



# City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120

Telephone: 770-387-5616 – Fax 770-386-5841 – [www.cityofcartersville.org](http://www.cityofcartersville.org)

**COUNCILPERSONS:**

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

**AGENDA**

Council Chambers, Third Floor of City Hall– 7:00  
PM – 10/15/2020  
**Work Session – 6:00PM**

**CITY MANAGER:**

Tamara Brock

**CITY ATTORNEY:**

David Archer

**CITY CLERK:**

Meredith Ulmer

**I. Opening of Meeting**

- Invocation
- Pledge of Allegiance
- Roll Call

**II. Regular Agenda**

**A. Council Meeting Minutes**

1. October 1, 2020 (Pages 1 - 14)

[Attachments](#)

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**B. Appointments**

1. DDA Board (Page 15)

[Attachments](#)

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**C. Second Reading of Ordinances**

1. FiberCom Department (Pages 16 - 17)

[Attachments](#)

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2. FiberCom Director (Pages 18 - 19)

[Attachments](#)

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**D. Contracts/Agreements**

1. Approval of Memorandum of Understanding (MOU) with Anheuser Busch (Pages 20 - 21)

[Attachments](#)

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2. Red Top Industrial Agreement (Pages 22 - 28)

[Attachments](#)

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**E. First Reading of Ordinances**

1. Post Construction Stormwater Management for New Development and Redevelopment (Pages 29 - 114)

[Attachments](#)

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**F. Bid Award/Purchases**

1. Guardrail Anchor Repair (Pages 115 - 116)

[Attachments](#)

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2. Mower Purchase (Pages 117 - 118)

[Attachments](#)

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3. Residential Garbage Cart Purchase (Pages 119 - 121)

[Attachments](#)

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4. Fiber Service to Anheuser Busch (Pages 122 - 125)

[Attachments](#)

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5. Diversity Training Agreement with GMA (Pages 126 - 136)

[Attachments](#)

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6. WPCP – Belt Filter Press Conveyor System Repair (Pages 137 - 141)

[Attachments](#)

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**G. Engineering Services**

1. Fairview Tank Exterior Painting – Engineering (Pages 142 - 150)

[Attachments](#)

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**H. Bid Award/Purchases**

1. Third payment for 50 (Model X26P) Tasers (Pages 151 - 155)

[Attachments](#)

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**I. Auction**

1. 2011 Chevrolet 1500 4X4 Seized Vehicle (Pages 156 - 164)

[Attachments](#)

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## **J. Other**

1. Letter of Engagement for FY 2020 Audit (Pages 165 - 172)

[Attachments](#)

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2. Letter of Engagement for FY2020 MEAG Questionnaire (Pages 173 - 176)

[Attachments](#)

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## **K. Monthly Financial Statement**

1. August 2020 Financial Report (Pages 177 - 181)

[Attachments](#)

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## **L. Discussion**

1. Downtown Entertainment District (Page 182)

[Attachments](#)

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## **III. Tabled**

### **A. Public Hearing - 2nd Reading of Zoning/Annexation Requests**

1. AZ20-04 175 E. Main St. (Pages 183 - 201)

[Attachments](#)

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2. Z20-03 175 E. Main St. (Pages 202 - 223)

[Attachments](#)

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**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.**



# City of Cartersville

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**City Council Meeting**  
**10/15/2020 7:00:00 PM**  
**October 1, 2020**

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<b>SubCategory:</b>	Council Meeting Minutes
<b>Department Name:</b>	Clerk
<b>Department Summary Recommendation:</b>	The minutes have been uploaded for your review and approval.
<b>City Manager's Remarks:</b>	Your approval of the minutes is recommended with any changes or modifications you may have.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

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City Council Meeting  
10 N. Public Square  
October 1, 2020  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

## **I. WORK SESSION**

Mayor Matthew Santini opened Work Session at 6:03 P.M. Council Members discuss each item from the agenda with corresponding Staff Members. Mayor Santini closed Work Session at 6:32 P.M.

## **II. OPENING MEETING**

Invocation by Council Member Cooley.  
Pledge of Allegiance led by Council Member Stepp.

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

Via Phone: Kari Hodge, Council Member Ward One  
Absent:

## **III. REGULAR AGENDA**

### **A. COUNCIL MEETING MINUTES**

#### **1. September 17, 2020 Meeting Minutes**

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

### **B. PUBLIC HEARING – 2<sup>nd</sup> READING OF ZONING/ANNEXATION REQUESTS**

#### **1. SU 20-02**

David Hardegree, City Planner, stated that the property had been properly posted and advertised. The applicant wishes to operate a Title Pawn Shop at 410 S Tennessee Street. Zoning ordinances allows Title Pawn Shops in Multiple Use Districts with a

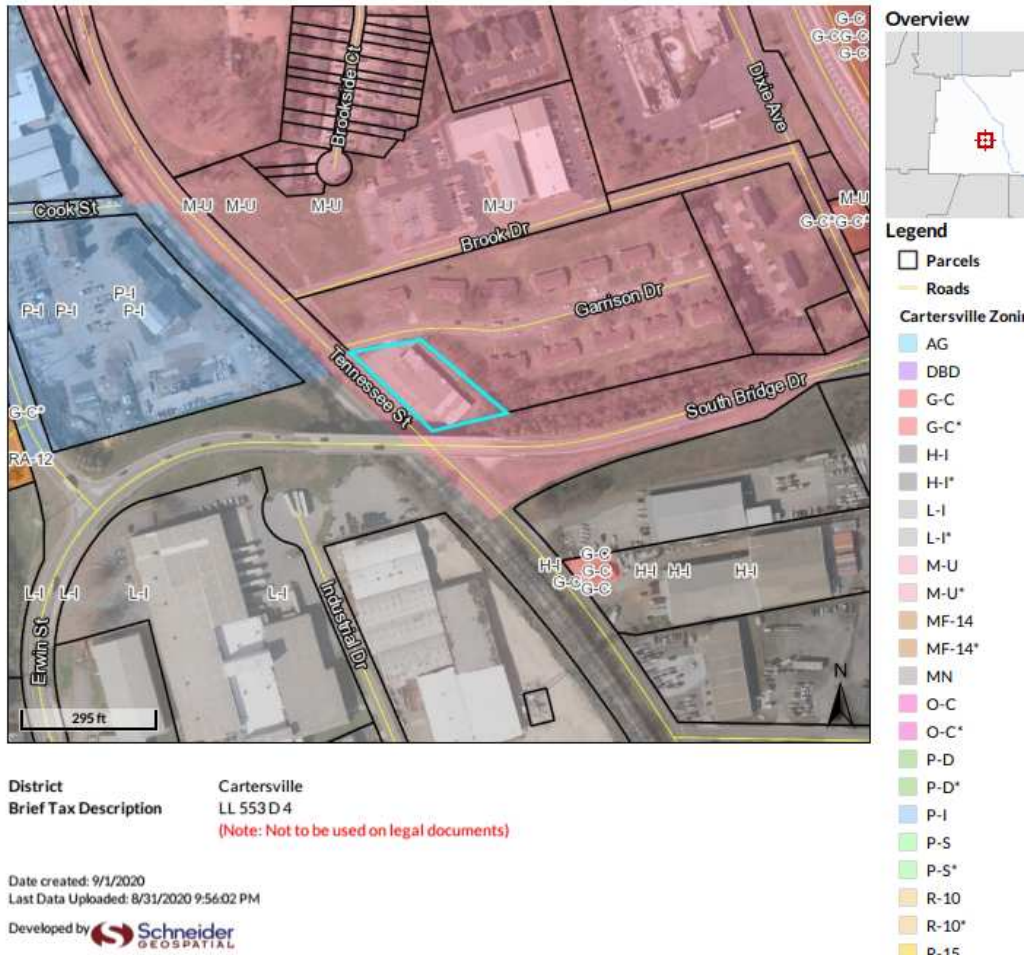
Special Use Permit. A business license was inadvertently issued for the location and inspections performed. No fire or building deficiencies were identified during the inspections. The business license was approved before the location was identified as requiring a Special Use Permit. The applicant was present to answer any questions.

Planning Commission recommended approval, 4-1.

Mayor Matthew Santini opened the Public Hearing for anyone who wished to come forward to speak for or against the item.

With no one present wishing to come forward to speak for or against the item, the Public Hearing was closed.

A motion to approve the SU20-02 as presented was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0



## C. SECOND READING OF ORDINANCES

### 1. Pub-Crawl Ordinance

Mayor Matthew Santini proposed to amend the current proposed Ordinance to reflect the same verbiage as the Ordinance approved in March 2020 which would allow a one-time open container Pub-Crawl for the October 30-31, 2020 Pub-Crawl. Mayor Santini also stated that an item for Discussion would need to be added to the next two Council Meeting dating October 15, 2020 and November 5, 2020 to further discuss the Entertainment Zone.

Mayor Santini opens the Public Hearing for the Pub-Crawl Ordinance for anyone who wishes to come forward and speak for or against this item.

Brain Water, 21 Woodforest Dr., came forward to speak against the Pub-Crawl Ordinance.

Sam Franklin, 14 Riverside Ct., came forward to speak against the Pub-Crawl Ordinance.

Allan Sanders, 41 Whistlestop Dr., Board Member for the Downtown Development Authority, came forward to speak for the Pub-Crawl Ordinance.

With no one else choosing to come forward, Mayor Santini closed the Public Hearing.

A motion to approve the Pub-Crawl Ordinance as amended was made Council Member Stepp and seconded by Council Member Fox. Vote: 4-2. Council Member Roth and Council Member Cooley opposed.

**Ordinance no. 24-20**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 4 – ALCOHOLIC BEVERAGES is hereby amended by creating a new Article VI. PUB CRAWLS.

1.

**ARTICLE VI. PUB CRAWLS**

**Sec. 4-220. - Purpose.**

1. Unregulated pub crawl events pose a risk to public health and safety and increase the likelihood of underage drinking and drunk and disorderly conduct.

2. Rules and regulations mitigate these risks and provide a safe environment and maintain the public safety.

3. The City of Cartersville, by regulating pub crawl events, maintains a legitimate and compelling state interest to ensure public safety and welfare of persons who participate in pub crawl events as well as the general public.

**Sec. 4-221. - Definition.** The following words and phrases, when used in this section, shall have the following message:

“Establishment.” An establishment in the City of Cartersville having a pouring license or being a licensed microbrewer to serve alcoholic beverages.

“Pub Crawl Event.” Is a one-time event scheduled for October 30-31, 2020. A group of establishments participating in the promotion of an event featuring the sale or service of alcoholic beverages at more than one licensed establishment during a specified time period, said participants are allowed to have open containers during the hours of the Pub Crawl as defined in the approval application pursuant to the requirements herein.

“Organizer.” The Downtown Development Authority or anyone who contracts or is designated by one or more alcohol establishments for the purpose of organizing, controlling, and advertising increasing notoriety and popularity of a Pub Crawl Event.

“Coordinator.” A person over the age of 21 stationed at a particular licensed establishment participating in a Pub Crawl Event.

**Sec. 4-222. - Pub Crawl License.**

1. In order to hold a Pub Crawl Event, all participating establishments must hire or designate one person to serve as Organizer of the event and each establishment must designate one or more coordinators to be present on their premises for the entire duration of the event.

2. Prior to holding the Pub Crawl Event, an Organizer must obtain a Pub Crawl License from the Planning and Development Department Director or his/her designee. The Organizer must provide to the Planning and Development Director or his/her designee the following:



- a. The names and addresses of all licensed establishments expected to participate;
  - b. The location (s) and/or geographic area(s) where the event will take place;
  - c. The actual hours of the event;
  - d. The operational plan and security plan, which shall include:
    - i. the name and number of security personnel contracted for the event;
    - ii. a plan for controlling underage drinking; and
    - iii. the method to be used for checking participant's identification.
  - e. The location of the designated registration area(s);
  - f. The number of tickets they intend to sell or anticipated number of participants;
  - g. A silicone container clearly labeled and within the labeling indicating that it is for the Pub Crawl Only, as approved by the Planning and Development Director and
  - h. Include a map to be provided to each participant; and
  - i. To require the Organizer to have two (2) off-duty police officers for a four (4) hour minimum, to monitor the event.
3. No establishment whose license has been suspended for one day or more for a violation of City of Cartersville Code of Ordinance Section 4-13 and Section 4-21 within the previous year may participate in a Pub Crawl Event.
4. Establishments that serve food are required to have food available either for purchase or as a part of the event during the hours of the Pub Crawl Event.
5. All advertising and promotional materials for Pub Crawl Events shall include the statement "You must be twenty-one (21) or older to participate in this event."
6. The issuance of a Pub Crawl License shall be solely at the discretion of the Planning and Development Director. The Planning and Development Director may place restrictions upon the hours, participating licensed establishments, and the nature and size of the Pub Crawl Events held under the license in order to protect the public safety.
7. The City of Cartersville may fine, suspend, or revoke the Pub Crawl License and/or any participating licensed establishments if the Organizer and/or licensed establishments:
- 
- a. Fails to control the area;
  - b. Has sustained community complaints or police action.
  - c. Fails to comply with the terms of its Pub Crawl License; or
  - d. Otherwise violates the City of Cartersville Code of Ordinances relating to alcohol sales.

e. Hearings shall be before the Alcohol Control Board pursuant to their requirements in Article V of this Chapter.

8. A licensed establishment shall not be permitted to participate in more than one Pub Crawl Event at any one time.

9. The Pub Crawl Event shall be permitted as recommended by the Cartersville Downtown Development Authority and shall be limited to the boundaries of the Downtown Business District, and microbreweries, adjacent to said district.

Sec. 4-223. - Penalties.

1. Violations of this section shall be punishable by a fine of \$1,000.00 for each offense.

2. Any violation of this section shall be adjudicated and disposed of by the Municipal Court of the City of Cartersville, pursuant to state law.

3. Nothing in this section shall preclude the imposition of other civil and/or criminal penalties for other violations as permitted under state and/or local law, including the suspension and/or revocation of a license after a hearing by the Alcohol Control Board.

Sec. 4-224. - Severability. If any section or application of this section shall be adjudged by any court of competent jurisdiction to be unconstitutional, the validity, legality and enforceability of the remaining sections or applications shall not in any way be affected or impaired thereby.

2.

CHAPTER 4. ALCOHOL BEVERAGES. ARTICLE V. ALCOHOL CONTROL BOARD. is hereby amended by adding the following:

Sec. 4-210 – 4-219. 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 to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: September 17, 2020

SECOND READING: October 1, 2020

ATTEST:

Julia Drake  
JULIA DRAKE, CITY CLERK

Matthew J. Santini  
MATTHEW J. SANTINI, MAYOR



## D. RESOLUTIONS

### 1. Resolution for Festival Zone

Lillie Read, Downtown Development Authority Director, stated rescheduling the previously approved Festival Zone date for Backpack Buddies 5K from August to October 31. The DDA Board approves the request for a date change of the Festival Zone.

A motion to approve rescheduling for the Festival Zone was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

Resolution No. 16-20

of the

City of Cartersville, Georgia

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

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown in 2020:

October 31 – Saturday – Backpack Buddies 5K (Friendship Plaza, 8am-12pm)

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Downtown Cartersville 2020 Events Calendar, as planned and implemented by the DDA, and approved by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 1st day of October 2020.

/s/   
Matt Santini  
Mayor

ATTEST:

/s/   
Julia Drake  
City Clerk



## 2. Time Change for the December 3, 2020 Council Meeting

Dan Porta, City Manager, stated the first Council Meeting in December conflicts with the annual Christmas Parade. The Council has traditionally opted to change the evening meeting to a morning meeting.

A motion to approve the time change for the December 3, 2020 Council Meeting was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

### Resolution No. 17-20

WHEREAS, The Mayor and City Council have determined that it is in the best interest of the City of Cartersville and it's inhabitants and their general health, safety and welfare to reschedule the below referenced meetings of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and


THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 3rd day of December, 2020 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 3rd day of December, 2020 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 1st day of October, 2020.

/s/   
Matthew J. Santini  
Mayor

ATTEST:

/s/   
Julia Drake  
City Clerk



## E. FIRST READING OF ORDINANCES

### 1. FiberCom Department

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

This was a first reading. No vote was taken.

#### ORDINANCE NO. 22-20

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES. is hereby amended by creating a new article as follows:

#### I.

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

#### **Sec. 24-300. – FiberCom Department.**

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

#### II.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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

### 2. FiberCom Director

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

This was a first reading. No vote was taken.

**Ordinance no. 23-20**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 2 – ADMINISTRATION. ARTICLE IV. - DEPARTMENTS Sec. 2-101. - Department heads. paragraph (a) is hereby amended by adding a new subparagraph (a)(11) and paragraph (b) is hereby amended by adding a new subparagraph (b)(11) as follows:

1.

**Sec. 2-101. - Department heads.**

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

(11) FiberCom Director.

2.

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

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

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: October 1, 2020

SECOND READING: October 15, 2020

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

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

**F. BID AWARD/PURCHASES****1. Resurfacing Project Bid Award**

Tommy Sanders, Public Works Department Head, stated Public Works recently opened four bids for our annual resurfacing contract. The low bidder was Blount Construction Company, Marietta, GA for \$637,589.30. We recommend award of the

contract to the low bidder and are seeking permission for the Mayor to sign the contract and any associated documents. The proposed project consist of resurfacing 4.23 miles of city streets that includes Center Road, Martin Luther King Jr Drive, Anderson Street, Pittman Street, Ford Street and Walnut Grove Road.

The Local Improvement Maintenance Grant amount this year is \$252,241.77 and the budgeted amount of the project was \$740,000. We recommend approval to spend up to the budgeted amount to cover any changes or possibly to add additional streets. The balance will come from 2020 SPLOST Road, Streets, Sidewalks, Bridges and Stormwater Improvements Category.

A motion was made to approve the Resurfacing Project Bid Award by Council Member Stepp and was seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

## **2. Itron MV-90 Renewal**

Derek Hampton, Electric Department Head, stated we must use Itron's MV-90 software to program our larger customers' meters and to download the interval data necessary to prepare the monthly billing. This software analyzes the customers' demands, their consumption and provides the totalization necessary for customers with multiple meters to be treated like a single meter.

This is a sole-sourced item and is a budgeted expense. The Electric Department is requesting your approval to renew the annual MV-90 maintenance agreement with Itron for \$12,274.14.

A motion was made to approve the annual maintenance agreement with Itron by Council Member Cooley and was seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

## **3. Vehicle Purchases**

Tom Rhinehart, Finance Department Head, stated several departments need replacement vehicles. The garage posted bids on the city's website and the state procurement website. Bids were received for five (5) vehicles on 9-3-20. The low bid for the financing of a ½ ton 2wd truck was Alan Vigil Ford at \$21,398; the best bid for the Stormwater ½ ton extended cab 4wd truck was Prater Ford at \$29,041.92 as Beck Auto Sales is located in Florida and garage deemed Prater Ford to be a better suit logistically; the low bid for the Stormwater 1 ton dump truck was Wade Ford at \$42,275.00; the low bid on the public works 1 ton landscape truck was Prater Ford at \$39,746.50, and the low bid on the water ½ ton 4wd crew cab truck was Prater Ford at \$34,193.92. The total for all these purchases is \$166,685.34. The financing for both Stormwater and public works vehicles will be purchased using the GMA lease pool. The water vehicle will be purchase using operating revenues.

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

## G. OTHER

### 1. Floyd County 2020 Property Taxes

Michael Hill, Gas Department Head, stated the bill in the amount of \$5,838.21 is for our facilities in Floyd County.

A motion to approve the Floyd County 2020 Property Taxes was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

### 2. Mutual Aid Commendation

Mr. Hampton came forward to share that the City of Cartersville received the American Public Power Association Mutual Aid Commendation for their efforts in assisting Welsh Utility Department during the storms in Louisiana.







2451 Crystal Drive  
Suite 1000  
Arlington, VA 22202-4804  
202-467-2900  
[www.PublicPower.org](http://www.PublicPower.org)

September 30, 2020

Derek Hampton  
Director, Electric System  
City of Cartersville  
320 S. Erwin Street, PO Box 1390  
Cartersville, GA 30120

Dear Derek:

I am pleased to present an American Public Power Association Mutual Aid Commendation to the City of Cartersville. The Mutual Aid Commendation was established in 2018 to recognize public power utilities that have answered the call for assistance and aided another community in restoring power to its customers.

Mutual aid is at the heart of what public power does, and the public power community thanks you for stepping up to help a neighbor in need—whether they are next door or thousands of miles away.

Enclosed is a sample news release that you may wish to use in publicizing your commendation. If you have questions or would like assistance, please contact us at [MutualAid@PublicPower.org](mailto:MutualAid@PublicPower.org).

On behalf of the more than 2,000 public power utilities we represent, please accept my thanks.

Sincerely,

Joy Ditto  
President & CEO

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 of Cartersville

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**City Council Meeting  
10/15/2020 7:00:00 PM  
DDA Board**

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<b>SubCategory:</b>	Appointments
<b>Department Name:</b>	Downtown Development Authority
<b>Department Summary Recommendation:</b>	We would like to recommend the reappointment of Dan Kramer to the Downtown Development Authority. He would like to continue serving on the board and this term would expire on February 18, 2021.
<b>City Manager's Remarks:</b>	The approval of this reappointment is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

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# City of Cartersville

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**City Council Meeting  
10/15/2020 7:00:00 PM  
FiberCom Department**

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<b>SubCategory:</b>	Second Reading of Ordinances
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	This ordinance will officially create the FiberCom Department and is recommended for your approval.
<b>City Manager's Remarks:</b>	This is the second reading of this ordinance and it is recommended for approval.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

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ORDINANCE NO. \_\_\_\_\_

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES. is hereby amended by creating a new article as follows:

I.

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

**Sec. 24-300. – FiberCom Department.**

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

II.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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



# City of Cartersville

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**City Council Meeting  
10/15/2020 7:00:00 PM  
FiberCom Director**

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<b>SubCategory:</b>	Second Reading of Ordinances
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	With the establishment of the FiberCom Department, a director position to oversee the department needs to be created. This ordinance is recommended for your approval.
<b>City Manager's Remarks:</b>	This is the second reading of this ordinance and I recommend approval.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

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**Ordinance no. \_\_\_\_\_**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 2 – ADMINISTRATION. ARTICLE IV. - DEPARTMENTS Sec. 2-101. - Department heads., paragraph (a) is hereby amended by adding a new subparagraph (a)(11) and paragraph (b) is hereby amended by adding a new subparagraph (b)(11) as follows:

1.

**Sec. 2-101. - Department heads.**

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

(11) FiberCom Director.

2.

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

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

3.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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



# City of Cartersville

City Council Meeting  
10/15/2020 7:00:00 PM

## Approval of Memorandum of Understanding (MOU) with Anheuser Busch

<b>SubCategory:</b>	Contracts/Agreements
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	In January 2020, the City approved a resolution for a bond transaction for the expansion of Anheuser Busch in the amount of \$80,000,000.00. Anheuser Busch has decided to increase the instrument to \$150,000,000.00. The City Council will need to approve the amended resolution and MOU.
<b>City Manager's Remarks:</b>	I recommend approval of this resolution and MOU with Anheuser-Busch.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

# ARCHER & LOVELL, P.C.

ATTORNEYS AT LAW  
336 S. TENNESSEE STREET  
P. O. BOX 1024  
CARTERSVILLE, GEORGIA 30120

David G. Archer  
E. Keith Lovell

(770) 386-1116  
Fax (770) 382-7484

## MEMORANDUM

**TO:** Mayor and City Council  
**CC:** Dan Porta, City Manager  
**FROM:** E. Keith Lovell, Assistant City Attorney (EKL)  
**DATE:** October 8, 2020  
**RE:** Agenda Item

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As you may recall back in January, the City approved a resolution for a bond transaction for the expansion of Anheuser Busch in the amount of \$80,000,000.00. Anheuser Busch has decided to increase the instrument to \$150,000,000.00. Therefore, it is necessary to approve the amended resolution and MOU. Said documents may be handed out at the meeting.





# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
Red Top Industrial Agreement**

<b>SubCategory:</b>	Contracts/Agreements
<b>Department Name:</b>	Parks and Recreation
<b>Department Summary Recommendation:</b>	Due to an accident that happened a few weeks ago, the bridge at the Pettit Creek Trail off Cassville Rd and Goodyear Ave, was heavily damaged along with the guardrail and the historical marker. After receiving 4 quotes for this project, Red Top Industrial was chosen as the contractor to repair the bridge. The total cost for the bridge repair will be \$77,661.16. This project will be paid from the insurance company of the person who damaged the bridge.
<b>City Manager's Remarks:</b>	After several discussions with the other driver's insurance company, Liberty Mutual, they have agreed to pay for the damages caused by their driver up to the \$100,000 policy limit. In order to have the Pettit Creek Trail Bridge paid by the insurance company, we must first have it repaired and then submit the invoice to them for reimbursement. I approve of hiring Red Top Industrial to repair this bridge.
<b>Financial/Budget Certification:</b>	This is an unbudgeted item. The city will pay for the repairs and the third party insurance will reimburse the city after the city submits an invoice to the third party insurance.
<b>Legal:</b>	
<b>Associated Information:</b>	



790 Burnt Hickory Road,  
Cartersville, Georgia, United States, 30120  
Office - (678) 632-4077  
Fax - (404)601-8359  
Info@RedTopRoofing.com  
www.RedTopRoofing.com

City of Cartersville

1 N. Erwin Street

Bridge Repair

Thanks for the opportunity to work with you on this project! Below is the scope of work and pricing information regarding your project. Please review carefully and contact your Red Top Representative with any questions or concerns. Make sure and take the time to review our qualifications, reviews and financing options!

**Project summary:** The City of Cartersville has a project requiring the re-construction of a pedestrian boardwalk walkway that was recently damaged. Boardwalk is located off Cassville Road in Cartersville, the portion of the boardwalk needing repaired is north of the overpass bridge that crosses Pettit creek and runs parallel to Cassville Road and the old Goodyear tire plant in front of Atco.

