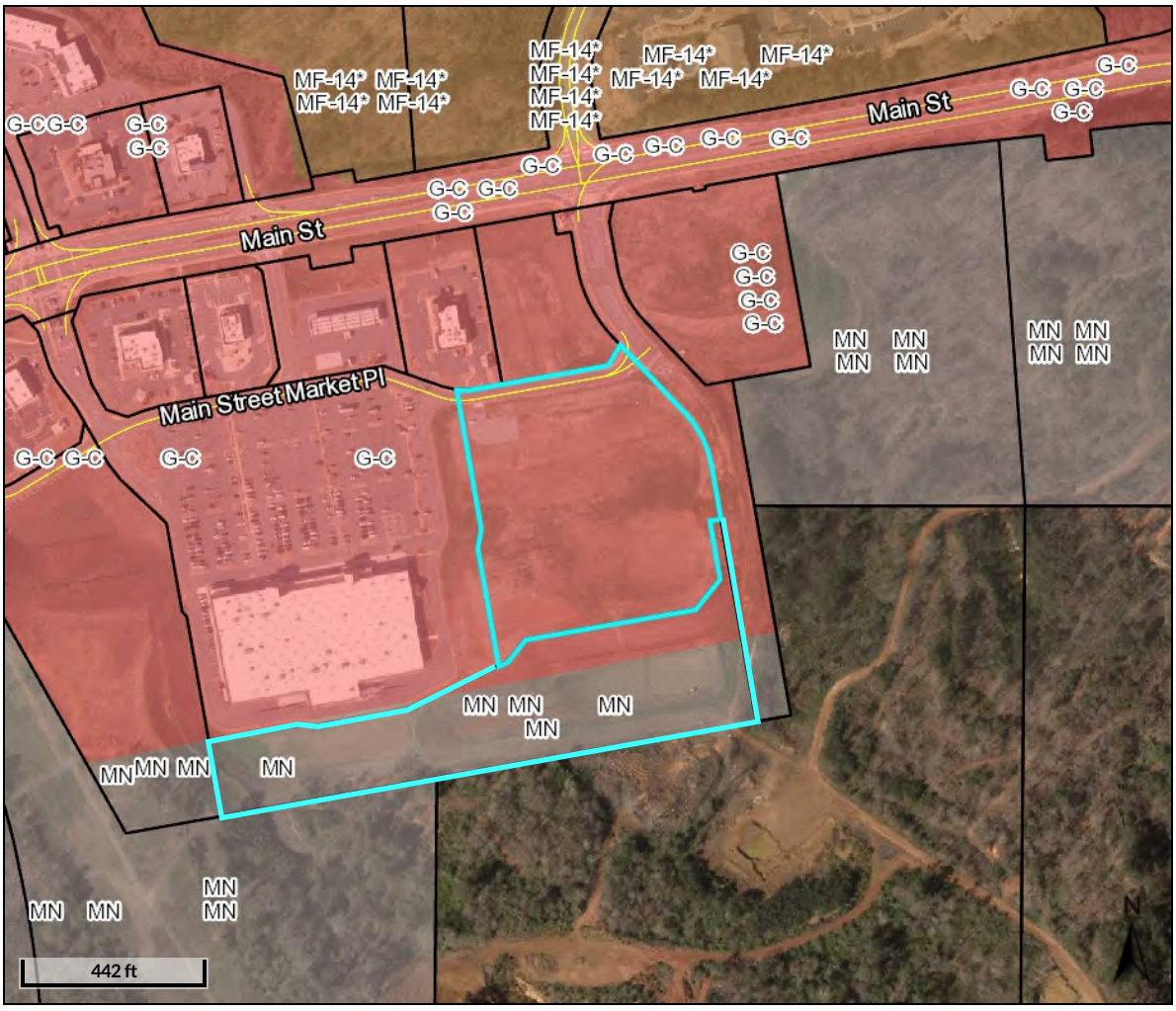
- Parcels
- Structural Numbers
  - <all other values>
  - Abandoned or Inactive
  - Active
  - Proposed
- Roads

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)				

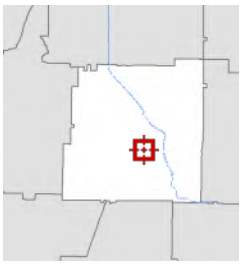
Date created: 6/1/2020
Last Data Uploaded: 5/29/2020 11:38:44 PM

Developed by Schneider GEOSPATIAL

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Overview



Legend

- Parcels
- Roads

Cartersville Zoning

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

District	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 (titleholder's printed name) Phone 770-386-3954

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

Signature Kena R. Butler

Signed, sealed, delivered in presence of:

Notary Public My commission expires:

MARY E KEITH 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 (street address, nearest intersections, etc.) C007-0001-015 C007-0001-018

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

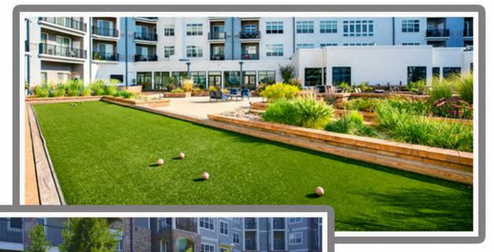




Building - Character
(Multiple color schemes available)











