



City of Cartersville

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

Telephone: 770-387-5616 – Fax 770-386-5841 – 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 – 9/17/2020
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. September 3, 2020 Meeting Minutes (Pages 1 - 10)

[Attachments](#)

B. Public Hearing - 1st Reading of Zoning/Annexation Requests

1. SU20-02 (Pages 11 - 23)

[Attachments](#)

C. First Reading of Ordinances

1. Pub Crawl Ordinance (Pages 24 - 28)

[Attachments](#)

D. Contracts/Agreements

1. Electrical Interconnection and Power Exchange Agreement (Pages 29 - 43)

[Attachments](#)

E. Bid Award/Purchases

1. Primary Metering Equipment (Page 44)

[Attachments](#)

2. Conduit Installation - Charlie Harper Drive (Pages 45 - 46)

[Attachments](#)

F. Contracts/Agreements

1. 2021 Long Term Sewer Flow Monitoring (Pages 47 - 59)

[Attachments](#)

G. Bid Award/Purchases

1. D&C Material Restock (Pages 60 - 63)

[Attachments](#)

2. Collins Drive Valve Repair (Pages 64 - 67)

[Attachments](#)

3. Fire Department Vehicle Purchases (Pages 68 - 69)

[Attachments](#)

4. Fire Suppression System (Pages 70 - 74)

[Attachments](#)

H. Monthly Financial Statement

1. July 2020 Financial Report (Pages 75 - 79)

[Attachments](#)

I. Discussion

1. GO Bond Fund Allocations (Pages 80 - 82)

[Attachments](#)

III. Tabled

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

1. Z20-03 175 E. Main St. (Pages 83 - 104)

[Attachments](#)

2. AZ20-04 175 E. Main St. (Pages 105 - 123)

[Attachments](#)

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

City Council Meeting
9/17/2020 7:00:00 PM
September 3, 2020 Minutes

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Minutes have been uploaded for your review and approval.
City Manager's Remarks:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 September 3, 2020
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. OPENING MEETING

Invocation by Council Member Cooley

Pledge of Allegiance led by Council Member Hodge

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

II. REGULAR AGENDA

A. COUNCIL MEETING MINUTES

B.

1. August 20, 2020 Special Called Meeting Minutes, August 20, 2020 Regular Meeting Minutes, and August 27, 2020 Special Called Meeting Minutes

A motion to approve the August 20, 2020 Special Called Meeting Minutes, August 20, 2020 Regular Meeting Minutes, and August 27, 2020 Special Called Meeting Minutes as presented was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0

B. APPOINTMENTS

1. HISTORIC PRESERVATION COMMISSION

Randy Mannino, Planning and Development Department Head stated that the terms of two Historic Preservation Commission members will expire on September 7, 2020. Becky Carr (has served since September 2017) and Larry Gregory (has served since September of 2011) are both willing to continue to serve if reappointed. Their new terms will expire September 7, 2023. Your approval of these reappointments is recommended.

A motion to approve the reappointment of Becky Carr and Larry Gregory until September 7, 2023 was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

A motion to add an item to the agenda for the Creation of an Ethics Board was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

2. ETHICS BOARD

Mayor Matthew Santini stated the need for an Ethics Board to be created explaining that the Mayor appoints a member and the Council will appoint a member. Once this is complete, the two appointed Members will then appoint a third, and final, member for this Board. This will be a 2 year term serving through September 3, 2022.

Mayor Santini appoints new Board Member Dr. Maurice Wilson and the Council appoints Bobby Walker.

A motion to approve the creation of the Ethics Board and the appointment of Ethics Board Members Dr. Maurice Wilson and Bobby Walker was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0

C. PUBLIC HEARING – 2nd READING OF ZONING/ANNEXATION REQUESTS

1. AZ20-03 Faith Lane Annexation

Mr. Mannino stated the property owners of all seven (7) lots of Brook Ridge subdivision have requested annexation into the city for the school district. The subdivision is located on Faith Lane at Jones Mill Rd. and contains approximately 31 acres. The requested zoning is R-20. Planning Commission recommends denial due to lack of cost information for maintenance of the Pettit Creek Bridge. The City would be responsible for bridge maintenance if annexation occurs.

Planning Commission recommends denial, 3-2.

Mayor Santini opens the Public Hearing for the Zoning portion of the case for anyone who wishes to come forward and speak for or against this item.

Mr. Frank Johnson, of Cartersville, came forward to speak on behalf of the homeowners in favor of the item.