**Project scope:**

1. Red Top Industrial shall provide the following scope of work to be completed on the boardwalk re-construction.
2. Project includes all labor, materials and equipment to perform the following scope. A) a full time dedicated project manager/project consultant has been included in this proposal. Project manager shall remain onsite full time to direct employees, coordinate project deliverables and facilitate coordination of schedule directly to specified city officials. B) project managers information is as follows.  
Jay Cottingim-(678)628-5695  
Jay@redtopindustrial.com
- C) red top will require a contact person from the city office to coordinate project milestones with and to discuss any situations or site issues that may arise during construction.
- D) person assigned from the city office must be authorized to make corrections and or changes to the scope of work. Approve any change orders (if required). And fully make decisions authorizing any job site questions or issues that may arise.
- E) all correspondence communications shall be conducted via email and must be approved via email by the designated authorized city official before any changes to this scope of work or additional work is conducted or performed. No verbal exchanges to this scope of work shall be conducted, performed or authorized without following proper email protocols as outlined above.
3. Red Top shall supply and install a silt fence approximately 100' north of the damaged area as well as approximately 100' to the south of the damaged area.
  - A. Silt fence shall be installed with straw bails behind the silt fence in order to further enhance rain water runoff.
4. A temporary barrier shall be constructed around the site work directly behind the existing roadway guardrail as well as directly against the existing chain link fence that divides the city's property from the Tilley's property.
  - A. Temporary barrier shall be constructed of 2"x4"x8" pressure treated boards spaced accordingly to allow for the placement of yellow caution tape around the project site.
  - B. Red Top shall take all precautions necessary to keep pedestrian traffic and unauthorized persons from entering the worksite while construction is taking place. However; while construction will be taking place during the day and there will be workers onsite to help mitigate trespassers, the same can not be said for after hours. Therefore; Red Top Industrial or any affiliate of Red Top companies can not be held responsible for unauthorized entry into the worksite that would happen after hours.
5. Red Top shall provide all necessary roll off containers for the removal of all damaged site materials as well as damaged portions of the boardwalk.
6. There are approximately 2 (two)full sections to the south of the damage as well as 2 (Two) full sections to the

north that need to demolished and replaced.

7. There was a total of 4 (four) sections of the boardwalk damaged during the accident that need to be completely reconstructed.

A. This proposal calls for the reconstruction of 8 (eight) sections of the boardwalk.

8. Proposal includes the use of all new pressure treated lumber.

9. Includes the reconstruction of the damaged portions of pipe handrails.

10. Includes the use of all new galvanized hardware as well as fasteners.

11. Includes the removal of all damaged columns as well as the removal of existing damaged column concrete.

12. Proposal has allowed and included the removal and replacement of 10 (ten) 8"x8"x16' pressure treated columns.

A. Proposal is based upon the same design and installation of the existing concrete around the columns. Although this method of installation does not meet current code. A separate proposal can be offered to install wooden columns in sonotubes to prevent direct contact of pressure treated posts with new concrete. Additional costs would apply to meet code requirements.

**Project exclusions:**

1. proposal does not include the repair of or replacement of the existing roadway guard rail.

2. Proposal does not include any painting or staining of any new or existing pressure treated wood. If painting or staining of the boardwalk is required a separate proposal can be issued.

3. Proposal does not include any engineering for the boardwalk. A separate line item has been included on this proposal if the city wish's to utilize a third party engineer for the boardwalk.

A. If engineering is waived by the city then it is assumed all new construction shall closely match the existing sections of the boardwalk and shall be constructed as such.

4. Does not include any permit fees, it is assumed there will be no required permits for construction to take place.

**Clarifications:**

1. all work is proposed to take place Monday thru Saturday.

2. Red Top can not be held responsible for delays to the construction schedule outside of our immediate control. This shall include.

A) rain and or inclement weather.

B) delays in project materials such as treated lumber.

3. Proposal does not include any changes in design, it is assumed boardwalk shall be constructed in the same manner as well as the same path as current sections.

4. Proposal does not include any work and or repairs to the existing chain link fence behind the construction area that separated Tilley owned property from City owned property.

A) a separate proposal can be issued for repairs to the chain link fence if so required.

5. Due to daily increasing prices in lumber and materials this proposal is subject to change up or down to reflect the current lumber prices at the time a purchase order is issued.

A) due to the COVID-19 pandemic all lumber prices as well as suppliers can and will only offer lumber quotes on a 24 hour basis. All due diligence shall be taken into account to keep material costs as low as possible and as close as possible to the proposed materials budget on this proposal and scope of work.

B) Red Top shall be upfront and transparent with the city on increased lumber or material prices and will provide documentation from our suppliers should a materials price increase be seen.

C) Red Top shall bill additionally for price increases on materials only and will not show additional markups on materials.

6. It is assumed that all materials once ordered shall be delivered in a prompt and timely manner to the site. However; due to the COVID-19 issues all suppliers are behind and limited on material delivery and therefore if delayed Red Top can not be held responsible.

7. All heavy equipment as well as all hand and power tools have been included in this proposal.

8. This proposal shall serve as official notice that during the site walk there was active, homeless persons as well as pedestrians living and staying under the overpass bridge. Therefore as a result of such activities Red Top industrial and its affiliates are not responsible for the following as a result of activities taking place under the bridge.

A) damages to the site and or equipment and materials after hours.

B) tampering with rental equipment or damages to rental equipment left onsite overnight.

C) any injuries sustained by any non-employed Red Top industrial employees or its affiliates.

D) theft of any equipment or materials left onsite. All precautionary measures shall be taken to prevent damages and theft but due to the activities potential that could take place after hours Red Top industrial and its affiliates can not be held responsible.

9. No permit fees were included in this proposal

**Engineering:**

1. Red Top shall provide at the city's discretion and additional cost of \$5,040.00 a stamped set of engineered drawings for the new construction of the damaged boardwalk area. Will require written approval from the city to add this amount as a change order to the contract. Drawings shall include:

- A) new footer details
- B) new updated drawings for the new construction as well as noted repairs to the damaged portions.
- C) stamped by a third party engineer.
- D) live load/dead load calculations

**Project Price :**           \$72,621.16          



Signature
Signature Date

Customer

Signature
Signature Date

Red Top Industrial  
Representative Signature

**Terms and Conditions**

1. Nature of Work. Red Top Industrial, LLC ("Contractor") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor assumes no responsibility for structural integrity, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by

Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

3. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work no later than ten (10) days after substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by the fifth (5th) day of each month for the value of Work completed during the preceding month. Final payment shall be made to Contractor within ten (10) days after substantial completion of the Work. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.

4. Insurance. Contractor shall carry commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's, upon request

5. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.

6. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work.

7. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, snow, water or debris to allow continuous full operation until job completion. The expense of snow or water removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

8. Site Conditions. Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or reconnection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.

9. Damages and Delays. Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of

these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

10. Electrical Conduit. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

11. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

12. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

13. Working Hours. This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.

14. Warranty. Contractor's workmanship will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his/her agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor. Contractor's standard warranty is three years on a roof replacement and one year on a roof repair. Contractor's standard warranty will be null and void if Contractor's work has been altered, changed, manipulated, serviced, or modified in any manner by others (including but not limited to attempted warranty repair without authorization from Contractor). Costs incurred in the removal, de-installation or re- installation of the Contractor's work are not covered by warranty.

15. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.

16. Tolerances. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, and size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area.

17. Mold. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Contractor if Customer believes there are roof leaks, to correct the condition.

Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

18. Fumes and Emissions. Owner and Contractor acknowledge that asphalt will be heated by Contractor, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

19. Material References. Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

20. Financing. If any finance amount is approved by a third party vendor and the approval is withdrawn for any reason, Customer will be liable for the balance.

21. You, the Customer, may cancel this contract at any time before midnight on the fifth business day after you have received written notification from the Insurance Company that all or any part of the claim or contract is not a covered loss under the Policy. This right to cancel is in addition to any other rights of cancellation which may be found in state or federal law or regulation. See attached Notice of Cancellation form, Exhibit B, for an explanation of this right.

22. The Notice of Cancellation shall be effective upon deposit into the United States mail, postage prepaid and properly addressed to Contractor. In circumstances in which payment may be made from the proceeds of the Insurance Policy, Contractor shall not require any payments from the Customer until the five-day cancellation period has expired. If, however, Contractor has performed any emergency services, acknowledged by the Customer in writing to be necessary to prevent damage to the premises, Contractor shall be entitled to collect the amount due for the emergency services at the time they are rendered.



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM**

## **Post Construction Stormwater Management for New Development and Redevelopment**

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

Cover Memo

Item # 7



<b>City Manager's Remarks:</b>	<p>The City Council approved the local ordinance for Stormwater Management for New Development and Redevelopment in 2006 and the Georgia EPD has made some changes to the model ordinance and requires local jurisdictions to update our ordinance to stay in compliance. The changes to the ordinance are necessary in order for Cartersville to continue meeting the MS4 permit requirements. This is the first reading of this ordinance.</p>
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

**Ordinance no. \_\_\_\_\_**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 - DEVELOPMENT REGULATIONS. ARTICLE IX. - POST-DEVELOPMENT STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT, is hereby deleted in its entirety and replaced as follows:

1.

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

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

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

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

“applicant” means a person submitting a land development application for approval.

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

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

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

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

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

“development” means new development or redevelopment.

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

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

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

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

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

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

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

“infiltration” means the process of percolating stormwater runoff into the subsoil.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“runoff” means stormwater runoff.

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

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

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

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

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

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

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

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

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

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

- (a) In implementing this Article, the City of Cartersville shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.
- (b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the City of Cartersville’s MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.
- (c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

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

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

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

- (b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;
- (c) New development and redevelopment if
  - (i) such new development or redevelopment is part of a subdivision or other common plan of development, and
  - (ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;
- (d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and
- (e) Linear transportation projects that exceed the threshold in (a) or (b) above.

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

- (a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- (b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (d) Repairs to any stormwater management system deemed necessary by the administrator;
- (e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 7.5-225 (a) or (b);
- (f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 7.5-225 (a) or (b);
- (g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and

- (h) Single-family or duplex residential lots platted prior to the adoption of this ordinance, whether or not they are part of a subdivision or phased development project.
- (i) Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;
- (j) Additions or modifications to existing single-family or duplex residential structures;

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

- (a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.
- (b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):
  - (i) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
  - (ii) Natural Drainage Divides and Patterns,
  - (iii) Natural Drainage Features (e.g., swales, basins, depressional areas),
  - (iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
  - (v) Predominant soils (including erodible soils and karst areas), and
  - (vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.
- (c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.
- (d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be provided by using the following:
  - (i) For development with a stormwater management plan submitted before December 6, 2020, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.



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

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

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

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

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

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

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

(iii) Preservation of any applicable stream buffer.

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

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

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

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

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

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

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

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

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

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

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

(c) The stormwater concept plan shall contain:

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

- (ii) Vicinity map, and
- (iii) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:
  - (A) Existing and proposed topography (minimum of 2-foot contours),
  - (B) Perennial and intermittent streams,
  - (C) Mapping of predominant soils from USDA soil surveys,
  - (D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,
  - (E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),
  - (F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,
  - (G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,
  - (H) Preliminary estimates of unified stormwater sizing criteria requirements,
  - (I) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,
  - (J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,
  - (K) Flow paths,
  - (L) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and
  - (M) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.
- (d) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the

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

- (i) Natural Resources Inventory
- (ii) Stormwater Concept Plan
- (iii) Existing Conditions Hydrologic Analysis
- (iv) Post-Development Hydrologic Analysis
- (v) Stormwater Management System
- (vi) Downstream Analysis
- (vii) Erosion and Sedimentation Control Plan
- (viii) BMP Landscaping Plan
- (ix) Inspection and Maintenance Agreement
- (x) Evidence of Acquisition of Applicable Local and Non-Local Permits
- (xi) Determination of Infeasibility (if applicable)
- (xii) Performance Bonds

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

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

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

- (i) As-built Drawings
- (ii) Hydrology Reports
- (iii) Current inspection of existing stormwater management structures with deficiencies noted
- (iv) BMP Landscaping Plans

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

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

- (a) File a land development application with the City of Cartersville on the City of Cartersville's form of application with the following supporting materials:
  - (i) the stormwater management plan prepared in accordance with Section 7.5-228(d),
  - (ii) a certification that the development will be performed in accordance with the stormwater management plan once approved,
  - (iii) a Runoff Reduction Infeasibility (RRI) Form for Determination of Infeasibility, and
  - (iv) an acknowledgement that applicant has reviewed the City of Cartersville's form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.
- (b) The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.

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

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

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

- (a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and
- (b) conducted only within the area specified in the approved stormwater management plan.

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

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

- (a) The date and location of the inspection;
- (b) Whether the stormwater management system is in compliance with the approved stormwater management plan;
- (c) Variations from the approved stormwater management plan; and
- (d) Any other variations or violations of the conditions of the approved stormwater management plan.

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

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

- (b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,
- (c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and
- (d) Delivering to the City of Cartersville a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

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

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

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

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

- c. A statement specifying the nature of the violation;
  - d. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this article and the date for the completion of such remedial action;
  - e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
  - f. A statement that the determination of violation may be appealed to the City of Cartersville by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient).
- (2) *Penalties.* In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one (1) or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Cartersville shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Cartersville may take any one (1) or more of the following actions or impose any one (1) or more of the following penalties.
- a. *Stop work order.* The City of Cartersville may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
  - b. *Withhold certificate of occupancy.* The City of Cartersville may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
  - c. *Suspension, revocation or modification of permit.* The City of Cartersville may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the City of Cartersville may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.



- d. *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City of Cartersville shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient) after the City of Cartersville has taken one (1) or more of the actions described above, the City of Cartersville may impose a penalty not to exceed one thousand dollars (\$1,000.00) (depending on the severity of the violation) for each day the violation remains un-remedied after receipt of the notice of violation. If said penalty is not paid within the time presented by the city, the city has the right to enforce said claim in a court of competent jurisdiction and/or in the alternative to pursue the criminal penalties detailed in subsection e. below. Additionally, the penalty shall become a special assessment against the property and shall constitute a lien on the property in the amount of the assessment.
- e. *Criminal penalties.* For intentional and flagrant violations of this article, the City of Cartersville may issue a citation to the applicant or other responsible person, requiring such person to appear in municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment for sixty (60) days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

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

Section 7.5-236. Inspection and Maintenance Agreements.

- (a) The owner shall execute an inspection and maintenance agreement with the City of Cartersville obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the City of Cartersville. After the inspection and maintenance agreement has been signed by the owner and the City of Cartersville, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.
- (b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the City of Cartersville. Upon any sale or transfer of the site, the new owner shall notify the City of Cartersville in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to

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

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

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

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

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

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

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

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

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

Section 7.5-240. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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

## Model Ordinance and Adoption Guidance Document

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

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

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

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

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

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

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

## Model Ordinance and Adoption Guidance Document

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

### Mandatory Edits

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

### Enhancements

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

*Appendix C* contains the following Model Ordinance enhancements:

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

Each enhancement will include:

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

### Model Ordinance Supplemental Materials

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

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### **Appendices**

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

Appendix B: Mandatory Edits

Appendix C: Enhancements

Appendix D: Model Ordinance Crosswalk

Appendix E: Model Ordinance Redline

## **Appendix A:**

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

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

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

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

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

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

“applicant” means a person submitting a land development application for approval.

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

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

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

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

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

“development” means new development or redevelopment.



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

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

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

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

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

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

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

“infiltration” means the process of percolating stormwater runoff into the subsoil.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“runoff” means stormwater runoff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- (b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;
- (c) New development and redevelopment if
  - (i) such new development or redevelopment is part of a subdivision or other common plan of development, and
  - (ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;
- (d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and
- (e) Linear transportation projects that exceed the threshold in (a) or (b) above.

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

- (a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- (b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (d) Repairs to any stormwater management system deemed necessary by the administrator;
- (e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [Y]-5 (a) or (b);
- (f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [Y]-5 (a) or (b);
- (g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Preservation of any applicable stream buffer.

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

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

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

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

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

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

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

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

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

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

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

(c) The stormwater concept plan shall contain:

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

(ii) Vicinity map, and



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

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

(B) Perennial and intermittent streams,

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

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

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

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

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

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

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

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

(K) Flow paths,

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

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

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

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

- (i) Natural Resources Inventory
- (ii) Stormwater Concept Plan
- (iii) Existing Conditions Hydrologic Analysis
- (iv) Post-Development Hydrologic Analysis
- (v) Stormwater Management System
- (vi) Downstream Analysis
- (vii) Erosion and Sedimentation Control Plan
- (viii) BMP Landscaping Plan
- (ix) Inspection and Maintenance Agreement
- (x) Evidence of Acquisition of Applicable Local and Non-Local Permits
- (xi) Determination of Infeasibility (if applicable)

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

- (i) As-built Drawings
- (ii) Hydrology Reports
- (iii) Current inspection of existing stormwater management structures with deficiencies noted
- (iv) BMP Landscaping Plans

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

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

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

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- (i) the stormwater management plan prepared in accordance with Section [Y]-8
- (d),
- (ii) a certification that the development will be performed in accordance with the stormwater management plan once approved,
- (iii) a **[Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy]**, and
- (iv) an acknowledgement that applicant has reviewed the **[local jurisdiction's]** form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.

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

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

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

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

- (a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and
- (b) conducted only within the area specified in the approved stormwater management plan.

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

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

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

- (a) The date and location of the inspection;
- (b) Whether the stormwater management system is in compliance with the approved stormwater management plan;
- (c) Variations from the approved stormwater management plan; and
- (d) Any other variations or violations of the conditions of the approved stormwater management plan.

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

- (a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,
- (b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,
- (c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and
- (d) Delivering to **[local jurisdiction]** a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to **[insert reference to existing local ordinance on violations of general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]** and
- (b) To address such a failure to maintain the stormwater management system, the **[local jurisdiction]** shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.

## **Appendix B:**

### Mandatory Edits

## Overview of Mandatory Edits

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

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

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

# **Appendix C:** Enhancements

## Enhancement 1: Construction Sequencing

### Purpose

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

### Language

#### *Definition*

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

### Edits to Model Ordinance to include this enhancement

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

## Enhancement 2: Pre-Development Hydrology

### Purpose

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

### Language

#### *Definition*

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

### Edits to Model Ordinance to include this enhancement

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

## Enhancement 3: Trout Streams

### Purpose

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

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

### Language

#### *Definition*

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

#### *Stormwater Management Standard*

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

### Edits to Model Ordinance to include this enhancement

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

# **Appendix D:** Model Ordinance Crosswalk

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

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



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

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

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

# **Appendix E:**

## **Model Ordinance Redline**

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

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

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

~~DESCRIPTION~~

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

~~TABLE OF CONTENTS~~

~~Introduction~~

~~Section 1. General Provisions Section~~

~~2. Definitions~~

~~Section 3. Permit Procedures and Requirements~~


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

~~Section 5. Construction Inspections of Post-Development Stormwater Management System~~

~~Section 6. Ongoing Inspection and Maintenance of Stormwater Facilities and Practices Section~~

~~7. Violations, Enforcement and Penalties~~

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

## INTRODUCTION

It is hereby determined that:

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

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

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

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

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

## SECTION 1. GENERAL PROVISIONS

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

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

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

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

- ~~(1) — Establish decision-making processes surrounding land development activities that protect~~ **Section [Y]-2. Definitions. For this Article, the integrity of the watershed and preserve the health of water resources;**
- ~~(2) — Require that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding, streambank erosion, nonpoint source pollution and increases in stream temperature, and maintain the integrity of stream channels and aquatic habitats;~~
- ~~(3) — Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;~~
- ~~(4) — Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;~~
- ~~(5) — Encourage the use of nonstructural stormwater management and stormwater better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable. Coordinate site design plans, which include greenspace, with the county's greenspace protection plan;~~
- ~~(6) — Establish provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and,~~
- ~~(7) — Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term follow up.~~

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

## ~~1.2. —~~ **Applicability**

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

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

- a. ~~New development that involves the creation of 5,000 square feet or more of impervious cover, or that involves other land development activities of 1 acre or more;~~
  - b. ~~Redevelopment that includes the creation, addition or replacement of 5,000 square feet or more of impervious cover, or that involves other land development activity of one (1) acre or more;~~
  - c. ~~Any new development or redevelopment, regardless of size, that is defined by the (~~
    - ~~“administrator) to be a hotspot land use; or,~~
  - d. ~~Land development activities that are smaller than the minimum applicability criteria set forth in items A and B above if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules.~~
- (2) ~~The following activities are exempt from this ordinance:~~
- a. ~~Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;~~
  - b. ~~Additions or modifications to existing single-family or duplex residential structures;~~
  - c. ~~Agricultural or silvicultural land management activities within areas zoned for these activities; and,~~
  - d. ~~Repairs to any stormwater management facility or practice deemed necessary by the (administrator).~~

### ~~1.3. Designation of Ordinance Administrator~~

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

### ~~1.4. Compatibility with Other Regulations~~

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

### ~~1.5. Severability~~

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



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## ~~1.6. Stormwater Design Manual~~

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

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

## ~~SECTION 2. DEFINITIONS~~

### ~~"Applicant~~

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

### ~~"Channel~~

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

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

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

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

### ~~"Detention"~~ means

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

### ~~"Detention Facility~~

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

### ~~"Developer"~~ means a person who undertakes land

~~"development activities."~~~~"Development"~~ means a ~~land~~new development or ~~land development~~ project.~~redevelopment.~~

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

~~“Erosion and Sedimentation Control Plan~~

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

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

~~“Extreme Flood Protection~~

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

~~“Flooding~~

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

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

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

~~“Impervious Cover~~

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

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

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

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

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

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

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

~~“Land Development Project” means a discrete land development undertaking.~~

~~“Inspection and Maintenance Agreement” means a~~

~~“infiltration” means the process of percolating stormwater runoff into the subsoil.~~

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

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

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

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

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

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

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

~~“new development project.~~

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

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

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

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

~~“**On-Site Facility**” means a stormwater management facility located within the boundaries of the site.~~

~~“**Overbank Flood Protection**~~

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

~~“**Owner**~~

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

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

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

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

~~“**Post**~~

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

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

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

~~“**Pre**~~

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

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

~~“Project” means a land development project.~~

~~“Redevelopment” means a land development project on a~~

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

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

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

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

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

~~“Runoff” means stormwater runoff.~~

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

~~“Stormwater Better Site Design” means nonstructural site design approaches and techniques that can reduce a site’s impact on the watershed and can provide for nonstructural~~

~~“runoff” means stormwater runoff.~~

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

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

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

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

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

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

~~“Stormwater Management Facility” means any infrastructure that controls or conveys “stormwater runoff.~~

~~“Stormwater Management Measure” means any stormwater management facility or nonstructural stormwater practice.~~

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

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

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

~~“Stormwater Runoff” means the flow of surface water~~ of the ground, resulting from precipitation.

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

~~“Subdivision~~

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

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## ~~SECTION 3. PERMIT PROCEDURES AND REQUIREMENTS~~

### ~~3.1. Permit Application Requirements~~

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

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

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

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

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

### ~~3.2. Stormwater Concept Plan and Consultation Meeting~~

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

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

#### ~~B. Existing Conditions / Proposed Site Plans~~

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

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

- (a) In implementing this Article, the **[local jurisdiction]** shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.
- (b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the **[local jurisdiction's]** MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.
- (c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

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

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

- (a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater;
- (b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;
- (c) New development and redevelopment if
  - (i) such new development or redevelopment is part of a subdivision or other common plan of development, and
  - (ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;
- (d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and



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

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

- (a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- (b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (d) Repairs to any stormwater management system deemed necessary by the administrator;
- (e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [Y]-5 (a) or (b);
- (f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [Y]-5 (a) or (b);
- (g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and
- (h) Linear transportation projects being constructed by **[local jurisdiction]** to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report that is compliant with the **[local jurisdiction]** linear feasibility program shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Preservation of any applicable stream buffer.