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



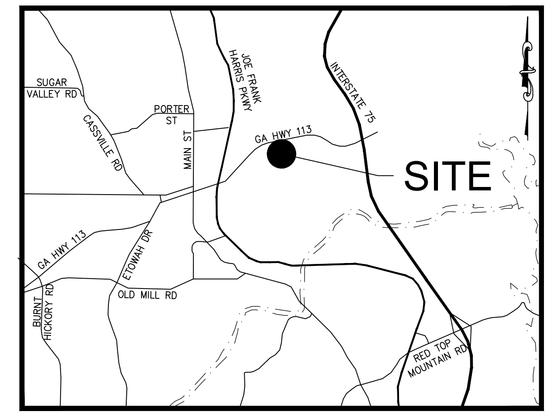
ADG
AHRENS DESIGN GROUP
Landscape Architecture | Site Planning
Urban Design | Development Consulting

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

GEORGIA HIGHWAY 113 (AKA EAST MAIN STREET) 150' R/W

OUTLOT 2 ±1.718 AC.

OUTLOT 3 ±1.189 AC.

OUTLOT 4 ±1.780 AC.

OUTLOT 5 ±2.008 AC.

OUTLOT 6 ±3.840 AC.

KROGER FUEL

R/W DEDICATION ±0.08 AC.

OUTLOT 1 ±2.741 AC.

PROPOSED TRAFFIC SIGNAL

RETAINED BY SELLER NIC

EXISTING STARBUCKS

RETAINED BY SELLER NIC

RETAINED BY SELLER NIC

TAX PARCEL 1 ±7.386 AC.

ZONED M-N

ZONED G-C

TAX PARCEL 3 ±7.325 AC.

ZONED M-N

10' SIDE SETBACK/ VEGETATED BUFFER

10' FRONT SETBACK/ VEGETATED BUFFER

WASTE COMPACTOR

10' VEGETATED BUFFER

25' REAR SETBACK

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

TAX PARCEL 4 ±2.665 AC.

ZONED G-C

ZONED M-N

ZONED MINING

CITY OF CARTERSVILLE BARTOW COUNTY

TAX PARCEL 2 ±6.786 AC.

PROPOSED DETENTION POND

10' VEGETATED BUFFER

ZONED MINING

ZONED M-N

CITY OF CARTERSVILLE BARTOW COUNTY

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

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

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 January 21, 2021 Item #3

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.

F.F.E.= 880.70
WILLY'S MEXICANA GRILL 2,200 S.F.
PANERA BREAD 4,385 S.F.

OUTLOT 3
±1.189 AC.

FREDDY'S 3,010 S.F. FFE = 884 ±

KROGER FUEL

KIOSK

OUTLOT 4
±1.780 AC.

LAS PALMAS RESTAURANT 6,000 S.F. FFE=890.00
COVERED PATIO

OUTLOT 5
±2.008 AC.

OUTLOT 6
±3.840 AC.
RESTAURANT
7,570 SF
F.F.E.=907

PROPERTY LINE AND ZONING LINE

OUTLOT 6
±3.840 AC.

N/F
NEW RIVERSIDE OCHRE CO.
ZONED: M-N
TAX PARCEL: C007-0001-001

TAX PARCEL 3
±7.325 AC.

MAINT 2
RETAINING WALL
STANDARD DUTY ASPHALT PAVEMENT
GATES

APARTMENTS
APARTMENTS
APARTMENTS
APARTMENTS
APARTMENTS
POOL
COVERED PATIO
POOL BATH ENTRANCE
AMENITY
SERVICE ENTRANCE
LEASING

AREA WITHIN FENCING = 7.1-AC.

OPEN SPACE/AMENITIES AREA (HATCHED) = 2.8-AC.

OPEN SPACE = 2.8 / 7.1 = 39%

WASTE COMPACTOR

EXISTING
KROGER #629
114,792 S.F. (NET)
119,653 S.F. (GROSS)
F.F.E.=882.00
KROGER DEMISED PREMISES
±15.566 AC.

MAIN ENTRY
SECONDARY ENTRY

KROGER TAX DEMISE LINE
KROGER TAX DEMISE LINE

KROGER DEMISING LINE

ZONING LINE
ZONING LINE

TAX PARCEL 4
±2.665 AC.

N/F
FORTY ONE CONNECTOR, LTD
MINING - BARTOW COUNTY
TAX PARCEL: 0077-0459-001

TAX PARCEL 2
±6.786 AC.

PROPOSED
DETENTION POND

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

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.

OPEN SPACE EXHIBIT

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
EX

Monday, January 27, 2020 10:01:21

JCox - Jan 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

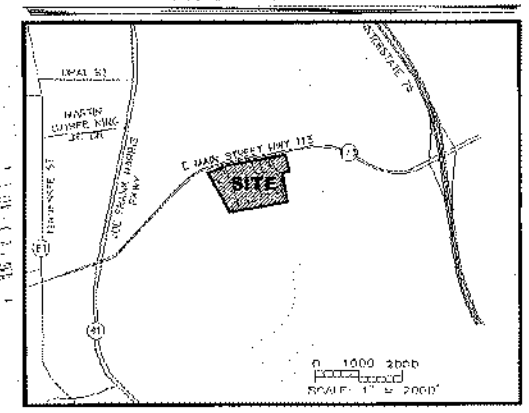
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED "FUTURE" AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS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