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

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

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

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

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

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

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

- (b) The stormwater concept plan shall be prepared using the minimum following steps:
- (i) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).
  - (ii) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).
  - (iii) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).
- (c) The stormwater concept plan shall contain:
- (i) Common address and legal description of the site,
  - (ii) Vicinity map, and
  - (iii) Existing conditions and proposed site layout ~~sketch plans, mapping and plans~~ (recommended scale of 1" = 50'), which illustrate at a minimum: ~~existing~~
    - (A) Existing and proposed topography; ~~perennial~~ (minimum of 2-foot contours),
    - (B) Perennial and intermittent streams; ~~mapping,~~
    - (C) Mapping of predominant soils from USDA soil surveys ~~(when available); boundaries,~~
    - (D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading; ~~and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.,~~
- C. Natural Resources Inventory
- ~~A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location~~
- (E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.);

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~~Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development..),~~

D. Stormwater Management System Concept Plan

~~A written or graphic concept plan of the proposed post-development~~

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

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

(H) Preliminary estimates of unified stormwater ~~management system including: preliminary~~ sizing criteria requirements,

(I) Preliminary selection and location, size, and limits of disturbance of proposed ~~structural stormwater controls; location~~ BMPs,

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

(K) Flow paths; ~~location of,~~

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

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

~~Local watershed plans, the (county) greenspace projection plan (if applicable), and any relevant resource protection plans will be consulted in the discussion of the concept plan.~~

### ~~3.3. Stormwater Management Plan Requirements~~

(d) The stormwater management plan shall ~~detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of~~ contain the items listed in this ordinance, ~~including the performance criteria set forth in Section 4 below.~~

~~This plan shall be in accordance with the criteria established in this section~~ part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. ~~Section C, D, E~~ Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

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~~and F shall be prepared under the direct supervisory control of a registered Professional Engineer, who shall seal and sign the work. Portions of the overall plan may be prepared and stamped by a registered Land Surveyor licensed in the state of Georgia as appropriate, such as boundary surveys, contour maps, erosion and sedimentation control plans.~~

~~The stormwater management plan must ensure that the requirements and criteria in this ordinance are being complied with and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the Stormwater Management Site Plan checklist found in the stormwater design manual. This includes:~~

~~A. Common address and legal description of site~~

~~B. Vicinity Map~~

(i) Natural Resources Inventory

(ii) Stormwater Concept Plan

4 (iii) Existing Conditions Hydrologic Analysis

~~The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land cover of areas for each subbasin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities.~~

~~☞ The local government will need to establish guidelines for how the predevelopment conditions will be modeled for redevelopment sites.~~

5 (iv) Post-Development Hydrologic Analysis

~~The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each subbasin affected by the project; calculations for determining the runoff volumes that need to be addressed for each subbasin for the development project to meet the post-development stormwater management performance criteria in Section 4; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. If~~

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~~the land development activity on a redevelopment site constitutes more than 50 percent of the site area for the entire site, then the performance criteria in Section 4 must be met for the stormwater runoff from the entire site.~~

~~☞ The Metropolitan North Georgia Water Planning District is developing a spreadsheet-based computer modeling tool that will assist site developers in performing the post-development hydrologic water quality analysis.~~

6 (v) Stormwater Management System

~~The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include: A map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes; a narrative describing how the selected structural stormwater controls will be appropriate and effective; cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs); documentation and supporting calculations to show that the stormwater management system adequately meets the post-development stormwater management performance criteria in Section 4; drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local greenspace protection plan.~~

7 Post-Development (vi) Downstream Analysis

~~A downstream peak flow analysis which includes the assumptions, results and supporting calculations to show safe passage of post-development design flows downstream. The analysis of downstream conditions in the report shall address each and every point or area along the project site's boundaries at which runoff will exit the property. The analysis shall focus on the portion of the drainage channel or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the drainage basin where the project area is 10 percent of the total basin area. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. The analysis shall be in accordance with the stormwater design manual.~~

8 Construction Phase (vii) Erosion and Sedimentation Control Plan

~~An erosion and sedimentation control plan in accordance with the Georgia Erosion and Sedimentation Control Act (or reference to the local Erosion and Sedimentation Control Ordinance) or NPDES Permit for Construction Activities. The plan shall also include information~~

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~~on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.~~

9 (viii) ~~BMP Landscaping and Open Space Plan~~

~~A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. The landscaping plan must also include: the arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings; descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings; descriptions of the stabilization and management techniques used to establish vegetation; and a description of who will be responsible for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.~~

~~C. Operations and Maintenance Plan~~

~~Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, responsible parties for maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.~~

~~D. Maintenance Access Easements~~

~~The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis.~~

~~Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.~~

~~☞ The local government will establish which stormwater facilities and practices will require regular maintenance.~~

10 (ix) ~~Inspection and Maintenance Agreements~~ Agreement

~~Unless an on-site stormwater management facility or practice is dedicated to and accepted by the **(local permitting authority)** as provided in Section 3.4 below, the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance Section 3.4.~~

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

~~The applicant shall certify~~(xi) ~~Determination of Infeasibility (if applicable)~~



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(e) For redevelopment and ~~provide documentation to the (local permitting authority) that all other applicable environmental permits have been acquired for the site prior~~ existing stormwater management structures are being used to ~~approval of the meet~~ stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures

### ~~3.4. Stormwater Management Inspection and Maintenance Agreements~~

~~Prior to the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder and for which the (local permitting authority) requires ongoing maintenance, the applicant~~

- (i) As-built Drawings
- (ii) Hydrology Reports
- (iii) Current inspection of existing stormwater management structures with deficiencies noted
- (iv) BMP Landscaping Plans

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

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

- (a) File a land development application with the **[local jurisdiction]** on the **[local jurisdiction's]** form of application along the following supporting materials:
  - (i) the stormwater management ~~facility or practice is dedicated to and accepted by the (local permitting authority), execute an~~ plan prepared in accordance with Section [Y]-8 (d),
  - (ii) a certification that the development will be performed in accordance with the stormwater management plan once approved,
  - (iii) a **[Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy]**, and
- (iv) an acknowledgement that applicant has reviewed the **[local jurisdiction's]** form of inspection and maintenance agreement, and that applicant agrees to sign and ~~/or a conservation easement, if applicable, that shall be binding on all subsequent owners of the site.~~

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~~☞ The local government will establish which stormwater facilities and practices will require formal inspection and maintenance agreements.~~

The record such inspection and maintenance agreement, if applicable, must be approved by the ~~(local permitting authority)~~ prior to plan approval, and recorded in the deed records upon ~~before the~~ final plat approval.

~~The inspection and maintenance agreement shall identify by name or official title the person(s) responsible for carrying out the inspection and maintenance. Responsibility for the operation and maintenance of the stormwater management facility or practice, unless assumed by a governmental agency, shall remain with the property owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements shall designate for each portion of the site, the person to be permanently responsible for its inspection and maintenance.~~

~~As part of the inspection and maintenance agreement, a schedule shall be developed for when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management facility or practice. The agreement shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and shall also include remedies for the default thereof.~~

~~In addition to enforcing the terms of the inspection and maintenance agreement, the (local permitting authority) may also enforce all of the provisions for ongoing inspection and maintenance in Section 6 of this ordinance.~~

~~The (local permitting authority), in lieu of an inspection and maintenance agreement, may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.~~

### ~~3.5.—Performance and Maintenance Bonds~~

~~☞ The local permitting authority may insert provisions under this section requiring the posting of bonds or other security to guarantee performance of construction and/or maintenance obligations hereunder.~~

### ~~3.6.—Application Procedure~~

- ~~(1) — Applications for land development permits shall be filed with the (local permitting authority).~~
- ~~(2) — Permit applications shall include the items set forth in Section 3.1 above (two copies of the stormwater management plan and the inspection maintenance agreement, if applicable, shall be included).~~

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~~(1) The (local permitting authority)~~(b) The administrator shall inform the applicant whether the application, ~~stormwater management plan and inspection and maintenance agreement and supporting materials~~ are approved or disapproved.

~~(2) (c) If either the permit application, stormwater management plan or inspection and maintenance agreement~~ supporting materials are disapproved, the ~~(local permitting authority)~~ administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same, ~~in which event subparagraph 3 above and this subparagraph shall apply to such resubmittal.~~ for the administrator to again consider and either approve or disapprove.

Upon a finding by

~~(3) (d) If the (local permitting authority) that the permit application, stormwater management plan and inspection and maintenance agreement, if applicable, meet the requirements of this ordinance, the (local permitting authority)~~ supporting materials are approved, the [local jurisdiction] may issue a permit for the associated land development project disturbance permit or building permit, provided all other legal requirements for the issuance of such permit permits have been met.

~~(4) Notwithstanding the issuance of the permit, in conducting the land development project, the applicant or other responsible person shall be subject to the following requirements:~~

- ~~The applicant shall comply with all applicable requirements of the approved plan and this ordinance and shall certify that all land clearing, construction, land development and drainage will be done according to the approved plan;~~ stormwater management plan included in such applications becomes the approved stormwater management plan.

~~The land~~

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

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

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

~~(a) The (local permitting authority) shall be allowed to conduct periodic inspections of the project;~~

- No changes may be made to an approved stormwater management plan without review and advanced written approval by the ~~(local permitting authority); and, administrator.~~

~~(b) Upon completion of the project, the applicant or other responsible person shall submit the engineer's report and certificate and as-built plans required by Section 5.2.~~

~~☞ Jurisdictions may modify the above local review process to accommodate their current subdivision or development approval process. In addition, local officials will need to decide the appropriate time frames for review based on the number of stormwater management plans, maintenance agreements, etc. submitted, while keeping in mind the time frames for the review of initial and resubmitted applications, as well as the need for timely review turnaround for the~~

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~~applicant. This will often be determined by the staff available for permit review and inspection of sites undergoing construction.~~

### ~~3.7.—Application Review Fees~~

~~The fee for review of any stormwater management application shall be based on the fee structure established by the **(local permitting authority)** and shall be made prior to the issuance of any building permit for the development.~~

~~☞ It is recommended that all of the monetary contributions be credited to a local budgetary category to support local plan review, inspection and program administration.~~

### ~~3.8.—Modifications for Off Site Facilities~~

~~The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project, unless provisions are made to manage stormwater by an off-site or regional facility. The off-site or regional facility must be located on property legally dedicated for the purpose, must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by on-site practices and there must be a legally obligated entity responsible for long-term operation and maintenance of the off-site or regional stormwater facility. In addition, on-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site to the off-site facility.~~

~~A stormwater management plan must be submitted to the **(local permitting authority)** which shows the adequacy of the off-site or regional facility.~~

~~To be eligible for a modification, the applicant must demonstrate to the satisfaction of the **(local permitting authority)** that the use of an off-site or regional facility will not result in the following impacts to upstream or downstream areas:~~

- ~~(1) — Increased threat of flood damage to public health, life, and property;~~
- ~~(2) — Deterioration of existing culverts, bridges, dams, and other structures;~~
- ~~(3) — Accelerated streambank or streambed erosion or siltation;~~
- ~~(4) — Degradation of in-stream biological functions or habitat; or~~
- ~~(5) — Water quality impairment in violation of State water quality standards, and/or violation of any state or federal regulations.~~

## ~~SECTION 4. POST-DEVELOPMENT STORMWATER MANAGEMENT PERFORMANCE CRITERIA~~

~~The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this ordinance:~~

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### ~~11.1. Water Quality~~

All stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:

- ~~(3) — It is sized to treat the prescribed water quality treatment volume from the site, as defined in the Georgia Stormwater Management Manual;~~
- ~~(4) — Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the Georgia Stormwater Management Manual; and,~~
- ~~(5) — Runoff from hotspot land uses and activities identified by the **(local permitting authority)** are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.~~

### ~~11.2. Stream Channel Protection~~

Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three approaches:

- ~~(1) — Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;~~
- ~~(2) — 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;  
☞ *This requirement may be adjusted or waived by the (local permitting authority) for sites that discharge directly into larger streams, rivers, wetlands, or lakes, or to a man-made channel or conveyance system where the reduction in these flows will not have an impact on upstream or downstream streambank or channel integrity.*~~
- ~~(3) — Erosion prevention measures such as energy dissipation and velocity control.~~

### ~~11.3. Overbank Flooding Protection~~

Downstream overbank flood and property protection shall be provided by controlling (attenuating) the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour return frequency storm event. If control of the 1-year, 24-hour storm under

Section 4.2 is exempted, then peak discharge rate attenuation of the 2-year through the 25-year return frequency storm event must be provided.

☞ *This requirement may be adjusted or waived by the (local permitting authority) for sites where the post-development downstream analysis shows that uncontrolled post-development conditions will not increase downstream peak flows, or that meeting the requirement will cause greater peak flow downstream impacts than the uncontrolled post-development conditions.*

### ~~11.4. Extreme Flooding Protection~~

Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24-hour return frequency storm event such that flooding is not exacerbated.

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~~☞ This requirement may be adjusted or waived by the (local permitting authority) for sites where the post-development downstream analysis shows that uncontrolled post-development conditions will not increase downstream peak flows, or that meeting the requirement will cause greater peak flow downstream impacts than the uncontrolled post-development conditions.~~

### ~~11.5. Structural Stormwater Controls~~

~~All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the Georgia Stormwater Management Manual. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the Georgia Stormwater Management Manual, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval from (local permitting authority) before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, the (local stormwater permitting authority) may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question.~~

~~Applicants shall consult the Georgia Stormwater Management Manual for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.~~

### ~~11.6. Stormwater Credits for Nonstructural Measures~~

~~The use of one or more site design measures by the applicant may allow for a reduction in the water quality treatment volume required under Section 4.1. The applicant may, if approved by the (local permitting authority), take credit for the use of stormwater better site design practices and reduce the water quality volume requirement. For each potential credit, there is a minimum set of criteria and requirements which identify the conditions or circumstances under which the credit may be applied. The site design practices that qualify for this credit and the criteria and procedures for applying and calculating the credits are included in the Georgia Stormwater Management Manual.~~

### ~~11.7. Drainage System Guidelines~~

~~Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutter, swales, channels, ditches, and energy dissipaters shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public right-of-ways. Stormwater conveyance facilities that are designed to carry runoff from more than one parcel, existing or proposed, shall meet the following requirements:~~

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- ~~(1) — Methods to calculate stormwater flows shall be in accordance with the stormwater design manual;~~
- ~~(2) — All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the stormwater design manual; and,~~
- ~~(3) — Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the stormwater design manual.~~

## ~~11.8. Dam Design Guidelines~~

~~Any land disturbing activity that involves a site which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.~~

## ~~SECTION 5. CONSTRUCTION INSPECTIONS OF POST-DEVELOPMENT STORMWATER MANAGEMENT SYSTEM~~

### ~~5.1. — [Y]-12. Inspections to Ensure Plan Compliance During Construction~~

~~Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the ([local permitting authority]jurisdiction) or conducted and certified by a professional engineer who has been approved by the ([local permitting authority). Construction inspectionsjurisdiction]. Inspections shall utilizeuse the approved stormwater management plan for establishing compliance.~~

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

- ~~(1)~~ (a) The date and location of the inspection;
- ~~(2)~~ (b) Whether ~~construction~~the stormwater management system is in compliance with the approved stormwater management plan;
- ~~(3)~~ (c) Variations from the approved ~~construction—specifications~~stormwater management plan; and,
- ~~(4)~~ (d) Any other variations or violations of the conditions of the approved stormwater management plan.

~~If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions.~~

### ~~5.2. — Section [Y]-13. Final Inspection and As-Built Plans~~

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; As-Built Drawings; Delivery of Inspection and Maintenance Agreement. Upon completion of a project, ~~and before a certificate of occupancy shall be granted~~ the development, the applicant is responsible for ~~certifying~~:

- (a) Certifying that the ~~completed project is in accordance~~ stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan. ~~All applicants are required to submit actual~~ and associated hydrologic analysis,
- (b) Submitting ~~as-built~~ plans for any stormwater management facilities or practices after final construction is completed. The plan must show drawings showing the final design specifications for all components of the stormwater management ~~facilities and practices and must be~~ system as certified by a ~~Professional Engineer.~~ A professional engineer,
- (c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and
- (d) Delivering to **[local jurisdiction]** a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

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

## ~~SECTION 6. ONGOING INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND PRACTICES~~

~~Long-Term~~Section [Y]-14. Violations and Enforcement. Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to **[insert local ordinance reference]** or the underlying building permit pursuant to **[insert local ordinance reference]**. To address a violation of this Article, the **[local jurisdiction]** shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

### ~~6.1. —~~Section [Y]-15. Maintenance ~~Inspection by Owner~~ of Stormwater ~~Facilities and Practices~~



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~~Stormwater management facilities and practices included in a stormwater management plan which are~~Management Systems Predating Current GSMM. For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement ~~must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this ordinance,~~ such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

~~A stormwater management facility or practice shall be inspected on a periodic basis by the responsible person in accordance with the approved inspection and maintenance agreement. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the (local permitting authority) shall notify the person responsible for carrying out the maintenance plan by registered or certified mail to the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan and shall specify the time within which such measures shall be completed. If the responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the (local permitting authority), may correct the violation as provided in Subsection 6.4 hereof.~~

~~Inspection programs by the (local permitting authority) may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of stormwater management facilities and practices.~~

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

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

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

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

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

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

## ~~6.2.—Section [Y]-17. Right- of- Entry for Inspection~~

Maintenance Inspections. The terms of the inspection and maintenance agreement shall provide for the ~~(local permitting authority) to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.~~

## ~~6.3.—Records of Maintenance Activities~~

~~Parties responsible for the operation and [local jurisdiction's] right of entry for maintenance of a stormwater management facility shall provide records of all inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance and repairs to the (local permitting authority).~~

## ~~6.4.—Failure to Maintain~~

~~If a responsible person fails or refuses to meet the requirements of the agreement or an inspection and maintenance agreement, the (local permitting authority), after thirty (30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The (local permitting authority) may assess the owner(s) of the facility for the cost of repair work which shall be a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes.~~

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## ~~SECTION 7. VIOLATIONS, ENFORCEMENT AND PENALTIES~~

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

### ~~7.1. Notice of Violation~~

~~If the **(local permitting authority)** determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.~~

~~The notice of violation shall contain:~~

- ~~(5) — The name and address of the owner or the applicant or the responsible person;~~
- ~~(6) — The address or other description of the site upon which the violation is occurring;~~
- ~~(7) — A statement specifying the nature of the violation;~~
- ~~(8) — A description of the remedial measures necessary to bring the action or inaction **was for any reason not entered** into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;~~
- ~~(9) — A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,~~
- ~~(10) — A statement that the determination of violation may be appealed to the **(local permitting authority)** by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient).~~

### ~~7.2. Penalties~~

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

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(vii) ~~**Stop Work Order**~~—The ~~(local permitting authority)~~ may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation, recorded, or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations. ~~been~~ invalidated or deemed insufficient, then the **[local jurisdiction]** shall have the right to enter and make inspections pursuant to the **[local jurisdiction's]** general provisions for property maintenance inspections pursuant to **[insert reference to existing local ordinance providing for right of entry and inspections for general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]**.

- (1) ~~**Withhold Certificate of Occupancy**~~—The ~~(local permitting authority)~~ may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (2) ~~**Suspension, Revocation or Modification of Permit**~~—The ~~(local permitting authority)~~ may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated ~~[upon such conditions as the (local permitting authority) may deem necessary]~~ to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (3) ~~**Civil Penalties**~~—In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the ~~(local permitting authority)~~ shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the ~~(local permitting authority)~~ has taken one or more of the actions described above, the ~~(local permitting authority)~~ may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
- (4) ~~**Criminal Penalties**~~—For intentional and flagrant violations of this ordinance, the ~~(local permitting authority)~~ may issue a citation to the applicant or other responsible person, requiring such person to appear in ~~(appropriate municipal, magistrate or recorder's)~~ court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

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

- (a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to **[insert reference to existing local ordinance on violations of general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]** and
- (b) To address such a failure to maintain the stormwater management system, the **[local jurisdiction]** shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
Guardrail Anchor Repair**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Public Works
<b>Department Summary Recommendation:</b>	<p>This repair is needed due to an auto accident on North Erwin Street adjacent to Oak Hill Cemetery. An insurance claim has been filed and we expect reimbursement from Allstate. The total for the repair is \$5,697.00 from Martin-Robbins Fence Co., Inc.</p> <p>The funds will come out of the Property &amp; Casualty Insurance Fund until the reimbursement is received.</p> <p>Your approval of this item is recommended by staff.</p>
<b>City Manager's Remarks:</b>	I recommend approval of this work to repair the guardrail.
<b>Financial/Budget Certification:</b>	This is an unbudgeted item but the repair is needed.
<b>Legal:</b>	
<b>Associated Information:</b>	

# QUOTATION

**MARTIN-ROBBINS FENCE CO., INC**

**DATE** September 29, 2020

2025 WESTSIDE COURT  
SNELLVILLE, GA 30078

Ph: 770-972-8141  
Fax: 770-985-6838

To TOMMY SANDERS  
CITY OF CARTERSVILLE  
  
CARTERSVILLE GA

RE: GUARDRAIL ANCHOR REPAIR  
319 NORTH ERWIN STREET  
CARTERSVILLE, GA 30120

Ph: 864-303-7811 770-313-6124

ITEM	Description	Unit	Quantity	Unit Price	Total
	TO FURNISH ALL LABOR, MATERIAL EQUIPMENT AND				\$ -
	TRAFFIC CONTROL NEEDED TO COMPLETE THE				\$ -
	FOLLOWING:				\$ -
					\$ -
	REMOVE AND DISPOSE OF DAMAGED MATERIAL,	LS	1.00	\$5,697.00	\$ 5,697.00
	INSTALL FIRST 2 POSTS, FIRST 12.5 LF OF ANCHOR				\$ -
	RAIL AND NEW IMPACT HEAD, REATTACH CABLE				\$ -
	ASSEMBLY AND ADJUST TO STANDARDS				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
NOTES: PRICES DO NOT INCLUDE ANY GRADING, GRASSING, ASPHALT OR EARTHWORK					TAX
					TOTAL
					\$ 5,697.00

**Estimate authorized by**

Name: <u>MICHAEL E. DENMARK</u>	Date: <u>September 29, 2020</u>
Title: <u>SALESMAN</u>	Signature: <u><i>Michael E. Denmark</i></u>



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
Mower Purchase**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Public Works
<b>Department Summary Recommendation:</b>	<p>This agenda item is a request to purchase a mower to replace one that was damaged last month when one of our trailers was hit from behind in an auto accident. The mower was totaled and we have received compensation from the at fault driver's insurance.</p> <p>The replacement purchase is from Taylor Outdoor Power Equipment for a Turf Tracer S 48" for \$5,993.19.</p> <p>We recommend your approval of this purchase.</p>
<b>City Manager's Remarks:</b>	I recommend approval of this mower replacement.
<b>Financial/Budget Certification:</b>	This is an unbudgeted item and will be paid for from a third party insurance company and the remainder from the insurance fund.
<b>Legal:</b>	
<b>Associated Information:</b>	



**Taylor Outdoor Power Equipment**

912 N. Tennessee St.  
 Cartersville, GA 30120  
 Phone: (770) 382-4951 Fax: (770) 382-4996

**Estimate****377063**

ALL INVOICES CHARGED TO AN ACCOUNT IN A GIVEN MONTH ARE  
 DUE BY THE 10TH OF THE FOLLOWING MONTH. THANK YOU FOR  
 YOUR BUSINESS.

Bill To				Ship To			
CARTERSVILLE, CITY OF P O Box 1390 Cartersville, GA 30120							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
1086	LUKE - PARKS AND REC		(770) 387-5602		Charge		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Andrew Duenas	Manager	08/21/20	377063	ap@cityofcartersville.org		COUNTER SALES	

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
TTS600GKA483E0	EME	TURF TRACER S 48"	1		1		\$5,993.19	\$5,993.19

*emark*

## Note

ELECTRIC START AND 18.5HP ENGINE

Sub Total	\$5,993.19
Miscellaneous	\$0.00
Labor	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$5,993.19</b>

NO RETURNS OR SERVICE WARRANTIES WITHOUT A RECEIPT. SERVICE WARRANTY BEGINS AFTER CUSTOMER IS FIRST NOTIFIED OF COMPLETION AND IS VALID FOR THIRTY (30) DAYS. THERE ARE NO RETURNS ON SPECIAL ORDERS OR ELECTRICAL PARTS.

Notes:



Customer acknowledges receipt thereof.

Item # 9



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
Residential Garbage Cart Purchase**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Public Works
<b>Department Summary Recommendation:</b>	<p>Solid Waste needs to re-stock residential garbage carts. The best bid is from Wastequip for a total of \$29,122.64. This will be a truckload (624 carts) at \$44.86 each plus shipping costs.</p> <p>This is a budgeted item and we recommend approval.</p>
<b>City Manager's Remarks:</b>	I recommend approval of the purchase of these garbage carts.
<b>Financial/Budget Certification:</b>	This is a budgeted item.
<b>Legal:</b>	
<b>Associated Information:</b>	



841 Meacham Rd, Statesville, NC, 28677  
 PHONE: 800-424-0422 FAX: 833-930-1124  
 WQ-10169909

#### Sell To:

Contact Name	Tommy Sanders	Ship To Name	City of Cartersville
Bill To Name	City of Cartersville	Ship To	330 S Erwin St
Bill To	330 S Erwin St Cartersville, GA 30120 USA		Cartersville, GA 30120 USA
Email	tsanders@cityofcartersville.org		
Phone	(770) 387-5602		
Mobile	(770) 606-6993		

#### Quote Information

Salesperson	Brittany Zeitler	Created Date	10/2/2020
Salesperson Email	<a href="mailto:bzeitler@wastequip.com">bzeitler@wastequip.com</a>	Expiration Date	10/16/2020
		Quote Number	WQ-10169909
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	---Body Color - (270) Brown ---Lid Color - (270) Brown ---Body Hot Stamp on Both Sides (Existing) in ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$44.86	\$27,992.64
Payment Terms	Net 30 Days if credit has been established	Subtotal			\$27,992.64
Shipping Terms	FOB Origin	Shipping			\$1,130.00
		Tax			\$0.00
		Grand Total			\$29,122.64

#### Additional Information

**Additional Terms** Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

**Additional Information** Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices,

Item # 10



841 Meacham Rd, Statesville, NC, 28677  
PHONE: 800-424-0422 FAX: 833-930-1124  
WQ-10169909

price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter’s Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 8-1-2020 through 10-31-2020. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
Fiber Service to Anheuser Busch**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	FiberCom
<b>Department Summary Recommendation:</b>	<p>FiberCom is finalizing a five-year agreement with Anheuser Busch located at 100 Busch Dr. to provide internet service to them. In order to serve them, FiberCom would like to hire NCI to bore and install fiber conduit to this customer location at a cost of \$62,914.65. There will also be some ancillary charges of approximately \$13,634.00 for materials and permitting with Georgia Power and the Bartow County Water Department. Anheuser Busch has agreed to pay \$15,000 over a 5-year term toward the capital cost of this fiber build.</p> <p>On completion of this build, we will be closer to the new development along Busch Dr. and it will allow for future expansions under I-75 for a completed fiber ring to the Highland 75 Corporate/Industrial Park.</p>
<b>City Manager's Remarks:</b>	<p>With the recent expansion of fiber services to Highland 75 Industrial Park, staff has been marketing to businesses in the area and Anheuser-Busch has accepted our offer to provide them with internet service. In order to serve them, we need to hire NCI to run fiber from the Highland 75 Industrial Park to their Cartersville Plant. I approve of these expenditures to provide internet service to Anheuser-Busch.</p>
<b>Financial/Budget Certification:</b>	<p>This is an unbudgeted item, but funds are available for the work to be done.</p>
<b>Legal:</b>	
<b>Associated Information:</b>	



September 15, 2020

Gatlin Pruitt  
 City of Cartersville  
 1 North Erwin Street  
 Cartersville, GA 30120

**Re: Anheuser-Busch Aerial/Underground Build**

Dear Mr. Pruitt,

Thank you for giving Network Cabling Infrastructures the opportunity to provide you with an **estimated** proposal for the new conduit pathway and fiber required for **Anheuser-Busch Plant, 100 Busch Dr NE, Cartersville, Ga.** The following proposal is based on the site visit performed on **9/14/2020**. Please take the time to review the below scope of work and feel free to contact me if you have any questions or concerns.

**SCOPE OF WORK**

**Outside Plant:**

- **Directional Bore (3) 1-1/4" Conduits**
- **Trench (3) 1-1/4" Conduits**
- **Build Aerial Pathway**
- **Add Handholes Where Designated**
- **Pull Fiber W/ #12 Tracer Wire**
- **Place Marker Poles**

**Permitting:**

- All City, County, and State permits shall be obtained and provided by the City of Cartersville.

- **Safety Standards:**

All NCI (Network Cabling Infrastructures, Inc.) on-site technicians shall be aware of, and strictly adhere to any and all safety requirements mandated by OSHA, General Contractor and any applicable governmental agency.

**Rock Adders:****Directional Drill w/Rock Head = \$23.00 per foot****Directional Drill w/Rock Hammer @ 10,000 PSI = 95.00 per foot****Rock excavation via open trench \$14.00 per foot****Rock excavation via open trench w/Rock Hammer = \$23.00 per foot****In the event a rock adder is applied the cost will be in addition to the agreed upon price per foot.****Assumption**

1. All material will be provided by the City of Cartersville.
2. Technicians will have free access to required work areas.
3. Engineered drawings and right of way boundaries will be provided by the City of Cartersville.
4. All rock adder charges, change orders, or additional work shall be discussed, and an agreement shall be signed before proceeding or invoicing.

<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Unit Cost</u>	<u>Unit</u>	<u>Total</u>
Trench (3) 1-1/4" HDPE	\$0	\$8.00	\$8.00	350'	\$2,800.00
Directional Bore (3) 1-1/4" HDPE	\$0	\$9.25	\$9.25	3,830'	\$35,427.50
Aerial Pathway	\$0	\$2.50	\$2.50	5,910'	\$14,775.00
24"X30"X24" Hand Holes	\$0	\$350.00	\$350.00	8	\$2,800.00
Pulling Fiber	\$0	\$0.78	\$0.78	5,235'	\$4,083.30
#12 Locate Wire	\$0	\$0.11	\$0.11	5,235'	\$575.85
Install 12"x12" NEMA	\$0	\$125.00	\$125.00	1	\$125.00
Private Locates	\$1,500.00	\$0.00	\$1,500.00	1	\$1,500.00
Marker Poles	\$0	\$21.00	\$21.00	12	252
Marker/Test Poles	\$0	\$32.00	\$32.00	0	\$0
Project Management	\$0	\$72.00	\$72.00	8	\$576.00
<b>Estimated Total:</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$62,914.65</b>

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title\_\_\_\_\_  
Print Name\_\_\_\_\_  
Date



NCI would like to thank you for this great opportunity,

Sincerely,  
Logan

Logan Ghorley  
Project Manager  
NCI (Network Cabling Infrastructures, LLC.)  
phone 770-495-0798 x 530  
fax 770-495-6220  
**email:** [logan.ghorley@ncicabling.com](mailto:logan.ghorley@ncicabling.com)





# City of Cartersville

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**City Council Meeting**  
**10/15/2020 7:00:00 PM**  
**Diversity Training Agreement with GMA**

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<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	One of the goals is to provide training for all city employees to assist them in their work environment. We have confirmed with GMA that they can provide all city employees with Diversity Training for a cost of \$6,000 and this is recommended for your approval.
<b>City Manager's Remarks:</b>	I recommend approval of this training for our employees.
<b>Financial/Budget Certification:</b>	This is an unbudgeted item.
<b>Legal:</b>	
<b>Associated Information:</b>	

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**AGREEMENT FOR GEORGIA MUNICIPAL ASSOCIATION, INC. TO PROVIDE  
CONSULTING SERVICES FOR CITY OF CARTERSVILLE**

**THIS AGREEMENT FOR CONSULTING SERVICES** (“Agreement”) is made and entered into by and between City of Cartersville, (“Cartersville”) and Georgia Municipal Association, Inc. ("GMA"), a private, nonprofit organization incorporated in the State of Georgia, located at 201 Pryor Street, S.W., Atlanta, Georgia, and is effective on the date when it is signed by both of them (the “Effective Date”).

**RECITALS**

WHEREAS, Cartersville has requested that GMA provide the services described in **Exhibit A**; and

WHEREAS, GMA and Cartersville (the "Parties") wish to enter into an Agreement pursuant to which GMA will provide the services described in **Exhibit A** ("Services") to Cartersville for the compensation set forth in **Exhibit A**.

WHEREAS, GMA may provide such Services directly or indirectly through a subcontracting arrangement;

THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMA and Cartersville (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows:

**1. Definitions**

“Confidential Information.” Confidential Information means all confidential and proprietary information of either party or any third party disclosed by one party to the other, which in the case of written information is marked “trade secret,” “confidential” or “proprietary”, and which in the case of information disclosed orally, is identified at the time of the disclosure as confidential or proprietary. All oral disclosures of Confidential Information to the other party will be summarized and confirmed as confidential or proprietary by the disclosing party in writing within ten (10) business days of the disclosure.

**2. Services and Compensation**

GMA will perform the services set forth in the attached **Exhibit A** for the compensation set forth in **Exhibit A**. **Exhibit A** is expressly incorporated in this Agreement as if fully restated. CARTERSVILLE shall facilitate GMAs delivery of the Services by providing to GMA any documents and information held by CARTERSVILLE that is necessary for GMAs performance of this agreement. The Services shall not include any legal or tax advice, and CARTERSVILLE shall not regard or treat the Services as containing any legal or tax advice.

### **3. Term**

This Agreement shall start on the Effective Date and shall end one day after the date of completion of the Services described in Exhibit A and payment of all compensation described in Exhibit A. If this Agreement has not been terminated and Services have not been completed or compensation has not been paid at the end of one year from the Effective Date, this Agreement shall automatically renew.

### **4. Ownership and Use of Work Product**

CARTERSVILLE shall retain ownership of all data and materials, and the intellectual property rights in that data, provided to GMA by CARTERSVILLE or its representatives. GMA provides similar consulting services for other Eligible Governments, and all of them benefit by GMA's ability to re-use and repurpose its intellectual property when providing such services. Unless otherwise stated in **Exhibit A**, GMA retains ownership of any intellectual property it develops in the performance of consulting services ("Work Product") and grants CARTERSVILLE a permanent, non-exclusive license to use the Work Product for its intended purpose. CARTERSVILLE shall not reference or distribute the Work Product without prior written consent of GMA or as required by law.

### **5. Confidential Information and Sensitive Personally Identifiable Information**

Each party must hold the other party's Confidential Information in confidence and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information.

These obligations do not apply to information which was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party, or is or becomes a matter of public knowledge through no fault of the recipient, or is rightfully received by the recipient from a third party without a duty of confidentiality, or is independently developed by the recipient without reliance on the Confidential Information, or is disclosed under operation of law, or is disclosed by the disclosing party to third parties habitually without restriction on subsequent disclosure.

The Parties may use and disclose Confidential Information for the purposes of performing services under this Agreement, exercising rights under this Agreement, and associated recordkeeping.

If GMA must create or obtain sensitive, personally identifiable information such as social security numbers, account numbers or payment method information in order to perform Services, GMA shall protect such information in accordance with applicable law and GMA's applicable information privacy and security policies.

If either Party receives a request for disclosure of the other Party's Confidential Information or sensitive personally identifiable information pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient of the open records request shall inform the other Party immediately and may make only disclosures required by law.

### **6. Hold Harmless**

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this Agreement. To the extent permitted by law, CARTERSVILLE holds harmless GMA for liability for the negligence or willful misconduct of CARTERSVILLE, its officers, agents, employees or subcontractors arising out of this Agreement. GMA holds harmless CARTERSVILLE for the negligence or willful misconduct of GMA, its officers, agents, employees or subcontractors arising out of this Agreement.

CARTERSVILLE affirms that it will arrange for a meeting space large enough for any visiting GMA/LGRMS Worker to remain 6 feet away from CARTERSVILLE personnel, if available. If such a meeting space is not available, CARTERSVILLE will notify the visiting GMA/LGRMS Worker before the meeting.

CARTERSVILLE affirms that all CARTERSVILLE personnel expected to attend a meeting with a GMA/LGRMS Worker will be required to wear a face covering over their mouth and nose at all times during the visit (while indoors.)

CARTERSVILLE affirms that all CARTERSVILLE personnel expected to attend the meeting with a GMA/LGRMS Worker will be required to remain 6 feet away from him or her during the entire visit.

CARTERSVILLE affirms that the city will provide any visiting GMA/LGRMS Worker a copy of its safety guidelines before the meeting.

CARTERSVILLE acknowledges that visiting GMA/LGRMS Workers have no obligation to enforce CARTERSVILLE's safety policy or remind attendees of CARTERSVILLE's safety policy during the meeting.

CARTERSVILLE acknowledges that visiting GMA/LGRMS Workers have no obligation to remind CARTERSVILLE personnel attending the meeting that they are required to maintain 6 feet of distance or wear face coverings over the nose and mouth.

CARTERSVILLE acknowledges that any meeting may be rescheduled, held remotely, or cut short with very little advance notice if necessary to support the safety of all attendees.

CARTERSVILLE acknowledges that to prevent transmission of COVID-19 and associated harm to GMA and its members, GMA has adopted policies based on current recommendations of public health experts. Until public health expert guidance no longer recommends such practices:

- All GMA/LGRMS staff are required to wear a face covering over the mouth and nose (while indoors) and practice social distancing (6 feet apart) while performing work for GMA or LGRMS or interacting with GMA customers.
- In-person trainings and member visits are only permitted if training attendees and CARTERSVILLE personnel participating in the visit also agree to wear face coverings indoors and practice social distancing.

CARTERSVILLE acknowledges that meeting in person during the COVID-19 pandemic poses a risk of COVID-19 exposure and transmission.

CARTERSVILLE expressly assumes this risk and affirms it will hold GMA, LGRMS, and their respective staff members harmless for any costs or other harm arising from such exposure or transmission.

GMA affirms that the GMA/LGRMS Worker will comply with CARTERSVILLE's safety guidelines during the visit.

## 7. Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the Parties agree to the following limitation of liability. CARTERSVILLE agrees that the aggregate limit of liability of GMA for any claims or damages arising from the Services provided under this Agreement shall be an amount equal to the fees paid to GMA pursuant to this Agreement. In no event shall either party, or its employees, officers, subcontractors or agents, be liable to the other for any incidental, consequential, or special damages for actions or omissions in providing services or otherwise complying with this Agreement.

## 8. Independent Contractor Relationship

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the Parties. Neither Party is an agent of the other Party for any purpose except as expressly stated in **Exhibit A**.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party. Notwithstanding the foregoing, GMA may serve as an agent of CARTERSVILLE to the extent set forth in **Exhibit A**.

## 9. Excused Performance

Neither GMA nor CARTERSVILLE shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which GMA is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by CARTERSVILLE, provided however, that GMA notifies CARTERSVILLE in writing within ten (10) business days of discovering such delays.

## 10. Termination

### a) Termination by GMA.

Termination for Cause. GMA shall have the right to terminate this Agreement: if CARTERSVILLE fails to make any payment of undisputed amounts or commits any other material breach of this Agreement and fails to cure such breach within 10 days after receiving written notice of the failure or other material breach and GMA's intention to terminate the Agreement unless cured.

Termination for Convenience. GMA may terminate this Agreement for convenience as follows:

GMA may terminate this Agreement with 30 days written notice to CARTERSVILLE.

### b) Termination by CARTERSVILLE.

Termination for Cause. CARTERSVILLE shall have the right to terminate this Agreement if GMA commits any material breach of this Agreement and fails to cure such breach within 10 days after receiving written notice of the

material breach and CARTERSVILLE's intention to terminate the Agreement unless cured.

Termination for Convenience. CARTERSVILLE may terminate this Agreement for convenience as follows:

CARTERSVILLE may terminate this Agreement with 30 days written notice to GMA.

c) Effect of Termination.

Upon termination of this agreement, GMA shall be entitled to payment for services rendered to CARTERSVILLE pursuant to this Agreement through the effective date of the termination.

After submission of any documentation to CARTERSVILLE's as required by the agreement, GMA shall be entitled to reimbursement for any expenses incurred on behalf of CARTERSVILLE.

d) Survival. The terms of the following Sections shall survive any termination of this Agreement.

Ownership and Use of Work Product

Confidential Information

Hold Harmless

Limitation of Liability

Miscellaneous (Records Maintenance, Retention and Audit, Notices, Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries)

## 11. Miscellaneous

a) Records Maintenance, Retention and Audit. GMA shall maintain all records pertaining to this Agreement for the later of three (3) years or the date set forth by the GMA Record Retention Policy. GMA's accounting procedures and practices shall conform to generally accepted accounting principles and the costs properly applicable to this Agreement shall be readily ascertainable from the records. Upon the request of GMA after reasonable notice to CARTERSVILLE, CARTERSVILLE shall make available to GMA such records as may be necessary to enable GMA to conduct an audit to assure that the appropriate fees have been paid to GMA.

b) Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempted assignment or delegation without such consent shall be void.

c) Subcontracting.

GMA may subcontract the performance of Services in whole or in part.

d) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.

- e) No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- f) Notices. All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

GMA:

Stan Brown, Consultant, Member Services  
 Georgia Municipal Association, Inc.  
 201 Pryor Street, SW  
 Atlanta, GA 30303-3606  
[sbrown@gacities.com](mailto:sbrown@gacities.com)  
 470-553-5248

CARTERSVILLE:

Mr. Dan Porta, City Manager, City of Cartersville  
 1 N. Erwin St, P.O Box 1390, Cartersville, Georgia 30120  
[dporta@cityofcartersville.org](mailto:dporta@cityofcartersville.org)  
 (770) 387-5672

- g) Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- h) Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in Fulton County, Georgia and the parties hereby consent to the jurisdiction of such court.

i) Dispute Resolution.

- i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.
- ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.

- j) No Third Party Beneficiaries. This Agreement is between GMA and CARTERSVILLE alone and neither intends there to be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services to CARTERSVILLE, GMA is not assuming any duty or obligation to any of CARTERSVILLE's residents, employees, vendors, clients, subcontractors or agents.

**In witness whereof**, the Parties have executed this Agreement and it is effective on the Effective Date.

**Georgia Municipal Association, Inc. (GMA)**

**City of Cartersville**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Reviewed by legal**  
**Emily Hirst**  
**10/7/2020**



## **Exhibit A -Services and Compensation**

**I. Scope of Services:** GMA Member Services Consultants will conduct on site Cultural Diversity Training (hereinafter referred to as "Training") for the City of Cartersville employees.

Training attendees will be selected and invited by the City of Cartersville Human Resources Department. GMA will provide each training attendee electronic copies of the presentation and associated handouts.

There will be ten (10), 3-hour training sessions held during the period of December 2020 through January 2021 (specific date to be agreed upon by GMA and the City of Cartersville).

Each participant who completes the training will receive a "Certificate of Attendance".

**II. Fees:** The fee for this engagement is \$6,000 (\$600 per session). The maximum number of attendees is 400 (40 per session). No refunds.

**III. Invoices:** Payment shall be due upon completion of the Training, but no later than January 31, 2021. GMA will send all invoices via email to April Tolbert, [atolbert@cityofcartersville.org](mailto:atolbert@cityofcartersville.org).

All payments to GMA pursuant to this agreement shall be made in accordance with payment arrangements agreed to by both Parties or sent with a copy of the invoice to:

GMA  
Attn: Finance  
PO Box 105377  
Atlanta, Ga 30348

**IV. Training Location and Set-Up:** The Training location and set up will be provided by the City of Cartersville. Location must conform to all CDC COVID-19 protocols and guidance.

**V. Course Description:**

### **Course Title**

Making Cultural Diversity Work

**Course Length**

3 hours

**Course Description**

Cultural diversity is essential because our county, states, cities, and organizations are comprised of individuals from various cultural, racial, and ethnic groups. As we work to improve relationships within our organizations and communities, we must learn how to facilitate conversations within our various groups that will lead to collaborative efforts to ensure efficient and effective government.

**Learning Objectives**

Upon completion of this course participants should:

- Identify how we are diverse
- Understand the challenges & opportunities of diversity and inclusion
- How to effectively communicate about sensitivity issues

**AGENDA:**

8:30 – 8:45	Welcome & Overview
8:45 – 9:00	<b>Understanding Diversity</b>
	<ul style="list-style-type: none"> <li>• Exercise</li> </ul>
9:00 – 10:15	<b>Diversity, Inclusion and Belonging</b>
	<ul style="list-style-type: none"> <li>• Define the topic of Diversity, Inclusion and Belonging.</li> <li>• Engage in conversations of unconscious Biases: Microaggressions.</li> <li>• Connect on a deeper level with colleagues and peers.</li> </ul>
10:15 - 10:30	Break
10:30 – 11:15	<b>Communication about Culturally Sensitive Issues</b>
	<ul style="list-style-type: none"> <li>• Principles for Culturally Sensitive Conversations             <ul style="list-style-type: none"> <li>○ Ground Rules for culturally sensitive conversations</li> <li>○ Focus on impact rather than intent</li> <li>○ Commit to a dialogue rather than debate</li> <li>○ Remember that words matter</li> <li>○ Use the Platinum rule</li> </ul> </li> </ul>
11:15 - 1130	Wrap-Up

## Instructors

GMA Staff

## VI. Safety Requirements for Course

### **Classroom Training Setting (For Member Visits involving Classroom Training or Training Presented by GMA)<sup>1</sup>**

- GMA staff are encouraged to use virtual training whenever possible.
- Venue must support 6-foot separation of attendees from other attendees and 12-foot separation between attendees and speaker.
- In-person training presented by GMA in conjunction with Carl Vinson Institute of Government must comply with requirements jointly established by GMA and CVIOG.
- Provide hand sanitizer at the registration table.
- Staff will post the attached document marked “Posting at Registration or Training Entry Area” at the entrance to the training facility (if allowed for venue) and/or room and/or hall, and where practicable, provide it as a downloadable handout prior to the training event.
- If there is a charge for training, refunds will be provided to those who are turned away at the door due to requirements.
- Training Requirement Communications suggestions:
  - Leadership video by GMA officers and senior leadership about these guidelines.
  - All requirements will be communicated to member employees when promoting training, registering for training, sending confirmation emails, and during registration.
  - Send the attached document to every attendee as part of the marketing of the event.
- Training Registration
  - All training registrations shall include a statement similar to the following: “Although GMA has taken steps recommended by public health experts for the reduction of transmission of COVID-19, GMA cannot guarantee that such steps will, in fact, prevent transmission at the event. Moreover, GMA cannot control whether attendees follow precautions and will not enforce rules for attendance in a manner that, in GMA’s sole opinion, disrupts training. Failure to comply with the rules for attending may result in exclusion from future training events. By registering for this training, you agree that you will not hold GMA, any GMA employee, or any other attendee of the training event responsible for any COVID-19 transmission that may occur at the event.”
  - Consider alternative registration methods that eliminate the need to stop at a registration table.
    - Digital check-in during the class
    - Self-print badges
    - Document registration and attendance electronically whenever possible, and without sharing any pens or papers with anyone.
  - The registration table shall be cleaned and disinfected prior to and after registration.
  - Plexiglass barrier shield may be used if available

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<sup>1</sup> These additional requirements are due to the number of individuals in an enclosed setting for long periods of time.



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
WPCP – Belt Filter Press Conveyor System Repair**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Water Department
<b>Department Summary Recommendation:</b>	<p>The Water Pollution Control Plant (WPCP) uses three (3) Ashbrook Simon-Hartley 2-meter belt filter presses (BFP) to dewater residual solids produced as a by-product of wastewater treatment. Presses 1 and 2 were installed in 1991 and Press 3 was installed in 2000. The dewatered solids are transferred from the Press Building into dump trailers by two (2) Serpentix Conveyor belts. Both belts are original equipment installed in 1991 and 2000.</p> <p>Recently the tensioning system began giving us trouble. The system is near the end of its adjustment due to stretching of the drive links in the belt. Per the manufacturer, belt links are 2-3/4 inches long when new. They recommend replacement of the belt when the links stretch to 3-0 inches. Our drive links are 3-1/4 inches.</p> <p>A quote for replacement conveyor belts and associated hardware was requested from Serpentix. They have provided the two attached quotes. This is a sole source item due to compatibility with the existing conveyor equipment. The total of both quotes is \$102,176.20. I recommend approval of this quote for replacement of both conveyor systems.</p>
<b>City Manager's Remarks:</b>	I recommend approval for the repair of the belt filter press conveyor system.
<b>Financial/Budget Certification:</b>	This is a budgeted item. All expenses related to the project will pass through account 505.3330.52.2361 Maintenance to WPCP.
<b>Legal:</b>	
<b>Associated Information:</b>	

**SERPENTIX. CONVEYOR CORP.**

11821 Huron Street  
Westminster, CO 80234 - USA  
303.430.8427 office

**Parts Quotation**

www.serpentix.com



Parts Quotation #. 4448 RevA

Date: Sep 24, 2020

**Bill To:**

CITY OF CARTERSVILLE  
ATTN. ACCOUNTS PAYABLE  
P.O. BOX 1390  
CARTERSVILLE, GA 30120  
U.S.A.

**Ship to:**

CITY OF CARTERSVILLE  
WASTEWATER TREATMENT PLANT  
102 WALNUT GROVE ROAD  
CARTERSVILLE, GA 30120  
U.S.A.

Sales Rep. PRINCIPLE ENVIRONMENTAL

Good Thru: 10/24/20

Customer ID 90450-I

Payment Terms Net 30 Days

Contact Person Bart Sears

Ship Via TRUCK FREIGHT, LTL

Phone Number 770-387-5816

Fax Number 770-606-2386

Item # 13

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
		20" SLUDGE CONV (CON-PE-1; SOUTH)			
9.00	i01050039C RevB	i CHAIN 4" x 10'-0" w/ SPLICE	ASSY	1,245.00	11,205.00
258.00	AFS012114	5/16"x1 1/4" HHCS SS	EACH	0.55	141.90
258.00	AFS012112	5/16"x1 1/2" HHCS SS	EACH	0.60	154.80
516.00	AFS402000	5/16" NYLOK NUT SS	EACH	0.45	232.20
774.00	H01010156A RevB	14GA BELT PAN WASHER x 1-3/4" LG. 304SS	EACH	0.95	735.30
1.00	AI01160153	Model-i Tension Station x 8'-10" (304SS)	ASSY	7,250.00	7,250.00
1.00	AI01150369D	I-DRIVE x 5'-0"-ASSEMBLY, FALK (304SS) - RH PIGGY BACK - 2HP GEN PURPOSE - 40 FPM   S180 CLUTCH	EACH	15,750.00	15,750.00
4.00	AI0135021B	I-20"TRK-SPL-SUPPORT	EACH	85.00	340.00
2.00	AI0110012B	I-SPLICE PLATE	EACH	20.00	40.00
12.00	AFS014112	1/2"x1 1/2" HHCS SS	EACH	1.10	13.20
12.00	AFS404000	1/2" NYLOK NUT SS	EACH	0.65	7.80
60.00	APIB38334	"I" BASE 3/8" x 3 3/4" - 6 SECTIONS @ 10'-0" LG (UNDRILLED)	FOOT	15.00	900.00

Please note: All credit card payments will incur a 3% processing fee.  
Thank you for your inquiry. If you have any questions, please give our parts department a call at 1-800-466-7979.

<b>Subtotal:</b>	<b>Sales Tax:</b>	<b>Total After Shipping:</b>
Continued	Continued	Continued

**SERPENTIX CONVEYOR CORP.**

11821 Huron Street  
Westminster, CO 80234 - USA  
303.430.8427 office

**Parts Quotation**



Parts Quotation #. 4448 RevA

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CITY OF CARTERSVILLE  
WASTEWATER TREATMENT PLANT  
102 WALNUT GROVE ROAD  
CARTERSVILLE, GA 30120  
U.S.A.

**Sales Rep.** PRINCIPLE ENVIRONMENTAL

**Good Thru:** 10/24/20

**Customer ID** 90450-I

**Payment Terms** Net 30 Days

**Contact Person** Bart Sears

**Ship Via** TRUCK FREIGHT, LTL

**Phone Number** 770-387-5816

**Fax Number** 770-606-2386

Item # 13

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
120.00	APIS1114	"1" SIDE 1" x 1 1/4" - 12 SECTIONS @ 10'-0" LG. (UNDRILLED)	FOOT	11.50	1,380.00
120.00	APIC581716	"1" CAP 5/8" x 1 7/16" - 12 SECTIONS @ 10'-0" LG. (UNDRILLED)	FOOT	13.50	1,620.00
200.00	AFS012234	5/16"x 2 3/4" HHCS SS	EACH	1.25	250.00
200.00	AFS402000	5/16" NYLOK NUT SS	EACH	0.45	90.00
200.00	AFS202000	5/16" PLAIN WASHER SS	EACH	0.15	30.00
1.00	FREIGHT	FLAT RATE FREIGHT CHARGES - TRUCK FREIGHT, LTL	LOT	3,295.00	3,295.00

Please note: All credit card payments will incur a 3% processing fee.  
Thank you for your inquiry. If you have any questions, please give our parts department a call at 1-800-466-7979.

<b>Subtotal:</b>	<b>Sales Tax:</b>	<b>Total After Shipping:</b>
43,435.20		\$ 43,435.20

**SERPENTIX. CONVEYOR CORP.**

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**Parts Quotation**

www.serpentix.com



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Good Thru: 10/24/20

Customer ID 90450-I

Payment Terms Net 30 Days

Contact Person Bart Sears

Ship Via TRUCK FREIGHT, LTL

Phone Number 770-387-5816

Fax Number 770-606-2386

Item # 13

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
		26" SLUDGE CONV (CON-PE-2; NORTH)			
12.00	i01050039C RevB	i CHAIN 4" x 10'-0" w/ SPLICE	ASSY	1,245.00	14,940.00
100.00	H01010122D	26" BELT PAN - MPR	EACH	68.75	6,875.00
720.00	AFS012114	5/16"x1 1/4" HHCS SS	EACH	0.55	396.00
360.00	AFS012112	5/16"x1 1/2" HHCS SS	EACH	0.60	216.00
1080.00	AFS402000	5/16" NYLOK NUT SS	EACH	0.45	486.00
1800.00	H01010156A RevB	14GA BELT PAN WASHER x 1-3/4" LG. 304SS	EACH	0.95	1,710.00
1.00	AI01160153	Model-i Tension Station x 8'-10" (304SS)	ASSY	7,250.00	7,250.00
1.00	AI01150369D	I-DRIVE x 5'-0"-ASSEMBLY, FALK (304SS) - RH PIGGY BACK - 2HP GEN PURPOSE - 40 FPM   S180 CLUTCH	EACH	15,750.00	15,750.00
4.00	AI0135021B	I-20"TRK-SPL-SUPPORT	EACH	85.00	340.00
2.00	AI0110012B	I-SPLICE PLATE	EACH	20.00	40.00
12.00	AFS014112	1/2"x1 1/2" HHCS SS	EACH	1.10	13.20
12.00	AFS404000	1/2" NYLOK NUT SS	EACH	0.65	7.80
100.00	APIB38334	"I" BASE 3/8" x 3 3/4"	FOOT	15.00	1,500.00

Please note: All credit card payments will incur a 3% processing fee.  
Thank you for your inquiry. If you have any questions, please give our parts department a call at 1-800-466-7979.

<b>Subtotal:</b>	<b>Sales Tax:</b>	<b>Total After Shipping:</b>
Continued	Continued	Continued

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**Sales Rep.** PRINCIPLE ENVIRONMENTAL

**Good Thru:** 10/24/20

**Customer ID** 90450-I

**Payment Terms** Net 30 Days

**Contact Person** Bart Sears

**Ship Via** TRUCK FREIGHT, LTL

**Phone Number** 770-387-5816

**Fax Number** 770-606-2386

Item # 13

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
200.00	APIS1114	- 10 SECTIONS @ 10'-0" LG (UNDRILLED) "I" SIDE 1" x 1 1/4"	FOOT	11.50	2,300.00
200.00	APIC581716	- 20 SECTIONS @ 10'-0" LG. (UNDRILLED) "I" CAP 5/8" x 1 7/16"	FOOT	13.50	2,700.00
320.00	AFS012234	5/16"x 2 3/4" HHCS SS	EACH	1.25	400.00
320.00	AFS402000	5/16" NYLOK NUT SS	EACH	0.45	144.00
320.00	AFS202000	5/16" PLAIN WASHER SS	EACH	0.15	48.00
1.00	FREIGHT	FLAT RATE FREIGHT CHARGES - TRUCK FREIGHT, LTL	LOT	3,625.00	3,625.00

Please note: All credit card payments will incur a 3% processing fee.  
Thank you for your inquiry. If you have any questions, please give our parts department a call at 1-800-466-7979.

<b>Subtotal:</b>	<b>Sales Tax:</b>	<b>Total After Shipping:</b>
58,741.00		\$ 58,741.00





# City of Cartersville

**City Council Meeting**  
**10/15/2020 7:00:00 PM**  
**Fairview Tank Exterior Painting – Engineering**

<b>SubCategory:</b>	Engineering Services
<b>Department Name:</b>	Water Department
<b>Department Summary Recommendation:</b>	<p>The Fairview Tank is a 5,000,000-gallon steel water storage tank constructed in 1968. The exterior coating has failed and needs to be replaced. Due to the date of construction, the tank has a lead based exterior paint that will require complete removal to bare metal along with full containment of the work area.</p> <p>Wiedeman and Singleton Engineering (WSE) was asked to provide a proposal to design the safe removal, disposal and recoating of the structure. Because of the lead, WSE will sample and produce a comprehensive report on the existing exterior coating. This report will be provided to prospective contractors who will be prequalified based on experience with lead based paint removal. WSE will evaluate all proposed containment, encapsulation and disposal methods and make a recommendation as to the best proposal for completion of the work. Additionally, WSE will provide project administration and inspection throughout the project.</p> <p>Their estimate for these services is \$63,515.00 (proposal attached). I recommend approval of this amount.</p>
<b>City Manager's Remarks:</b>	I recommend approval of this agreement with Wiedeman and Singleton Engineering.
<b>Financial/Budget Certification:</b>	This is a budgeted project with funding provided by the 2018 Water and Sewer Revenue Bonds. All expenses will pass through account 505.3320.54.3401 Fairview Tank Exterior Painting.
<b>Legal:</b>	
<b>Associated Information:</b>	

**WIEDEMAN AND SINGLETON, INC.**

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN  
 PETER JOHNS  
 CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE  
 SUITE 430  
 PEACHTREE CORNERS, GEORGIA 30071

PETER SNYDER  
 HAROLD WIEDEMAN

131 EAST MAIN STREET  
 SUITE 300  
 ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

October 5, 2020

Mr. Bob Jones  
 Director Water Department  
 Water Department  
 City of Cartersville  
 P.O. Box 1390  
 Cartersville, GA 30120

RE: City of Cartersville  
 Fairview Tank Painting Project  
 027-20-140

Dear Mr. Jones

We appreciate the opportunity to provide a proposal for engineering services to assist with painting the Fairview Tank.

The purpose of the project is to repaint the exterior of the tank. The tank exterior shows visible rust and needs to be repainted. Unfortunately, the tank exterior paint shows a high level of lead. Accordingly the tank exterior paint will need to be removed to bare metal and recoated. This will require containment of metals such as lead and chromium during paint removal; and disposal of the contaminated material in an environmentally responsible manner. The painting is also important, and following the tedious, correct painting procedures is vital for long term performance of the coating system.

We propose an engineering services budget of \$63,515 which will cover design, bidding and construction (field and office) services.

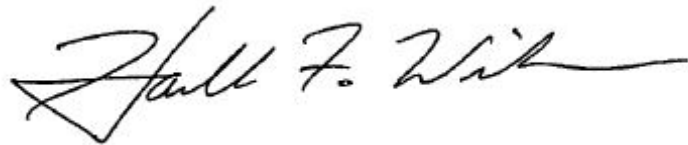
<b>Engineering Services Budget</b>	
Phase 1 – Design	\$22,170
Phase 2 – Bid	\$9,790
Phase 3 – Construction Services	\$31,555
<b>Total</b>	<b>\$63,515</b>

Bob Jones  
October 5, 2020  
Page 2

We have attached a more breakdown of the project budget. Our general contract terms and conditions will follow our existing contract with the City.

If this proposal is acceptable, please let us know at your earliest convenience and we will begin work immediately. We appreciate your consideration of our firm for these services. We look forward to working with you and your staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold F. Wiedeman". The signature is fluid and cursive, with a long horizontal stroke at the end.

WIEDEMAN AND SINGLETON, INC.

Harold F. Wiedeman  
President

EMAIL ONLY

## Scope of Services

### **Purpose**

The purpose of this project is to safely paint the exterior of the Fairview tank. The tank coating has failed; we do not believe that it would be prudent to overcoat the tank without removing the existing coating system.



The primary issue is that the paint samples taken from the exterior of the tank contain significant amounts of lead. This is a common issue for the exterior of steel water tanks or any large steel structure. It is uncommon for this to be an issue with the interior coat. The interior of the tank was blasted and recoated in 2006; there is no issue with exposure of water system customers from lead in the tank paint.

The removal of the existing coating system will require lead containment and disposal. We will start with a brief engineering technical memo. One of our engineers will examine the tank onsite and take samples for analysis. The samples will be analyzed by an outside laboratory.

**DESIGN**

We will write a technical memo which will examine the tank and the site and make specific recommendations for the tank coating work, containment and disposal. These recommendations will then be used to generate the contract documents for the project. We will review this memo with you and after we have obtained your concurrence with our recommendations, we will generate contract documents.

**BIDDING SERVICES**

After contract documents are generated, we will prequalify bidders. During construction we will provide part time inspection.

We will receive, log, and respond to questions from prospective bidders and suppliers during the bidding period. If a clarification of the plans and specifications is needed, all plan holders will be notified by addendum.

We will prepare and issue any necessary addenda. Addenda will be submitted to the City for approval prior to general distribution to plan holders.

We will attend the bid opening. All bids will be checked for accuracy and tabulated. The low bidder will be identified and references checked. A written recommendation for contract award will be provided to the City.

We will prepare copies of the contract for execution by the low bidder and the City. Changes and modifications addressed during the bid process via addenda will be incorporated into the specifications and details to produce a conformed set of construction documents.

**CONSTRUCTION PHASE SERVICES**

The Construction Project Manager for Wiedeman and Singleton will conduct and distribute minutes from a pre-construction meeting with the City and the Contractor.

All shop drawing submittals from the Contractor will be received, logged, and reviewed for general conformance with the requirements of the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precaution and programs incident thereto. Under normal circumstances, shop drawing turnaround will be within 21 days from receipt by our office. Complicated and more critical submittals such as major equipment and submittals, which require review from outside consultants, will generally be reviewed within 28 days from receipt by our office. Copies of approved shop drawings and associated correspondence will be provided to the Owner.

We will interpret contract documents and issue clarifications and, if necessary, prepare formal change orders for execution by the City and the Contractor. We will also assist the City in obtaining a fair and reasonable price for all deductive and additive items and recommend a course of action to be taken.

We will provide ongoing consultation during construction to resolve construction related issues and to render formal written decisions on all claims and disputes between the City and the Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents.

We will review Applications for Payment.

***Part time Resident Inspection***

For purposes of preparing this proposal we have assumed part-time resident inspection services will be required during the project. Wiedeman and Singleton will provide resident inspection at intervals appropriate to the various stages of construction in order to observe the progress and quality of the Work.

We have planned to provide part-time resident inspection to observe construction for a total of 168 hours. As necessary, the inspection hours will be distributed throughout the entire construction period for the tank.

We will conduct a final inspection of the work during which time deficiencies will be identified and a punch list prepared. Follow up inspections will also be performed to verify that corrective action has been taken. More specifically, we will perform the following tasks during the final inspection:

- Inspect the entire project to determine if any areas are not in conformance with the contract documents.
- Examine remedial work and determine if deficiencies are resolved and continue to re-examine as necessary.
- After all work is properly completed, then a recommendation for acceptance of the project and final payment will be made.



# Man-hour Planning Sheet

Client/Facility: City of Cartersville, Georgia  
 Project Title: Fairview Tank Painting Project  
 Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name	DESIGN SERVICES				Name of Team or Classification	
Work Task Number	002					
Notes:	Sub-tasks	LPE	PE	EIT	Total	
1. Assumes a 2 month duration of services	1.01 Report	4	36	12		52
	1.02 Prepare Documents	4	24	80		108
	1.03 Assist the Cy with permit and approval applications			2		2
	1.04 QA/QC Review	16		8		24
						0
						0
						0
						0
						0
						0
<b>Deliverables</b>						0
1. Contract Documents						0
2. Regulatory Notification						0
3. Updated Construction Costs						0
	<b>Total Hours Per Team Member</b>	24	60	102	0	
		<b>Total Planned Hours</b>				186
	<b>Total Hourly Rate Per Team Member</b>	\$175.00	\$130.00	\$85.00	\$83.00	
	<b>Total Cost Per Team Member</b>	\$4,200.00	\$7,800.00	\$8,670.00	\$0.00	
	<b>Direct Expenses</b>	\$1,500.00				
				<b>Total Package Cost</b>		<b>\$22,170</b>

# Man-hour Planning Sheet

Client/Facility: City of Cartersville, Georgia  
 Project Title: Fairview Tank Painting Project  
 Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name		BID PHASE SERVICES				
Work Task Number		002				
		Name of Team or Classification				
Notes:	Sub-tasks	LPE	PE	EIT	Total	
1. Assumes a 2 month duration of services	2.01 Assist w/ Solicitation of Bids			4	4	
	2.02 Bidder Pre Qualification	2	8	12	22	
	2.03 Respond to Questions from Contractors	2	8	12	22	
	2.04 Issue Addenda as Required	1	8	12	21	
	2.05 Attend Bid Opening and Provide a Tabulation of Bids	3	3	6	12	
	2.06 Prepare Contract Documents			12	12	
					0	
					0	
					0	
					0	
<b>Deliverables</b>					0	
1. Prepare & Issue Addenda					0	
2. Bidder Pre Qualification					0	
3. Prepare Bid Tabulation					0	
4. Recommendation Letter					0	
5. Prepare Contract Documents					0	
<b>Total Hours Per Team Member</b>		6	27	58	0	
		<b>Total Planned Hours</b>			93	
<b>Total Hourly Rate Per Team Member</b>		\$175.00	\$130.00	\$85.00		
<b>Total Cost Per Team Member</b>		\$1,050.00	\$3,510.00	\$4,930.00	\$0.00	
<b>Direct Expenses</b>		\$300.00				
				<b>Total Package Cost</b>	<b>\$9,790</b>	



# Man-hour Planning Sheet

Client/Facility: City of Cartersville, Georgia  
 Project Title: Fairview Tank Painting Project  
 Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name		CONSTRUCTION PHASE SERVICES				
Work Task Number		003				
Notes:	Sub-tasks	Name of Team or Classification				Total
		LPE	PE	EIT/INSP		
1. Assumes a 4 month total duration of services.	3.01 Conduct Preconstruction Conference	2	2	4		8
	3.02 Review Shop Drawings & Submittals	2	8	60		70
	3.03 Evaluate Requests For Changes & Information	2	2	9		13
	3.04 Assist In Interpreting Contract Documents	4	4	12		20
	3.05 Review Applications for Payment		4	16		20
	3.06 Provide Part-Time Construction Inspection		48	120		168
	3.07 Conduct a Final Inspection		4	4		8
<b>Deliverables</b>						
1. Review Shop Drawings 2. Prepare Change Orders 3. Log & Distribute RFIs 4. Preconstruction Conference Minutes 5. Final Inspection Reports						
	<b>Total Hours Per Team Member</b>	10	72	225	0	
		<b>Total Planned Hours</b>				307
	<b>Total Hourly Rate Per Team Member</b>	\$175.00	\$130.00	\$85.00		
	<b>Total Cost Per Team Member</b>	\$1,750.00	\$9,360.00	\$19,125.00	\$0.00	
	<b>Direct Expenses</b>	\$1,320.00				<b>Total Package \$31,555</b>

Mileage Expense \$1,320.00



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
Third payment for 50 (Model X26P) Tasers**

<b>SubCategory:</b>	Bid Award/Purchases										
<b>Department Name:</b>	Police										
<b>Department Summary Recommendation:</b>	<p>On August 8, 2018, the P.D. purchased 50 Taser Model #X26P (electronic control weapons). This purchase was for replacement of our current Tasers at the time which were not supported by Taser any longer.</p> <p>Taser is sole source item and the price is as follows:</p> <p>50 Tasers, holsters, cartridges, and down load kit - \$70,800.00</p> <p>Taser has a payment plan for five years and it is as follows:</p> <table border="0"> <tr> <td>Year 1 (2018/2019)</td> <td>\$14,800.00</td> </tr> <tr> <td>Year 2 (2019/2020)</td> <td>\$14,000.00</td> </tr> <tr> <td>Year 3 (2020/2021)</td> <td>\$14,000.00</td> </tr> <tr> <td>Year 4 (2021/2022)</td> <td>\$14,000.00</td> </tr> <tr> <td>Year 5 (2022/2023)</td> <td>\$14,000.00</td> </tr> </table> <p>Total \$70,800.00</p> <p>We are using a payment plan and I am requesting to pay Taser (Axon) \$14,000.00 this fiscal year. We will be using federal asset forfeiture funds to purchase these items. The E-Verify and E-Save documents have been submitted to the police department and are on file.</p>	Year 1 (2018/2019)	\$14,800.00	Year 2 (2019/2020)	\$14,000.00	Year 3 (2020/2021)	\$14,000.00	Year 4 (2021/2022)	\$14,000.00	Year 5 (2022/2023)	\$14,000.00
Year 1 (2018/2019)	\$14,800.00										
Year 2 (2019/2020)	\$14,000.00										
Year 3 (2020/2021)	\$14,000.00										
Year 4 (2021/2022)	\$14,000.00										
Year 5 (2022/2023)	\$14,000.00										
<b>City Manager's Remarks:</b>	I recommend approval for the payment of these tasers.										
<b>Financial/Budget Certification:</b>	This is a budgeted item.										
<b>Legal:</b>											
<b>Associated Information:</b>											



# City of Cartersville

P O L I C E      D E P A R T M E N T

## Memorandum

**To** : Dan Porta, City Manager  
**From** : Chief Frank L. McCann  
**Date** : October 5, 2020  
**Ref** : Third payment for 50 Taser (Axon) model #X26P which we received in August 2018.

---

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

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

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

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

Year 1 (2018/2019)	\$14,800.00
Year 2 (2019/2020)	\$14,000.00
<b>Year 3 (2020/2021)</b>	<b>\$14,000.00</b>
Year 4 (2021/2022)	\$14,000.00
Year 5 (2022/2023)	\$14,000.00
<b>Total</b>	<b>\$70,800.00</b>

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





Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: (480) 991-0797  
 Fax: (480) 991-0791  
 AR@axon.com  
 www.axon.com

# Invoice

Invoice No SI-1683457  
 Invoice Date 16-Sep-20  
 Payment Term Net 30  
 Payment Due Date 16-Oct-20  
 Sales Order SO200609630  
 Customer account 135653  
 Purchase Order YEAR 3 BILLING  
 Customer reference

**BILL TO:**

CARTERSVILLE POLICE DEPT  
 195 CASPER RD  
 CARTERSVILLE, GA 30120  
 USA

**SHIP TO:**

CARTERSVILLE POLICE DEPT  
 195 CASPER RD  
 CARTERSVILLE, GA 30120  
 USA

Item number	Description	Quantity	Unit price	[USD]Amount
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	50	280.00	14,000.00

Invoice Total	14,000.00
Shipping	0.00
Sales Tax	0.00
Total	14,000.00
Amount Received	0.00
<b>BALANCE DUE</b>	<b>USD 14,000.00</b>

Please see <https://www.axon.com/legal/sales-terms-and-conditions> for all sales terms and conditions



Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
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 Ph: (480) 991-0797  
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 Invoice Date 16-Sep-20  
 Payment Term Net 30  
 Payment Due Date 16-Oct-20  
 Sales Order SO200609630  
 Customer account 135653  
 Purchase Order YEAR 3 BILLING  
 Customer reference

**RETURN THIS PORTION WITH YOUR PAYMENT**

CARTERSVILLE POLICE DEPT  
 195 CASPER RD  
 CARTERSVILLE, GA 30120  
 USA

BALANCE DUE 14,000.00  
 Currency USD

**For ACH Payments:(Preferred Method)**

Account Name	Axon Enterprise, Inc.
Account Number	634912729
Bank Routing/Transit	122100024
Reference Number	SI-1683457

**For Wire Transfers:**

Beneficiary	Axon Enterprise, Inc.
Account Number	634912729
Bank Routing/Transit	021000021
SWIFT Code	CHASUS33
Reference Number	SI-1683457

**For Lockbox Payments Mail To:**

Axon Enterprise, Inc.	
PO BOX 29661	
DEPARTMENT 2018	
PHOENIX, AZ 85038-9661	
Reference Number	SI-1683457

Please reference the invoice number on your ACH, Wire or Check payment

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

*C. Police*  
 SEP 28 2020

*The rest of this page is internally for bank*

<b>APPROVED</b>		DATE APPROVED
POLICE DEPT		DEPT HEAD
CHARGE ACCOUNT(S)		CITY MGR
200-2100-53-1130	AMOUNT	
100-2100-	14,000.00	
Tasca Payment		
-108		
<i>[Signature]</i>	TOTAL	14,000.00



# City of Cartersville

**City Council Meeting**  
**10/15/2020 7:00:00 PM**  
**2011 Chevrolet 1500 4X4 Seized Vehicle**

<b>SubCategory:</b>	Auction
<b>Department Name:</b>	Police
<b>Department Summary Recommendation:</b>	Approximately 18 months ago, one of our Investigators assigned to the DEA Task Force seized a 2011 Chevrolet 1500 4X4, pursuant to a multi-state methamphetamine investigation. The vehicle was forfeited to the City of Cartersville and must be auctioned off within 90 days and 90% of the proceeds will be awarded to the City of Cartersville. I am requesting that the council approve the surplus of this forfeited vehicle.
<b>City Manager's Remarks:</b>	I approve of the surplus of this seized asset via GovDeals.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	



# City of Cartersville

P O L I C E      D E P A R T M E N T

## Memorandum

**To** : Dan Porta, City Manager  
**From** : Chief Frank L. McCann  
**Date** : October 8, 2020  
**Ref** : 2011 Chevrolet 1500 4X4 seized vehicle

---

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






# City of Cartersville

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120  
 Telephone: 770-387-5616 • Fax: 770-386-5841 • www.cityofcartersville.org

## City of Cartersville - Fixed Assets

<b>Department:</b>	POLICE		<b>Fixed Asset Account :</b>	<b>No.</b>		
				<b>Descript.</b>	2011 Chevrolet 4X4 pickup truck	
<b>Date of Purchase:</b>	10-08-2020					
<b>Equipment Description:</b> <i>( In Laymen Terms )</i>	2011 Chevrolet 4X4 pickup truck					
<b>VIN. No. or Serial No:</b>	3GCPKSE30BG366241			<b>Model No.</b>		
<b>Estimated Useful Life:</b>	FIVE YEARS		<b>Primary Driver</b> <i>(If a Vehicle) :</i>			
	195 CASSVILLE ROAD CARTERSVILLE, GA			<b>Dept Asset ID No.:</b>		
<b>Depart. Head Signature</b>				<b>Date:</b>	10-8-2020	
<b>Cost of Equipment:</b>	(INCLUDE ORIGINAL COST, SHIPPING CHARGES, LICENSING, TAGS, ETC.)					
Vendor	Mfg Name	INVOICE DATE	INVOICE NO.	Equipment Description	Model or Serial No.	Cost (\$)
Bartow County Superior Court	Chevrolet	10-08-2020	SUCV20200000152	2011 Chevrolet 4X4 pickup truck		0
						0
						0
						0
						0
						0
						0
						0
<b>TOTAL COST OF FIXED ASSET:</b> . . . . .						\$ 0

This form is to be submitted with the vendor's invoice(s).

Item # 16

This **FORM** needs to be complete and descriptive as possible to avoid having the Finance Department contact you with additional questions.

Fixed Asset items are Capital Purchases whose individual cost is \$1,000.00 or more.



## Georgia Department of Revenue - Motor Vehicle Division

### Certification of Inspection by a Duly Constituted Georgia Law Enforcement Officer



This form must be completed by a Georgia law enforcement officer, then submitted to the county tag office by the vehicle owner. Please refer to <https://dor.georgia.gov> to locate the county tag office in your county of residence.

**Purpose of this form:** This form is to be used by a Georgia law enforcement officer to certify inspection of a motor vehicle, motorcycle or scooter.  
**Completing this form:** This form must be completed in its entirety, legibly printed in blue or black ink. **Any correction or alteration will void this form.**  
**Section A:** Record the vehicle inspection information.  
**Section B:** Record the full legal name, driver's license number, mailing address and telephone number of the vehicle owner.  
**Section C:** Complete the law enforcement officer's certification with signature and date.

A VEHICLE INSPECTION																				
Year: <input style="width: 80%;" type="text" value="2011"/>	Make: <input style="width: 80%;" type="text" value="CHEVY"/>																			
Body Style: <input style="width: 80%;" type="text" value="TRUCK"/>	Model: <input style="width: 80%;" type="text" value="1500"/>																			
Color: <input style="width: 80%;" type="text" value="BLK"/>																				
Public Vehicle Identification No. (PVIN): Visible through windshield: <input type="checkbox"/> Yes <input type="checkbox"/> No	<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td>3</td><td>G</td><td>C</td><td>P</td><td>K</td><td>S</td><td>E</td><td>3</td><td>0</td><td>B</td><td>G</td><td>3</td><td>6</td><td>6</td><td>2</td><td>4</td><td>1</td><td></td><td></td> </tr> </table>	3	G	C	P	K	S	E	3	0	B	G	3	6	6	2	4	1		
3	G	C	P	K	S	E	3	0	B	G	3	6	6	2	4	1				
Federal Motor Vehicle Safety Label: Location: _____	<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td>3</td><td>G</td><td>C</td><td>P</td><td>K</td><td>S</td><td>E</td><td>3</td><td>0</td><td>B</td><td>G</td><td>3</td><td>6</td><td>6</td><td>2</td><td>4</td><td>1</td><td></td><td></td> </tr> </table>	3	G	C	P	K	S	E	3	0	B	G	3	6	6	2	4	1		
3	G	C	P	K	S	E	3	0	B	G	3	6	6	2	4	1				
Public Vehicle Identification No. (PVIN) Plate / Label Attachment: Check applicable box.	Supporting Documentation Establishing Ownership of the Applicant: Check applicable box.																			
<input checked="" type="checkbox"/> Rosette Rivets <input type="checkbox"/> Adhesive <input type="checkbox"/> Screws <input type="checkbox"/> Missing / Not Visible	<input type="checkbox"/> Certificate of Title <input type="checkbox"/> Vehicle Registration Card / Notice <input type="checkbox"/> Manufacturer's Statement of Origin																			
Describe condition: <u>GOOD</u>	If no Certificate of Title or Vehicle Registration Card, describe documents presented: _____ _____																			
Has the manufacturer affixed a National Highway Transportation Safety Administration (NHTSA) label certifying the vehicle, motorcycle or scooter conforms to applicable U.S. Federal Motor Vehicle Safety Standards (FMVSS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
B OWNER INFORMATION																				
Vehicle Owner's Full Legal Name: <input style="width: 80%;" type="text"/>	Driver's License No.: <input style="width: 80%;" type="text"/>																			
Mailing Address: <input style="width: 80%;" type="text"/>																				
City: <input style="width: 80%;" type="text"/>	State: <input style="width: 80%;" type="text"/>																			
ZIP Code: <input style="width: 80%;" type="text"/>	Telephone No.: <input style="width: 80%;" type="text"/>																			
C CERTIFICATION OF LAW ENFORCEMENT OFFICER																				
Law Enforcement Officer's Name: <input style="width: 80%;" type="text" value="RETH, M. J."/>																				
Badge No.: <input style="width: 80%;" type="text" value="1101"/>	Official Title / Rank: <input style="width: 80%;" type="text" value="OFFICER"/>																			
Law Enforcement Agency's Name: <input style="width: 80%;" type="text" value="CARTERSVILLE POLICE DEPARTMENT"/>																				
Telephone No.: <input style="width: 80%;" type="text" value="770-382-2526"/>																				
Mailing Address: <input style="width: 80%;" type="text" value="195 CASSVILLE RD"/>																				
City: <input style="width: 80%;" type="text" value="CARTERSVILLE"/>	State: <input style="width: 80%;" type="text" value="GA"/>																			
ZIP Code: <input style="width: 80%;" type="text" value="30120"/>	County: <input style="width: 80%;" type="text" value="BARTOW"/>																			
GCIC/NCIC Response to Stolen Inquiry: <input style="width: 80%;" type="text" value="NOT STOLEN 20201008 09:03:35"/>																				
Date: <input style="width: 80%;" type="text" value="10/08/20"/>	Time: <input style="width: 80%;" type="text" value="0903"/>																			
The signature of the duly constituted law enforcement officer examining this vehicle certifies that said officer completed this form and conducted an inquiry on the Georgia Crime Information Center's (GCIC) and/or National Crime Information Center's (NCIC) stolen vehicle files to establish the status of this vehicle under the penalty of false swearing (O.C.G.A. § 16-10-71).																				
Law Enforcement Officer's Signature: <input style="width: 80%;" type="text"/>	Date: <input style="width: 80%;" type="text" value="10/08/20"/>																			
Item # 16																				

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
BARTOW COUNTY, GEORGIA  
**SUCV2020000152**

OCT 07, 2020 10:55 AM

IN THE SUPERIOR COURT OF BARTOW COUNTY  
STATE OF GEORGIA

Civil Forfeiture Action Number *Scoggins*

Melba Scoggins, Clerk  
Bartow County, Georgia

State of Georgia,  
Plaintiff,  
vs.

**SUCV2020000152**

- (1) 2011 Chevrolet vehicle, value \$16,000.00,  
VIN: 3GCPKSE30BG366241,
  - (2) American Tactical hand gun value \$380.00,  
SN: TB102226,
  - (3) American Tactical rifle value \$450.00,  
SN: MSA037915,
  - (4) DTI rifle value \$700.00,  
SN: 8189534,
- Defendants in rem.

Court's O.C.G.A. § 9-16-19 (f) Order of Distribution of Defendants in rem  
Properties with Directive for Auction Sale of Vehicle Property

The Court in the above-styled Forfeiture Action, per the provisions O.C.G.A. § 9-16-19 (f) et seq., having received and reviewed the State Attorney's Submitted Proposed Order of Distributions of the above-styled, and described, Defendants in rem **Item (1) 2011 Chevrolet vehicle, and Items (2) through (4) handgun and rifles properties, GRANTS SAME, adopting and making as the Court's Order of Distributions, the distributions of same in rem Item (1) 2011 Chevrolet vehicle, and Items (2) through (4) handgun and rifles properties, with Directive for Vehicle Auction Sale of Item (1) 2011 Chevrolet vehicle, as outlined above in the State Attorney's Submitted Proposed Order of Distributions.**

SO ORDERED, Day 6<sup>th</sup> of October, 2020.

*[Signature]*  
\_\_\_\_\_  
Jeffrey A. Watkins  
Judge, Superior Courts  
Cherokee Judicial Circuit  
State of Georgia

Georgia, Bartow County  
I certify that the foregoing is a true and exact copy of the original which appears of record in this office  
In witness whereof, I have this 8 day of Oct  
20 20 affixed my seal and signature.

*[Signature]*  
\_\_\_\_\_  
Clerk/Deputy Clerk  
Bartow Superior Court  
4 pages

CaPD # 2019-00038793  
Dodd et al

ORIGINAL

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
BARTOW COUNTY, GEORGIA  
**SUCV2020000152**

IN THE SUPERIOR COURT OF BARTOW COUNTY  
STATE OF GEORGIA

OCT 07, 2020 12:54 PM

State of Georgia,  
Plaintiff,

Civil Forfeiture Action Number *Loggins*

Melba Scoggins, Clerk  
Bartow County, Georgia

vs.

**SUCV2020000152**

- (1) 2011 Chevrolet vehicle, value \$16,000.00,  
VIN: 3GCPKSE30BG366241,
  - (2) American Tactical hand gun value \$380.00,  
SN: TB102226,
  - (3) American Tactical rifle value \$450.00,  
SN: MSA037915,
  - (4) DTI rifle value \$700.00,  
SN: 8189534,
- Defendants in rem.

Notification of Court's Order of Distribution Within Completion Timeframe(s)  
of in rem Property to the Below Entity Responsible for Effectuating Same

**Frank McCann, Chief**  
City of Cartersville Police Department (CPD)  
Forfeiture Action #: SUCV2020000152  
BCDTF Case #: 2019-00038793  
(1) Def: Katelyn Chantel Dodd  
(2) Def: James Eric Hodge  
(3) Def: Robert Lee Smith  
(4) Def: Joshua T. Gregory

**Forfeited Property:**  
(1) 2011 Chevrolet vehicle value \$16K  
(2) American Tactical handgun value \$380.00  
(3) American Tactical rifle value \$450.00  
(4) DTI rifle value \$700.00

As required by the provisions of OCGA § 9-16-19 (f) (1), this **Notification document** is provided in the above-styled Forfeiture Action, to the above **law enforcement entity and designated officer**, held by the **Court** with the responsibility of effectuating **Distribution Transfers of in rem property within Completion Time Frame(s) Ordered by the Court**. Copies of the **Court's Order of Distribution(s)** along with other concerned **Forfeiture Documents**, are being sent by a **separate email communique with attachments this day**, and if not **timely received** = the above

CaPD # **2019-00038793**  
Dodd et al

(1) of (2)

**ORIGINAL** Item # 16

SUCV2020001008

designated officer should contact and advise Chief ADA Mickey Thacker immediately of same failure.

Below is a Quick Summary = of the various **Distribution Transfers** of the Defendant in rem property addressed in the **Court's Order of Distribution**, that may contain error(s) = so = Always Read and Be Guided by the actual **Distribution** and other documents that you'll be receiving by email communique, that states

(A)

Court's Directive Order for Vehicle Auction Sale (VAS), of Item (2) 2011 Chevy  
Complete the tasks of **First: Completion of Auction Sale**; and **Second: Depositing Auction Sale Proceeds And Written Summary Provided State Attorney**.

Court Ordered Completion Time Frame(s) of Vehicle Auction Sale (VAS)

The above (VAS) **First, Second, And Written Summary Provided State Attorney** tasks, shall ALL = be completed on or before Day 05 of January, 2021 = Ninety (90) days from the issuance of the **Court's Directive Order for Vehicle Auction Sale**.


(B)

Court Ordered in rem Items (2) through (4) handgun and rifles Distributions  
By O.C.G.A. § 9-16-19 (f) (4) (A) (i) "In Kind" Distribution to the City of Cartersville Police Department.

Court Ordered Completion Time Frame(s) of handgun and rifles Distributions

Shall be completed on or before Day 06 of November, 2020 = Thirty (30) days from the issuance of the **Court's Order of Distribution Transfers**.

Day 07 of October, 2020.

  
Mickey Ray Thacker, GBN: 703050  
Chief Assistant District Attorney  
Cherokee Judicial Circuit

CaPD # 2019-00038793  
Dodd et al

(2) of (2)

ORIGINAL  
Item # 16

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
BARTOW COUNTY, GEORGIA  
**SUCV2020000152**

IN THE SUPERIOR COURT OF BARTOW COUNTY  
STATE OF GEORGIA

OCT 07, 2020 12:56 PM

State of Georgia,  
Plaintiff,

Civil Forfeiture Action Number 152

vs.

(1) 2011 Chevrolet vehicle, et al,  
Defendants in rem.

**SUCV2020000152**

Melba Scroggins, Clerk  
Bartow County, Georgia

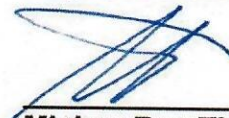
Certificate of Service  
to the Entity Responsible for Effectuating Distribution Transfer(s)

I certify in the above-styled Civil Forfeiture Action, that I have on the below signed date, provided by e-mail communicate with attachments, true and correct copies of the Court's Order of Distribution(s), along with other concerned Forfeiture Documents, to the Entity and Authorized Office, responsible for effectuating the Distribution Transfer(s) within Court Specified Completion Timeframe(s) of the below described forfeited property, to wit:

Frank McCann, Chief  
City of Cartersville Police Department (CPD)  
Forfeiture Action #: SUCV2020000152  
BCDTF Case #: 2019-00038793  
(1) Def: Katelyn Chantel Dodd  
(2) Def: James Eric Hodge  
(3) Def: Robert Lee Smith  
(4) Def: Joshua T. Gregory

Forfeited Property:  
(1) 2011 Chevrolet vehicle value \$16K  
(2) American Tactical handgun value \$380.00  
(3) American Tactical rifle value \$450.00  
(4) DTI rifle value \$700.00

Day 07 of October, 2020.



Mickey Ray Thacker  
Chief Assistant District Attorney  
Cherokee Judicial Circuit  
State of Georgia

CaPD # 2019-00038793  
Dodd et al

(1) of (1)

**ORIGINAL**

GREGORY, JOSHUA  
80 TIM FROST RD  
MONTICELLO KY 42633

RO INFO



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
Letter of Engagement for FY 2020 Audit**

<b>SubCategory:</b>	Other
<b>Department Name:</b>	Finance
<b>Department Summary Recommendation:</b>	<p>The auditor's engagement letter is attached for your review. In years past, the city attorney has asked that the mayor be authorized to sign it along with the city manager and finance director. The engagement letter spells out the understanding of the services to be provided by the city's audit firm, Mauldin and Jenkins, LLC. It also lists the responsibilities of the city's management with respect to the documents that the city will provide to the audit firm along with the documents that the audit firm will complete. It further spells out the procedures that will be used to audit the city's accounting information, the city's internal controls, and any dispute resolutions. Finally, it mentions the agreed upon price of \$59,000 to be paid by the city for the FY 2020 audit to be completed. This is done on an annual basis and is standard to the auditing practice.</p> <p>I recommend the authorization for the mayor, city manager, and finance director to sign the FY 2020 audit engagement letter for Mauldin and Jenkins, LLC as submitted.</p>
<b>City Manager's Remarks:</b>	I recommend approval for the Mayor, City Manager and Finance Director to sign this letter.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	





August 10, 2020

Honorable Mayor and Members of the  
City Council  
City of Cartersville, Georgia  
P.O. Box 1390  
Cartersville, Georgia 30120

Attn: Thomas Rhinehart, Finance Director

We are pleased to confirm our understanding of the services we are to provide the City of Cartersville, Georgia (the City) for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Cartersville, Georgia as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the City's Net Pension Liability and Related Ratios.
3. Schedule of City Contributions – Pension Plan.
4. Schedule of Changes in the City's Net OPEB Liability and Related Ratios.
5. Schedule of City Contributions – OPEB Plan.
6. Schedule of Pension Investment Returns.

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We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, we have no responsibility for determining whether such other information is properly stated, and our auditor's report will not provide an opinion or any assurance on that information:

1. Introductory section
2. Statistical section

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Cartersville, Georgia and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Members of the City Council for the City of Cartersville, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, and that the report is an integral part of an audit

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performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that

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the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and,

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Accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Cartersville, Georgia's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Cartersville, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 21, 2020 and to issue our reports no later than December 31, 2020. Christopher McKellar is the engagement director and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$59,000 for the year ended June 30, 2020. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses, and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Cartersville, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Christopher McKellar

RESPONSE:

This letter correctly sets forth the understanding of the City of Cartersville, Georgia.

By: \_\_\_\_\_

Title: \_\_\_\_\_



# City of Cartersville

**City Council Meeting  
10/15/2020 7:00:00 PM  
Letter of Engagement for FY2020 MEAG Questionnaire**

<b>SubCategory:</b>	Other
<b>Department Name:</b>	Finance
<b>Department Summary Recommendation:</b>	<p>The engagement letter from Mauldin and Jenkins, LLC regarding their services for completing the annual MEAG questionnaire is attached for your review. The MEAG questionnaire is an annual document required by MEAG that the city completes part and the auditor's complete part. The questionnaire gives MEAG an objective view that the city is following GASB standards and that the city's electric fund financial statements are accurately presented. In years past, the audit firm didn't supply the city with an engagement letter for the completion of the MEAG questionnaire. The letter spells out what the city is responsible for and what the audit firm is responsible for. There is a charge for this service that is outside of the audit fees. Mauldin and Jenkins, LLC charges an hourly rate for their work.</p> <p>I recommend the authorization for the mayor, city manager, and finance director to sign the engagement letter for Mauldin and Jenkins, LLC as submitted.</p>
<b>City Manager's Remarks:</b>	I recommend approval for the Mayor, City Manager and Finance Director to sign this letter.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	





August 10, 2020

Honorable Mayor and Members of the  
City Council  
City of Cartersville, Georgia  
P.O. Box 1390  
Cartersville, Georgia 30120

Attn: Thomas Rhinehart, Finance Director

This letter is to explain our understanding of the arrangements regarding our engagement to examine management's assertion that the City of Cartersville, Georgia complied with the requirement to prepare the Municipal Electric Authority of Georgia Questionnaire in accordance with the instructions provided by the Municipal Electric Authority of Georgia (MEAG) during the year ended June 30, 2020, in accordance with auditing standards established by the American Institute of Certified Public Accountants. We ask that you either confirm or amend this understanding.

As you know, management is responsible for (1) identifying applicable compliance requirements, (2) establishing and maintaining effective internal control over compliance with the MEAG questionnaire, (3) evaluating and monitoring the City of Cartersville, Georgia's compliance with the MEAG Questionnaire, and providing us with a written assertion thereon, (4) specifying reports that satisfy legal, regulatory or contractual requirements and (5) making all records and related information available to us. Our responsibility will be to express an opinion on management's assertion about the City of Cartersville's compliance based on our examination. At the conclusion of our engagement, we will request certain written representations from management of the City of Cartersville, Georgia about the City of Cartersville, Georgia's compliance with the MEAG questionnaire and matters related thereto.

If circumstances arise relating to the condition of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the subject matter because of error or fraud which in our professional judgment prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

The City of Cartersville, Georgia hereby indemnifies Mauldin & Jenkins, LLC and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City of Cartersville, Georgia's management, regardless of whether such person was acting in the City of Cartersville, Georgia's interest. This indemnification will survive termination of this letter.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency or other regulatory body. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Our invoices will be rendered as work progresses and are payable upon presentation.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

It is agreed by the City of Cartersville, Georgia and Mauldin & Jenkins, LLC or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Cartersville, Georgia shall be asserted more than two years after the date of the last examination report issued by Mauldin & Jenkins, LLC.

This letter constitutes the complete and exclusive statement of agreement between Mauldin & Jenkins, LLC and the City of Cartersville, Georgia superseding all other communications oral or written with respect to the terms of the engagement between the parties.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Christopher A. McKellar

Confirmed on behalf of the addressee:

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# City of Cartersville

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**City Council Meeting  
10/15/2020 7:00:00 PM  
August 2020 Financial Report**

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<b>SubCategory:</b>	Monthly Financial Statement
<b>Department Name:</b>	Finance
<b>Department Summary Recommendation:</b>	Attached are the August 2020 financial reports.
<b>City Manager's Remarks:</b>	Tom R. will present this information.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

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## MONTHLY SUMMARY

As of August 31, 2020

	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	100.00% OF BUDGET (Year to Date)
	MONTH OF August-19	MONTH OF August-20	Year to Date August-19	Year to Date August-20	
<i>GENERAL FUND excluding SPLUST, DDA &amp; School System Property Tax Revenue &amp; Expenditures</i>					
REVENUE	\$1,820,394	\$1,633,286	\$5,068,602	\$2,975,843	11.31%
EXPENDITURE	\$2,543,294	\$1,988,926	\$4,535,542	\$4,707,870	17.89%
Gen. Fund Net Profit (Loss)	<b>(\$722,900)</b>	<b>(\$355,640)</b>	<b>\$533,060</b>	<b>(\$1,732,027)</b>	
<i>WATER &amp; SEWER</i>					
REVENUE	\$2,113,341	\$2,008,479	\$4,238,276	\$4,035,262	9.72%
EXPENDITURE	\$1,928,920	\$2,545,791	\$3,163,574	\$3,937,799	9.49%
Wtr. & Swr. Fund Net Profit (Loss)	<b>\$184,421</b>	<b>(\$537,312)</b>	<b>\$1,074,702</b>	<b>\$97,463</b>	
<i>As of August 31, 2020, a total of \$1,564,454 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
<i>GAS</i>					
REVENUE	\$1,295,942	\$1,125,900	\$2,809,867	\$2,342,994	8.97%
EXPENDITURES	\$1,693,660	\$1,355,576	\$3,048,737	\$2,601,041	9.96%
Gas Fund Net Profit (Loss)	<b>(\$397,718)</b>	<b>(\$229,676)</b>	<b>(\$238,870)</b>	<b>(\$258,047)</b>	
<i>ELECTRIC</i>					
REVENUE	\$4,842,657	\$4,902,781	\$9,230,960	\$9,228,379	18.93%
EXPENDITURES	\$4,125,543	\$4,142,745	\$7,993,848	\$8,067,808	16.55%
Electric Fund Net Profit (Loss)	<b>\$717,114</b>	<b>\$760,036</b>	<b>\$1,237,112</b>	<b>\$1,160,571</b>	
<i>STORMWATER</i>					
REVENUE	\$128,019	\$127,955	\$258,696	\$256,179	16.06%
EXPENDITURE	\$121,432	\$118,974	\$213,105	\$251,403	15.76%
Stormwater Fund Net Profit (Loss)	<b>\$6,587</b>	<b>\$8,981</b>	<b>\$45,591</b>	<b>\$4,776</b>	
<i>SOLID WASTE</i>					
REVENUE	\$233,478	\$239,831	\$467,222	\$478,885	15.14%
EXPENDITURE	\$245,380	\$184,216	\$394,148	\$405,042	12.80%
Solid Waste Fund Net Profit (Loss)	<b>(\$11,902)</b>	<b>\$55,615</b>	<b>\$73,074</b>	<b>\$73,843</b>	
<i>FIBER OPTICS</i>					
REVENUE	\$183,847	\$197,871	\$372,908	\$397,318	16.89%
EXPENDITURE	\$150,178	\$107,822	\$230,367	\$210,932	8.97%
Fiber Fund Net Profit (Loss)	<b>\$33,669</b>	<b>\$90,049</b>	<b>\$142,541</b>	<b>\$186,386</b>	

	Description	8/31/2020	FY 2021 Budget	% of Monthly Totals to Budget
<b>General Fund</b>	<b>Total Revenues</b>	<b>\$2,975,845</b>	<b>\$26,310,555</b>	<b>11.31%</b>
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$102,327	\$4,112,040	2.49%
	Local Option Sales Tax (LOST)	\$832,061	\$3,720,000	22.37%
	Other Taxes	\$907,840	\$8,479,415	10.71%
	Building Permit & Inspection Fees	\$52,296	\$350,000	14.94%
	Fines and Forfeitures	\$32,862	\$300,000	10.95%
	Operating Transfers In-City Utilities	\$570,031	\$3,559,675	16.01%
	Other Revenues	\$478,428	\$5,254,980	9.10%
	Use of Reserves	\$0	\$534,445	0.00%
	<b>Total Expenditures</b>	<b>\$4,707,870</b>	<b>\$26,310,555</b>	<b>17.89%</b>
	Personnel Expenses	\$3,630,859	\$18,363,075	19.77%
	Operating Expenses	\$963,086	\$7,317,780	13.16%
	Capital Expenses	\$0	\$174,000	0.00%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
Library Appropriations	\$113,925	\$455,700	25.00%	
<b>Water &amp; Sewer Fund</b>	<b>Total Revenues</b>	<b>\$4,035,262</b>	<b>\$41,505,895</b>	<b>9.72%</b>
	Water Sales	\$2,434,137	\$11,325,000	21.49%
	Sewer Sales	\$1,356,758	\$6,470,165	20.97%
	Bond Proceeds		\$0	#DIV/0!
	Use of Reserves		\$22,525,000	0.00%
	Prior Year Capacity Fees		\$550,000	0.00%
	Other Revenues	\$244,367	\$635,730	38.44%
	<b>Total Expenditures</b>	<b>\$3,937,799</b>	<b>\$41,505,895</b>	<b>9.49%</b>
	Personnel Expenses	\$762,057	\$4,107,855	18.55%
	Operating Expenses	\$428,720	\$4,964,740	8.64%
	Capital Expenses	\$1,865	\$4,120,000	0.05%
Capital Expenses (Bond Funds)	\$1,564,454	\$22,525,000	6.95%	
Transfer To General Fund	\$368,240	\$2,170,705	16.96%	
Debt Payments	\$812,463	\$3,617,595	22.46%	
<b>Gas Fund</b>	<b>Total Revenues</b>	<b>\$2,342,994</b>	<b>\$26,114,640</b>	<b>8.97%</b>
	Gas Sales	\$1,963,615	\$23,959,715	8.20%
	Gas Commodity Charge	\$241,064	\$1,481,255	16.27%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$138,315	\$612,260	22.59%
	Use of Reserves	\$0	\$61,410	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$2,601,041</b>	<b>\$26,114,640</b>	<b>9.96%</b>
	Personnel Expenses	\$437,337	\$2,426,775	18.02%
	Operating Expenses	\$148,714	\$1,797,440	8.27%
Purchase of Natural Gas	\$1,400,631	\$16,076,325	8.71%	
Transfer to General Fund	\$534,684	\$3,208,105	16.67%	
Debt Service	\$0	\$775,765	0.00%	
Capital Expenses	\$79,675	\$1,830,230	4.35%	

	Description	8/31/2020	FY 2021 Budget	% of Monthly Totals to Budget
Electric Fund	<b>Total Revenues</b>	<b>\$9,228,379</b>	<b>\$48,746,650</b>	<b>18.93%</b>
	Electric Sales	\$9,007,201	\$47,222,600	19.07%
	Other Revenues	\$221,178	\$1,524,050	14.51%
	<b>Total Expenses</b>	<b>\$8,067,808</b>	<b>\$48,746,650</b>	<b>16.55%</b>
	Personnel Expenses	\$495,746	\$2,525,705	19.63%
	Operating Expenses	\$165,807	\$1,623,775	10.21%
	Purchase of Electricity	\$6,868,189	\$40,367,945	17.01%
	Capital Expenses	\$71,320	\$1,428,750	4.99%
	Transfer to General Fund	\$466,746	\$2,800,475	16.67%
Stormwater Fund	<b>Total Revenues</b>	<b>\$256,179</b>	<b>\$1,595,000</b>	<b>16.06%</b>
	Stormwater Revenues	\$253,567	\$1,514,000	16.75%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$2,612	\$81,000	3.22%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$251,403</b>	<b>\$1,595,000</b>	<b>15.76%</b>
	Personnel Expenses	\$160,103	\$767,100	20.87%
Operating Expenses	\$91,300	\$652,245	14.00%	
Capital Expenses	\$0	\$175,655	0.00%	
Solid Waste Fund	<b>Total Revenues</b>	<b>\$478,884</b>	<b>\$3,163,700</b>	<b>15.14%</b>
	Refuse Collections Revenues	\$469,253	\$2,833,200	16.56%
	Other Revenues	\$9,631	\$50,500	19.07%
	Proceeds From Capital Leases	\$0	\$280,000	0.00%
	<b>Total Expenses</b>	<b>\$405,042</b>	<b>\$3,163,700</b>	<b>12.80%</b>
	Personnel Expenses	\$252,727	\$1,322,515	19.11%
	Operating Expenses	\$152,315	\$1,561,185	9.76%
	Capital Expenses	\$0	\$280,000	0.00%
Fiber Optics Fund	<b>Total Revenues</b>	<b>\$397,318</b>	<b>\$2,352,000</b>	<b>16.89%</b>
	Fiber Optics Revenues	\$370,252	\$2,152,800	17.20%
	GIS Revenues	\$18,700	\$113,200	16.52%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$8,366	\$86,000	9.73%
	<b>Total Expenses</b>	<b>\$210,932</b>	<b>\$2,352,000</b>	<b>8.97%</b>
	Personnel Expenses	\$135,530	\$737,550	18.38%
	Operating Expenses	\$41,001	\$829,730	4.94%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
Debt Payment	\$1,363	\$15,370	0.00%	
Capital Expenses	\$8,966	\$624,920	1.43%	
Transfers to General Fund	\$24,072	\$144,430	16.67%	

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				
Total Restricted Cash Balance	\$165,806,299.30	\$168,774,052.32	\$170,785,489.30				
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 August 2020:

Unrestricted cash decreased due to decreases in the General, Water, Gas, Insurance, and Garage Funds. The decrease was offset slightly by an increase in the Electric, Stormwater, Solid Waste, and Fiber Funds.

Restricted cash increased due to increases in the Motor Vehicle Tax, GO Parks & Recreation, SPLOST 2020, Debt Service, Hotel-Motel Tax, SPLOST 2003, and Pension Funds.





# City of Cartersville

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**City Council Meeting**  
**10/15/2020 7:00:00 PM**  
**Downtown Entertainment District**

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<b>SubCategory:</b>	Discussion
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	This is a discussion item to gather citizen input on the possibility of a Downtown Entertainment District.
<b>City Manager's Remarks:</b>	No Council vote will be taken on this agenda item.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

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# City of Cartersville

**City Council Meeting**  
**10/15/2020 7:00:00 PM**  
**AZ20-04 175 E. Main St.**

<b>SubCategory:</b>	Public Hearing - 2nd Reading of Zoning/Annexation Requests
<b>Department Name:</b>	Planning and Development
<b>Department Summary Recommendation:</b>	<p>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.</p> <p>Planning Commission recommends approval, 4-1.</p>
<b>City Manager's Remarks:</b>	<p>This is a zoning request from General Commercial to Multi-Family Residential for property near the Kroger development. Planning Commission recommended your approval. This is the second public hearing.</p>
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

## **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:** 4<sup>th</sup>    **Section:** 3<sup>rd</sup>    **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.

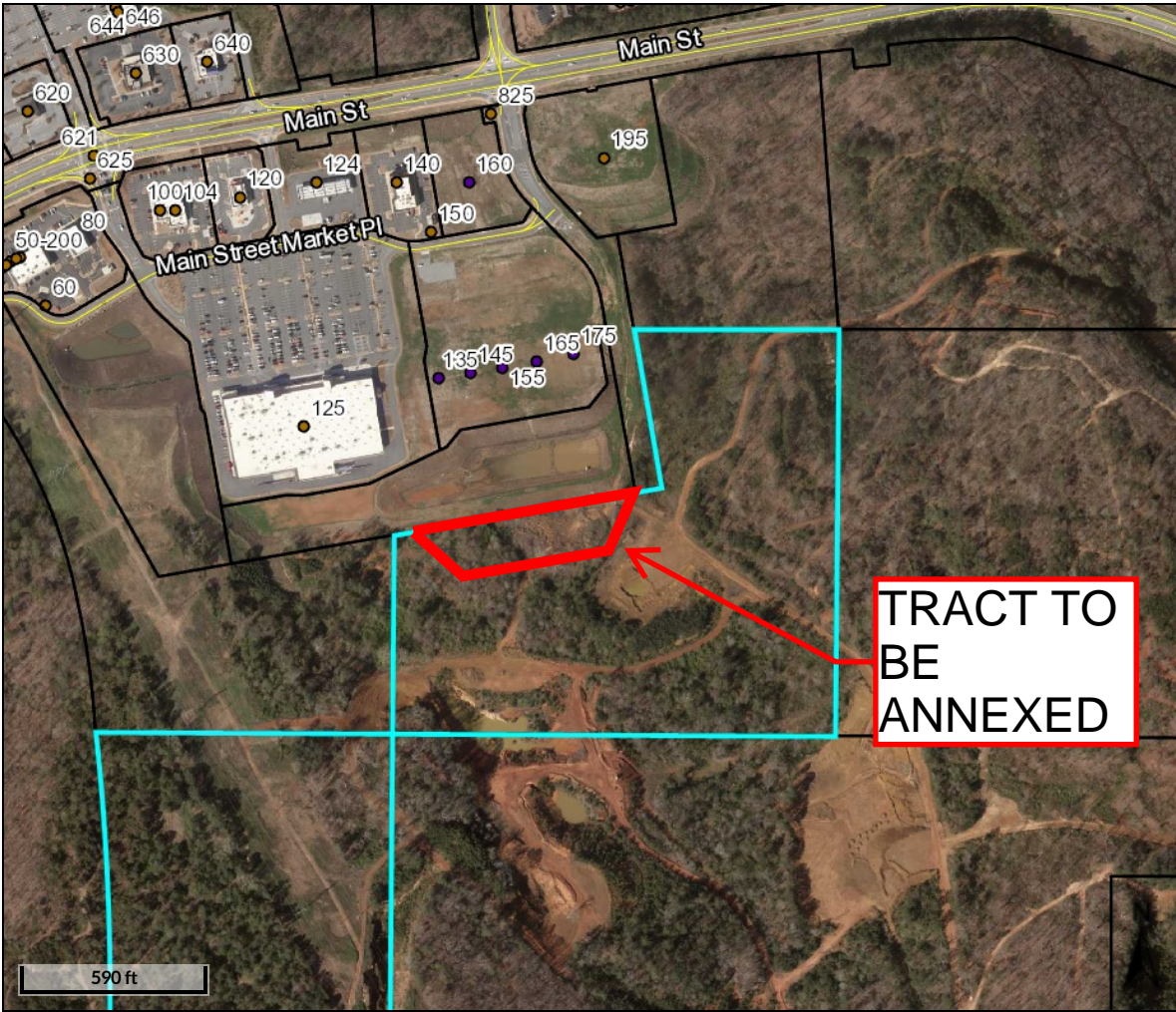
## **STANDARDS FOR EXERCISE OF ZONING POWERS.**

- 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.**

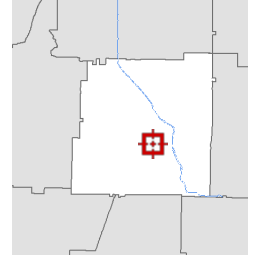
**STAFF RECOMMENDATION:** *Staff recommends approval pending approval of Z20-03*

**PLANNING COMMISSION RECOMMENDATION:**







Recommends approval, 4-1.



**Overview**



**Legend**

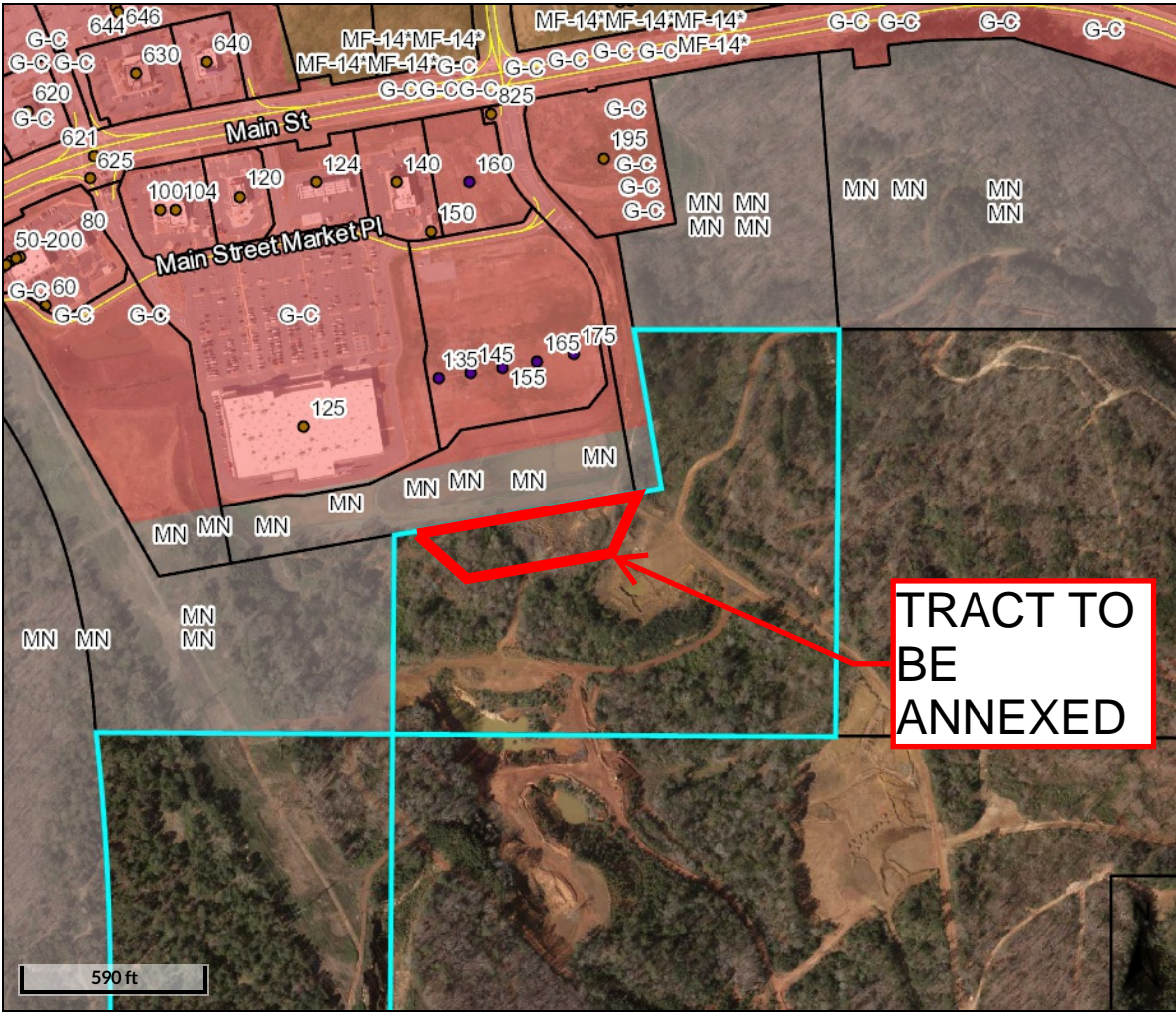
-  Parcels
- Structural Numbers**
-  <all other values>
-  Abandoned or Inactive
-  Active
-  Proposed
-  Roads

**TRACT TO BE ANNEXED**

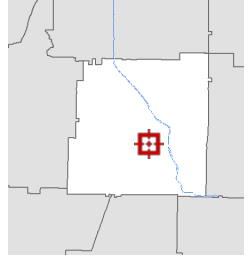
<b>Parcel ID</b>	0077-0459-001	<b>Alternate ID</b>	19414	<b>Owner Address</b>	FORTY ONE CONNECTOR LTD
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Industrial		PO BOX 1708
<b>Property Address</b>	OLD RIVER RD	<b>Acreage</b>	128.66		CARTERSVILLE GA 30120
	Bartow County				
<b>District</b>	Bartow County				
<b>Brief Tax Description</b>	LAND LOTS 405,459,476-478 7.338AC TO C 107-000				
	<i>(Note: Not to be used on legal documents)</i>				

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

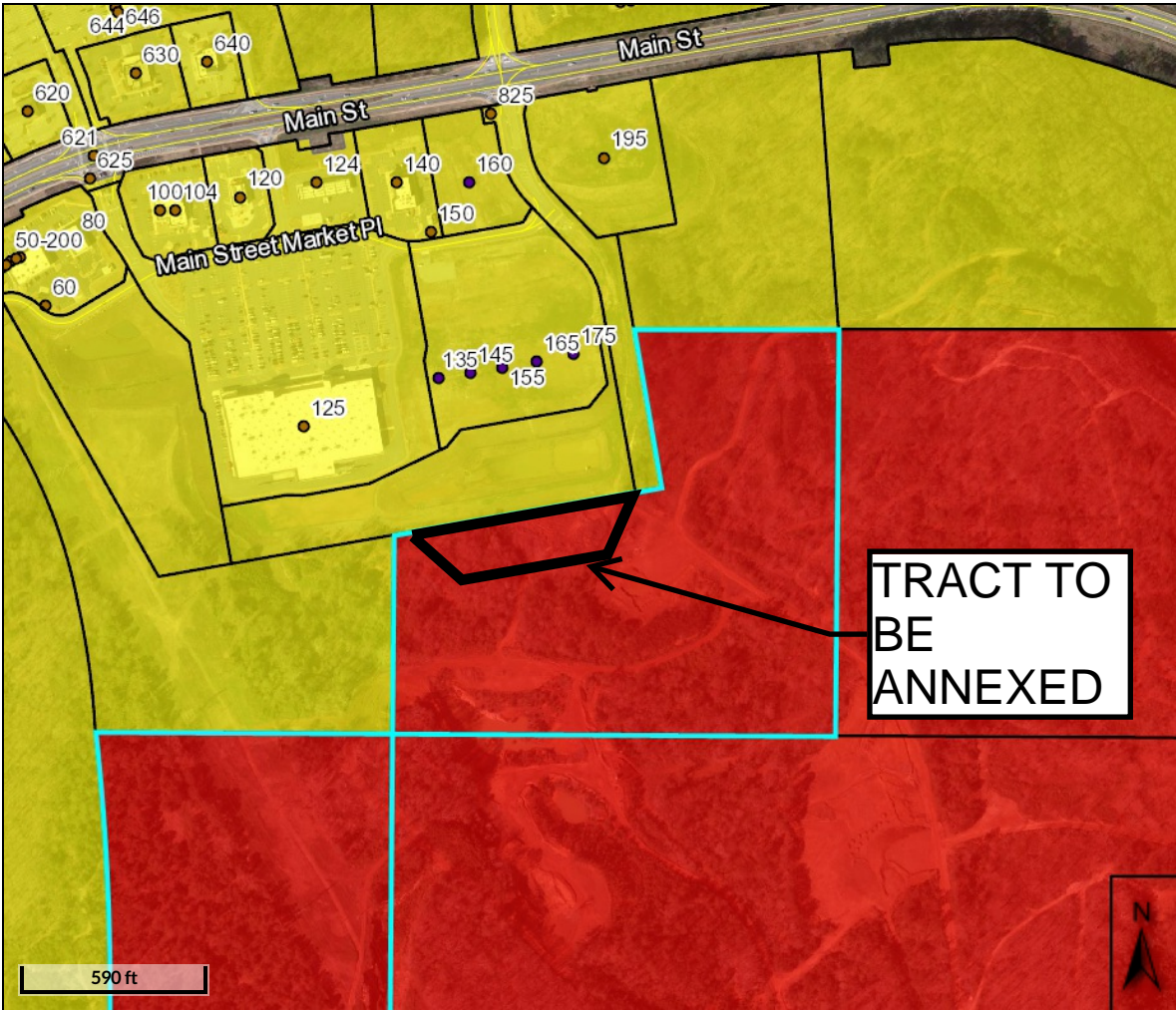
Developed by 



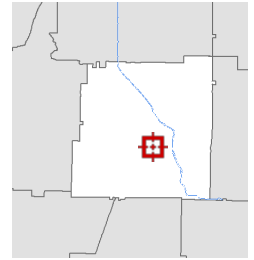
Overview























**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
-  OI (wC)

Item # 21

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.



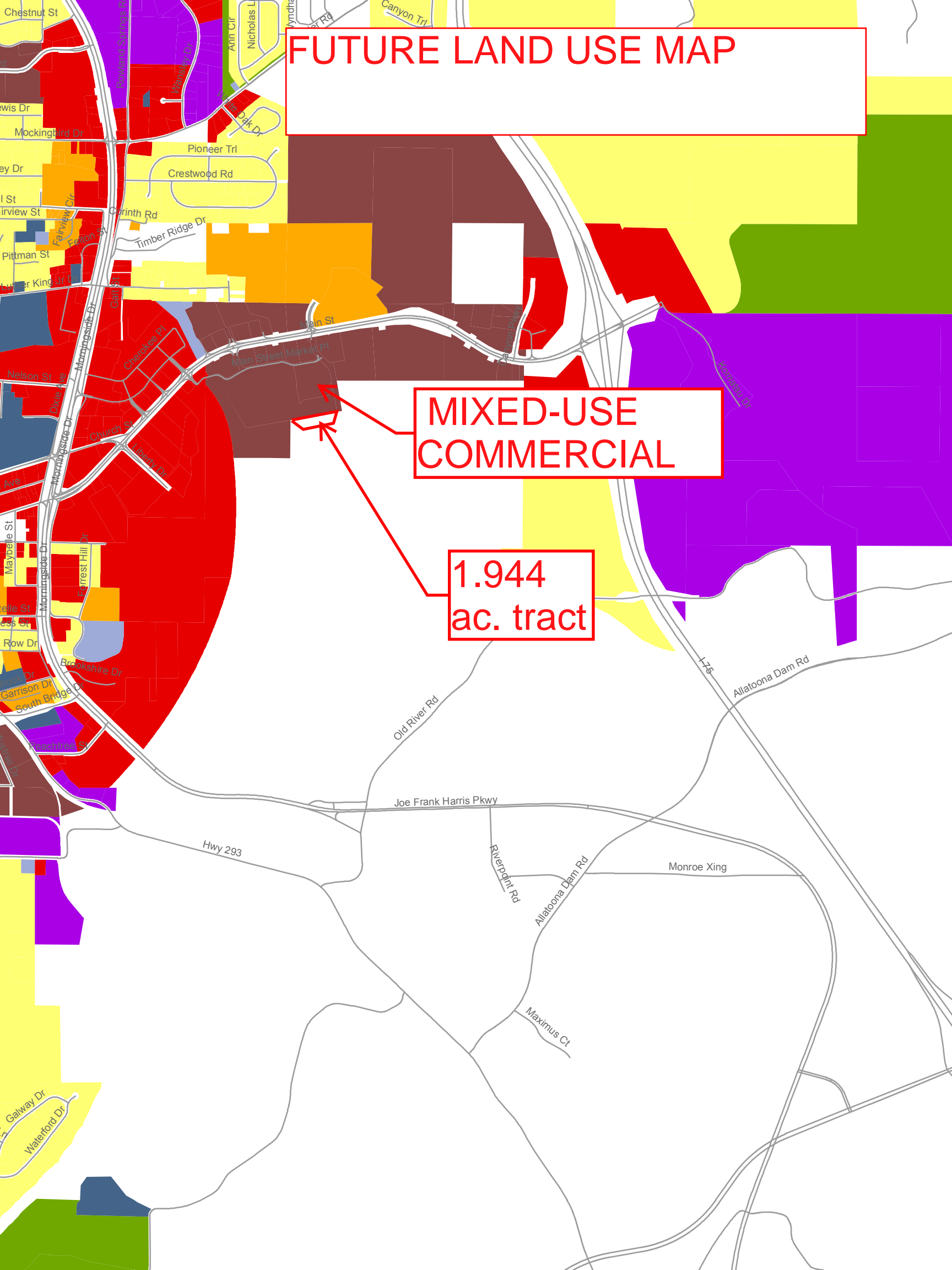
office, or school. Land use within the Lake Allatoona-Glade Road Urban Redevelopment Area includes mixed use commercial areas encouraging balanced growth.



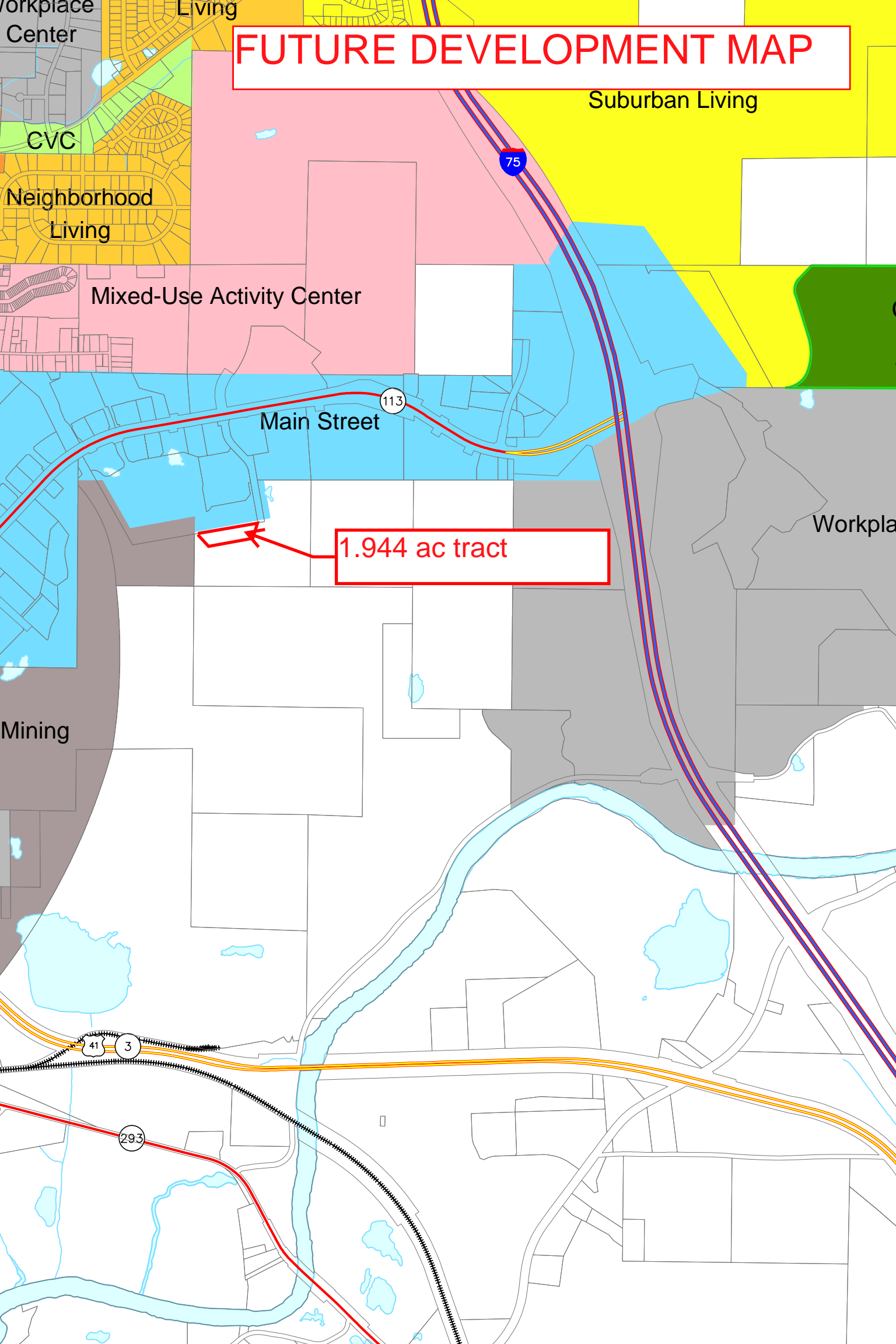
# FUTURE LAND USE MAP

MIXED-USE  
COMMERCIAL

1.944  
ac. tract



# FUTURE DEVELOPMENT MAP



Suburban Living

CVC

Neighborhood Living

Mixed-Use Activity Center

Main Street

113

75

Workplace

1.944 ac tract

Mining

41

3

293

**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 11<sup>th</sup> 5:30pm    1<sup>st</sup> City Council Aug 20<sup>th</sup> 7:00pm    2<sup>nd</sup> City Council Sept 3<sup>rd</sup> 7:00pm

**Cherokee Main Street III, LLC**  
By: Etowah Investors, LLC, its Managing Member  
Robert H. Ledbetter, Jr., its Manager

Applicant Robert H. Ledbetter, Jr. (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:  
[Signature]  
Notary Public

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

Item # 21

**South of Main, LLC**  
By: Definger Management Company, Inc., its Manager  
Kena R. Butler, its President

\* Titleholder Kena R. Butler (titleholder's printed name)    Phone 770-386-3954

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

Signature Kena R. Butler

Signed, sealed, delivered in presence of:  
Mary E. Keith  
Notary Public

**MARY E KEITH**  
NOTARY PUBLIC  
BARTOW COUNTY, GEORGIA  
APRIL 21, 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) # <u>0077-0459-001</u>	Voting Ward(s) <u>1</u>
Current Land Use <u>Undeveloped</u>	Current Zoning <u>Mining (County)</u>
Proposed Land Use <u>Apartments</u>	Proposed Zoning <u>MF-14</u>
Number of Dwelling Units <u>200</u>	Number of Occupants <u>315*</u>
Owner Occupied? Yes _____ No <u>X</u>	
Number of School-aged Children <u>20*</u>	Grade Level(s) of School-aged Children <u>K-8*</u>
School(s) to be attended: <u>Cartersville, Elementary, Middle, and High School</u>	
<b>* numbers of residents and school-aged children is a projected number based on similar apartment development</b>	
<b>Current Utility Service Providers (Check Service provider or list if Other)</b>	
Water: <u>X</u> City _____ County _____ Well/ Other _____	
Sewer: <u>X</u> City _____ County _____ Septic/ Other _____	
Natural Gas: <u>X</u> City _____ Other (List) _____	
Electricity: <u>X</u> 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	_____	✓

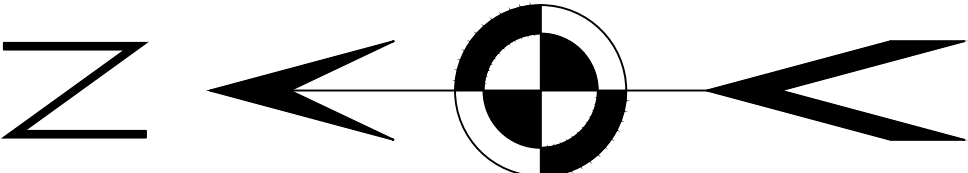
2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

\_\_\_\_\_

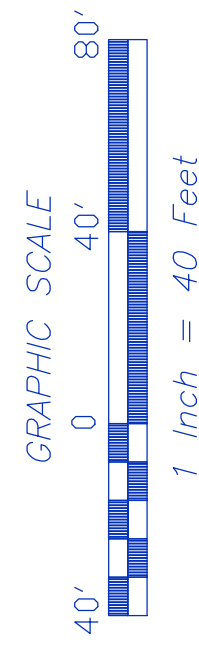
  
 Signature Date  
Robert A. Ledbetter, Jr.  
 Print Name







GRID NORTH  
GA WEST  
(SURVEY NOTE 6)



**SURVEY REFERENCES**

1) EASEMENT DRAWINGS, MAIN STREET MARKETPLACE, BARTOW COUNTY, GEORGIA, 2016, AND RECORDED IN PLAT BOOK 78, PAGE 37, BARTOW COUNTY RECORDS.

2) THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 386, 387, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

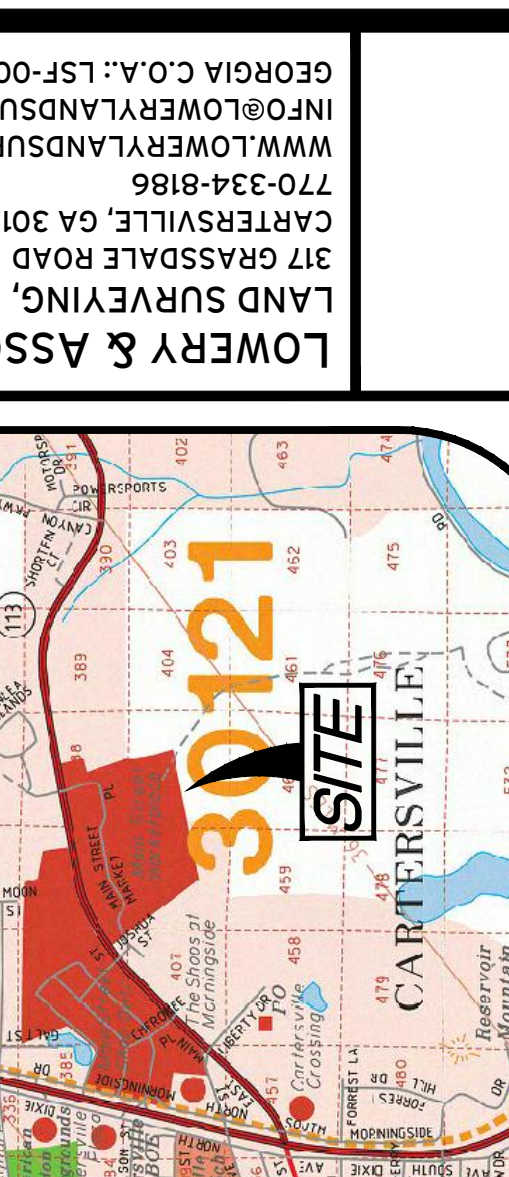
**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 386, 387, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**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" PER STATION. THE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.  
3) A SOKKIA IX TOTAL STATION, TOPCON HIPER SP GPS RECEIVER, AND A SOKKIA PS10 GNSS RECEIVER 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 NUMBER 13020B, IN BARTOW COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.  
6) BEARING BASIS (MAGNETIC, GA WEST) FOR THIS SURVEY WAS OBTAINED FROM THE NATIONAL MAGNETIC DECLINATION TABLE, 2018, FOR COMMUNITY NUMBER 13020B, IN BARTOW COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.  
7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE. THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES, IF ANY, IS THE RESPONSIBILITY OF THE OWNER.

**VICINITY MAP**



LOWERY & ASSOCIATES  
LAND SURVEYING, LLC  
37 GRASSDALE ROAD  
CARTERSVILLE, GA 30211  
770-334-8186  
WWW.LOWERLANDSURVEYS.COM  
INFO@LOWERLANDSURVEYS.COM  
GEORGIA C.O.A.: LSF-00102

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

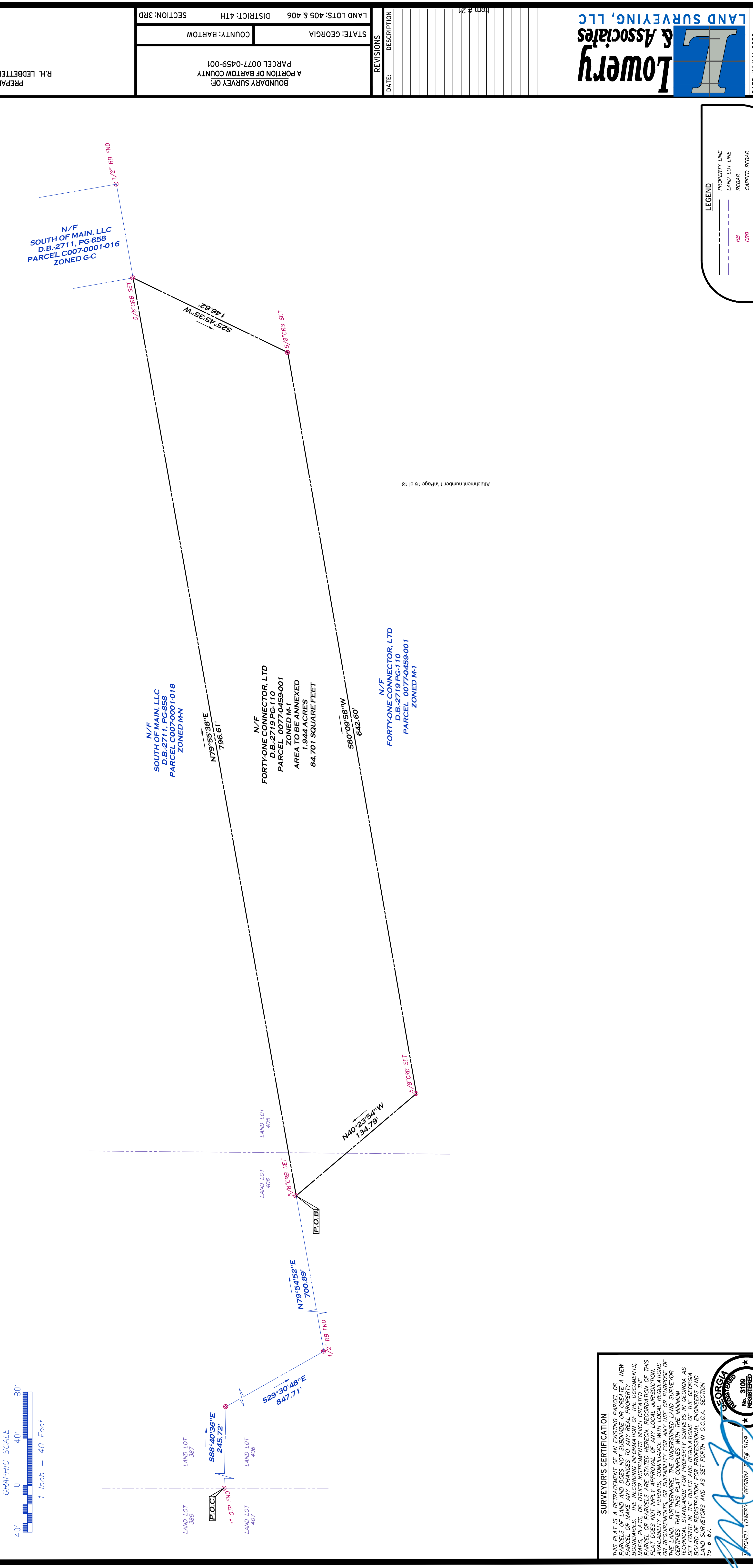
BOUNDARY SURVEY OF:  
A PORTION OF BARTOW COUNTY  
PARCEL 0077-0459-001

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

REVISIONS  
DATE: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_

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

LAND SURVEYING, LLC  
**Lowery & Associates**



**SURVEYOR'S CERTIFICATION**

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS, AND DOES NOT REPRESENT A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, PARCELS, OR PARCELS ARE STATED HEREON, RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF SERVICES, COMPLIANCE WITH LOCAL REGULATIONS, OR THE LAND SURVEYOR'S LIABILITY. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM REQUIREMENTS OF 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 47-10-67.

MICHELL LOWERY  
GEORGIA # 3109  
REGISTERED  
LAND SURVEYOR

Attachment number 1 of 18  
Page 15 of 18

LEGEND  
PROPERTY LINE  
LAND LOT LINE  
REBAR  
CAPPED REBAR  
MAG NAIL  
FOUND  
OPEN TOP PIPE

RB  
CRB  
MAG  
FND  
OTP



Pictures Taken 7-24-2020







# City of Cartersville

**City Council Meeting**  
**10/15/2020 7:00:00 PM**  
**Z20-03 175 E. Main St.**

<b>SubCategory:</b>	Public Hearing - 2nd Reading of Zoning/Annexation Requests
<b>Department Name:</b>	Planning and Development
<b>Department Summary Recommendation:</b>	<p>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.</p> <p>Planning Commission recommends approval, 4-1.</p>
<b>City Manager's Remarks:</b>	<p>This is a zoning request from General Commercial to Multi-Family Residential for property near the Kroger development. Planning Commission recommended your approval. This is the second public hearing.</p>
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

## **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: **4<sup>th</sup>** Section: **3<sup>rd</sup>** 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 2<sup>nd</sup>, 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.

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

**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:**

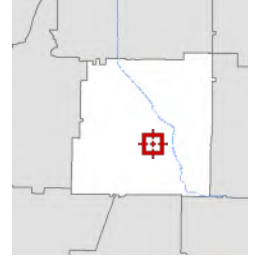
Staff does not oppose the rezoning.

**PLANNING COMMISSION RECOMMENDATION:**







Recommends approval, 4-1.



**Overview**



**Legend**

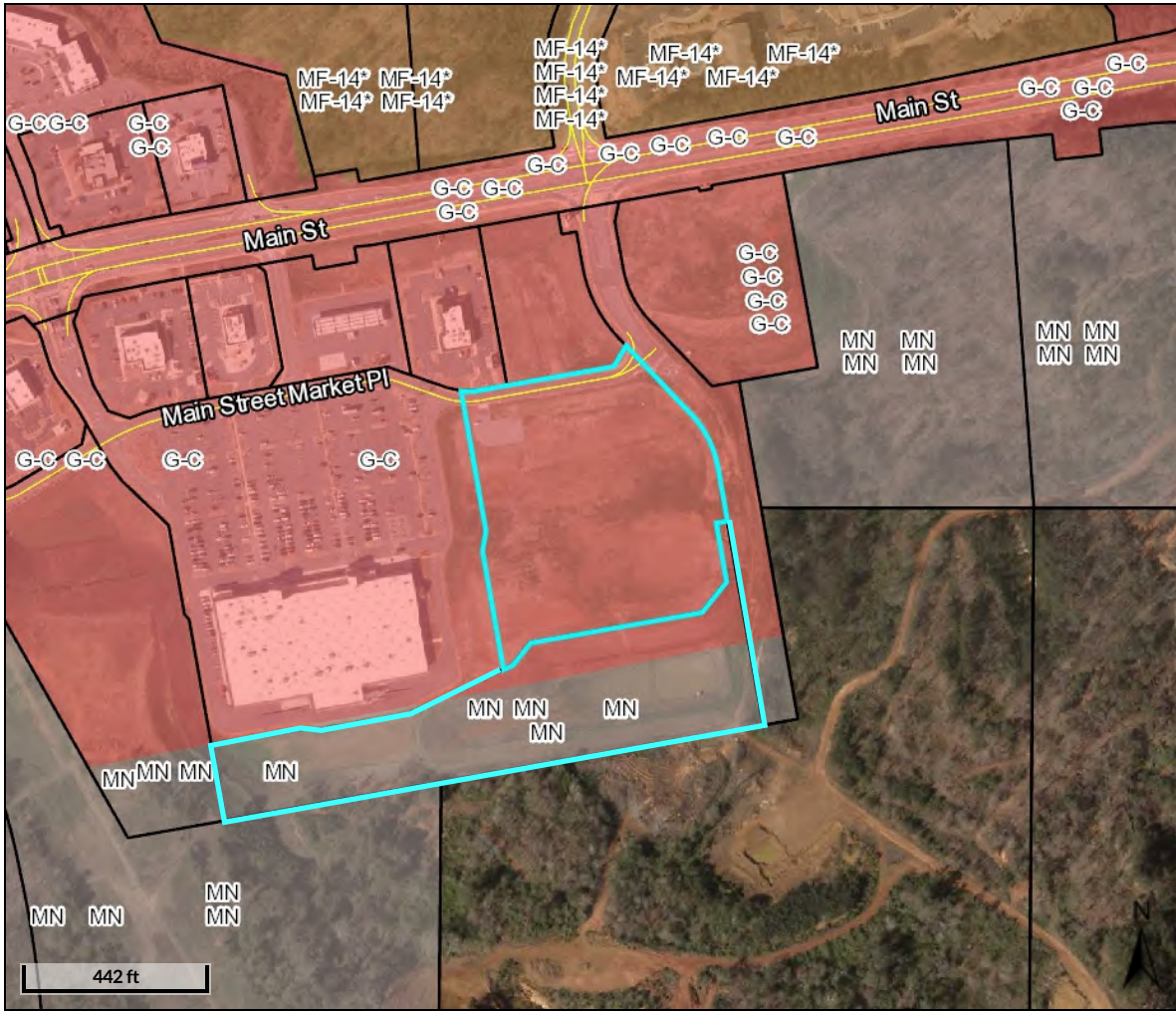
-  Parcels
- Structural Numbers**
-  <all other values>
-  Abandoned or Inactive
-  Active
-  Proposed
-  Roads

<b>Parcel ID</b>	C007-0001-015	<b>Alternate ID</b>	46572	<b>Owner Address</b>	SOUTH OF MAIN LLC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Commercial		P O BOX 1434
<b>Property Address</b>	135 175 MAIN STREET MARKET PLACE	<b>Acreage</b>	7.33		CARTERSVILLE GA 30120
	E Main Street TAD #1				
<b>District</b>	E Main Street TAD #1				
<b>Brief Tax Description</b>	LL 388, 405 D4				

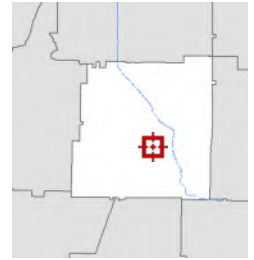
(Note: Not to be used on legal documents)

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














Developed by 



**Overview**



**Legend**

-  Parcels
-  Roads
- Cartersville Zoning**
-  AG
-  DBD
-  G-C
-  G-C\*
-  H-I
-  H-I\*
-  L-I
-  L-I\*
-  M-U
-  M-U\*
-  MF-14
-  MF-14\*
-  MN
-  O-C
-  O-C\*
-  P-D
-  P-D\*
-  P-I
-  P-S
-  P-S\*
-  R-10
-  R-10\*
-  R-15
-  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 

Parcel ID: C007-0001-015  
 Sec/Twp/Rng: n/a  
 Property Address: 135 175 MAIN STREET MARKET PLACE  
 E Main Street TAD #1

Alternate ID: 46572  
 Class: Commercial  
 Acreage: 7.33

Owner Address: SOUTH OF MAIN LLC  
 P O BOX 1434  
 CARTERSVILLE, GA 30130  
 Item # 22

Future Land Use Category: Mixed Use CommercialFound 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.



Highway 41 commercial and residential areas, Adairsville

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.



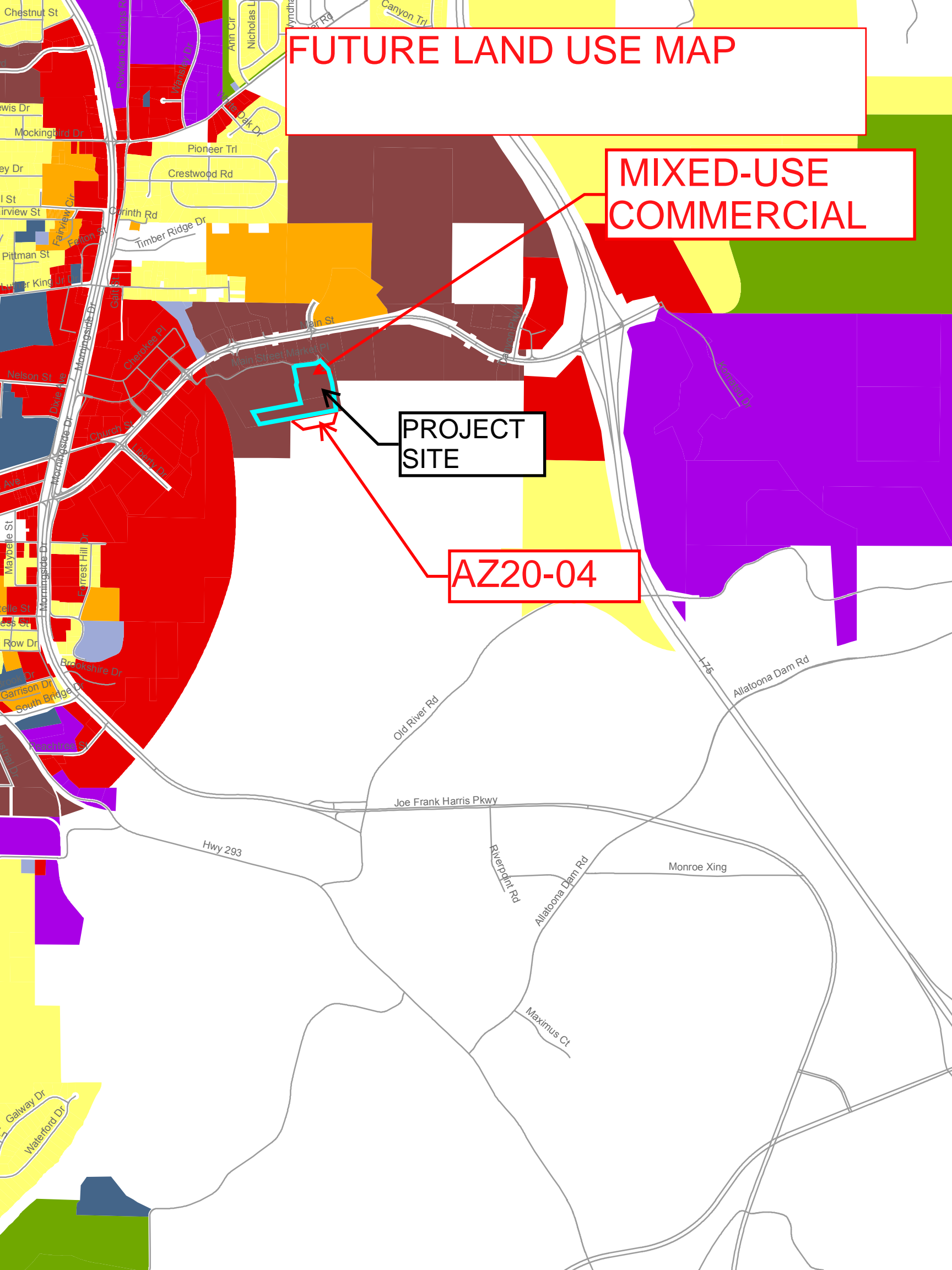
Tennessee St. Mixed Use Corridor, Cartersville

# FUTURE LAND USE MAP

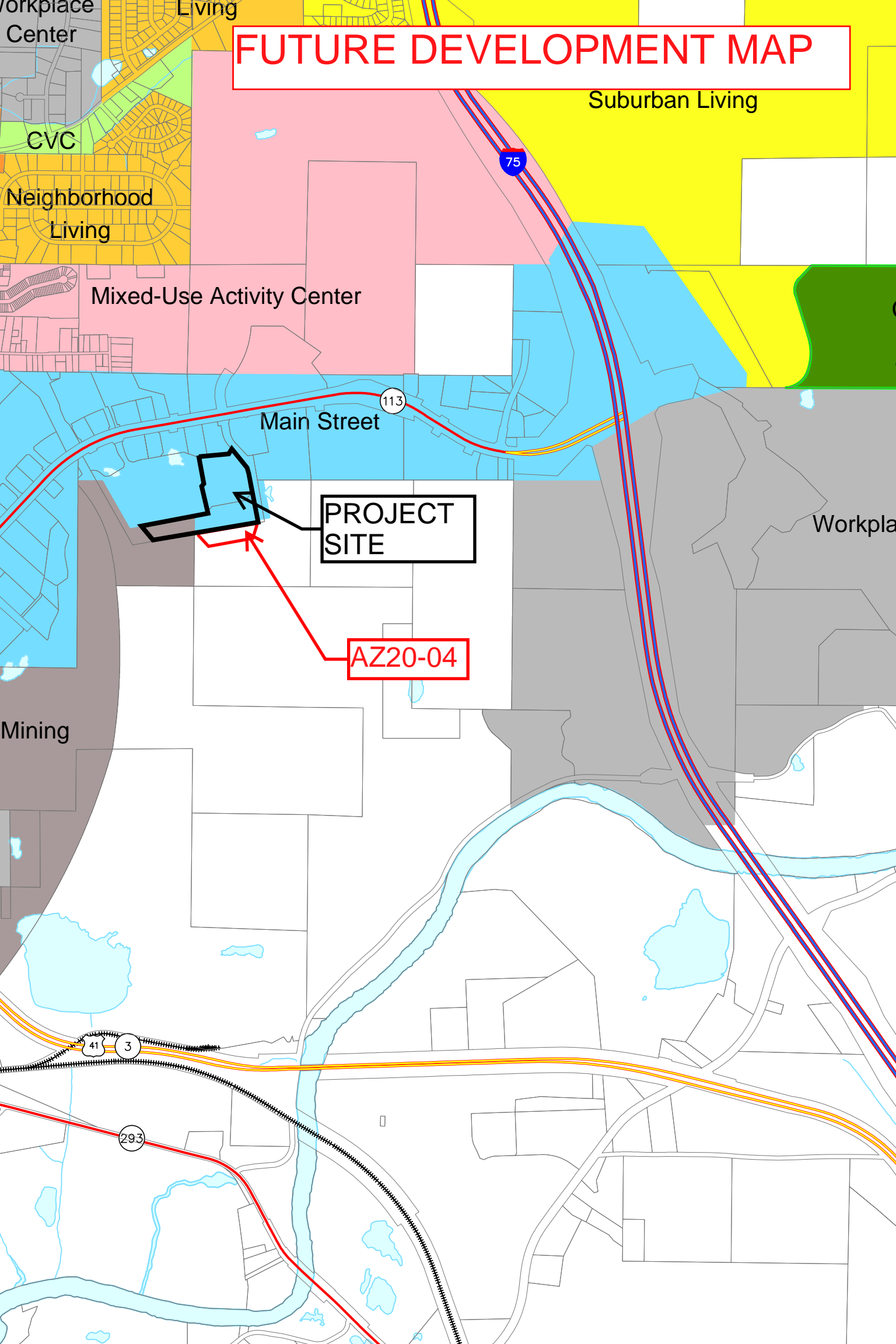
MIXED-USE  
COMMERCIAL

PROJECT  
SITE

AZ20-04



# FUTURE DEVELOPMENT MAP



Suburban Living

CVC

Neighborhood Living

Mixed-Use Activity Center

Main Street

113

75

PROJECT SITE

AZ20-04

Workplace

Mining

41

3

293

**Application for Rezoning**

City of Cartersville

Case Number: Z 20-03

Date Received: 6-30-2020

**Public Hearing Dates:**

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

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

Address 106 East 8th Avenue Mobile/ Other Phone \_\_\_\_\_

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

Phone (Rep) \_\_\_\_\_

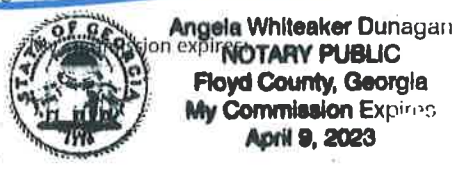
Representative's printed name (if other than applicant) \_\_\_\_\_

Email (Rep) \_\_\_\_\_

Representative Signature \_\_\_\_\_ Applicant Signature [Signature]

Signed, sealed and delivered in presence of:

[Signature] Notary Public



Item # 22

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

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

Signature [Signature]

Signed, sealed, delivered in presence of:

[Signature] Notary Public



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 C 007-0001-015  
(street address, nearest intersections, etc.) C 007-0001-01B

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

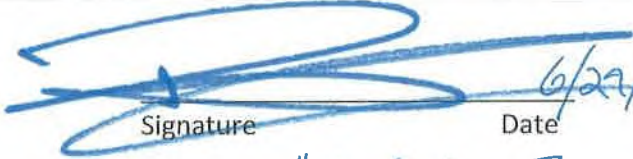
Date Five Years Prior to Application: 07/02/15

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.

\_\_\_\_\_

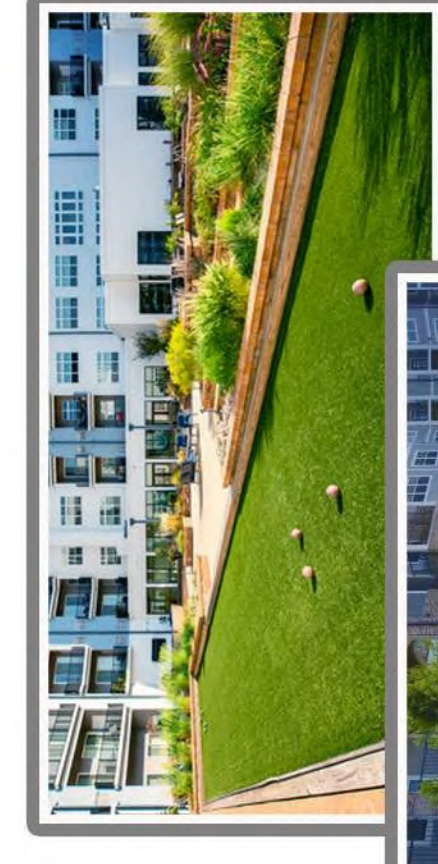
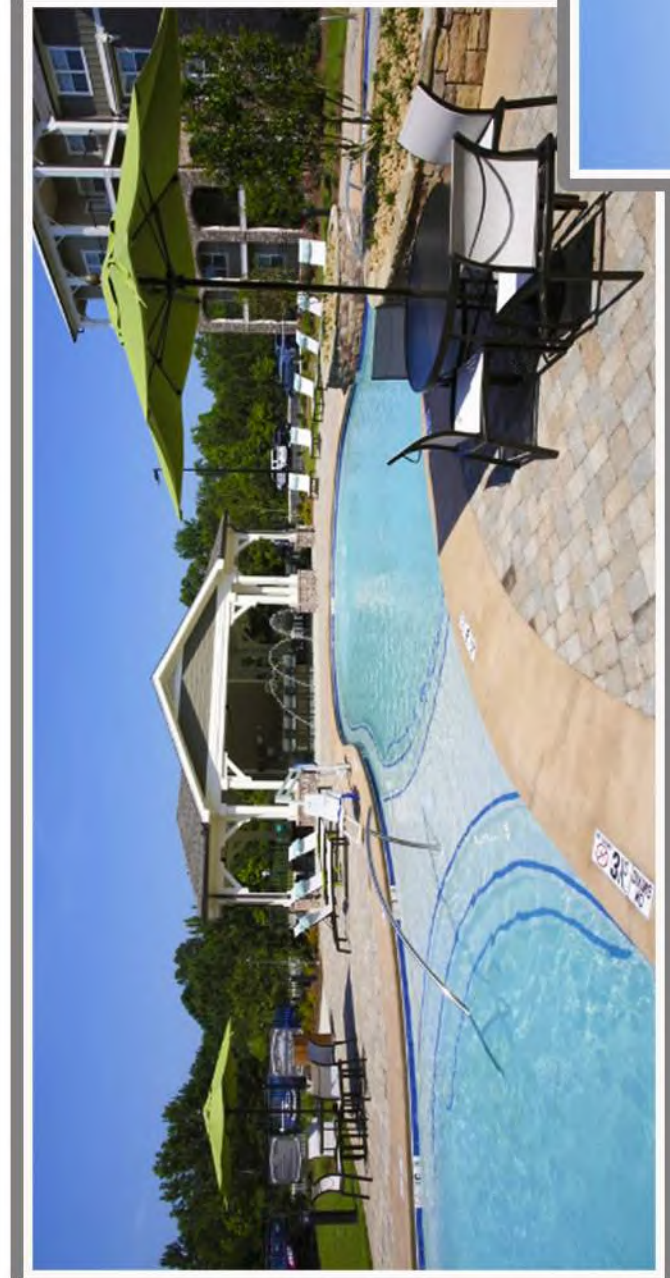
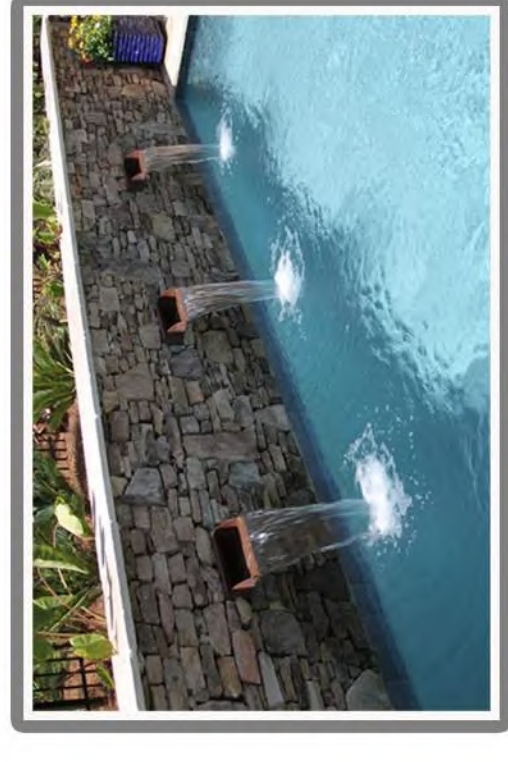
  
 Signature \_\_\_\_\_ Date 6/22/20  
Robert A. Ledbetter, Jr.  
 Print Name \_\_\_\_\_



175 Main



**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



Site Plan Concept  
April 2020



Attachment number 1 \nPage 14 of 21

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Item # 22







Pictures Taken 7-24-2020

Attachment number 1 \nP