With no one else in attendance to come forward to speak for or against the item, Mayor Santini closed the Public Hearing for the Zoning portion of the hearing.

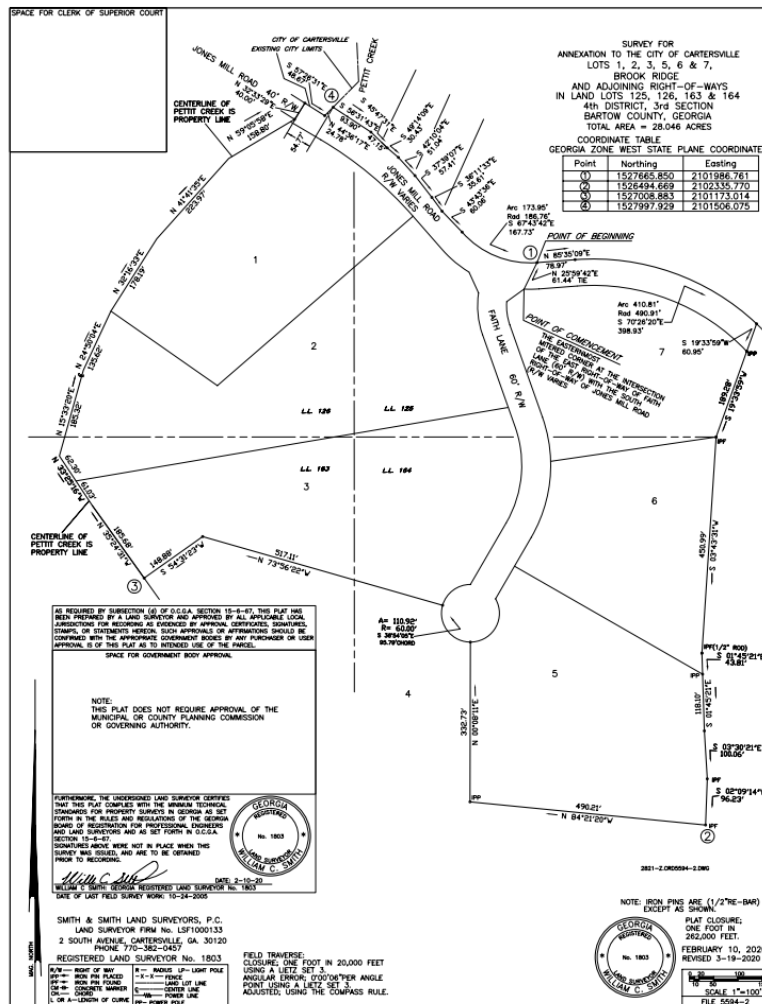
Mayor Santini opens the Public Hearing for the Annexation portion of the case for anyone who wishes to come forward and speak for or against this item.

Wade Wilson, City Engineer, stated there are no major structural concerns of bridge, however there are some maintenance items that will need to be addressed in the near future to include the cleanup of sediment build up, guardrail repair, removal of lead based paint, including repainting of the bridge and the expenses of maintenance if annexation is approved. Mr. Wilson also stated that Bartow County has agreed to pay 50% of the maintenance of the bridge.

With no one else in attendance to come forward to speak for or against the item, Mayor Santini closed the Public Hearing for the Annexation portion of the hearing.

This is the second reading.

A motion to deny Annexation of AZ20-03 Faith Lane was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0



2. Z20-03 175 E. Main St.

Mr. Mannino stated the applicant requests this item be tabled until the September 17, 2020 Council Meeting to allow

A motion to approve tabling Z20-03 175 E. Main Street until the September 17, 2020 Council Meeting was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

3. AZ20-04 175 E. Main St.

Mr. Mannino stated the applicant requests this item be tabled until the September 17, 2020 Council Meeting to allow

A motion to approve tabling AZ20-04 175 E. Main Street until the September 17, 2020 Council Meeting was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

4. T20-02 Infill Overlay Districts

Mr. Mannino stated in 2019, the City Council enacted a moratorium on new subdivisions, demolitions, certain variance types and rezoning applications in the West End and Cherokee-Cassville Historic Districts to address citizen concerns. Fourteen (14) items were identified for staff to address. A committee was established to review staff recommendations. All (14) items have been resolved, addressed by the proposed Text Amendment, or expected to be addressed as a future update to the historic district design standards. The Text Amendment creates two new overlay districts with additional requirements for infill development in these districts.

Planning Commission recommends approval, 5-0.

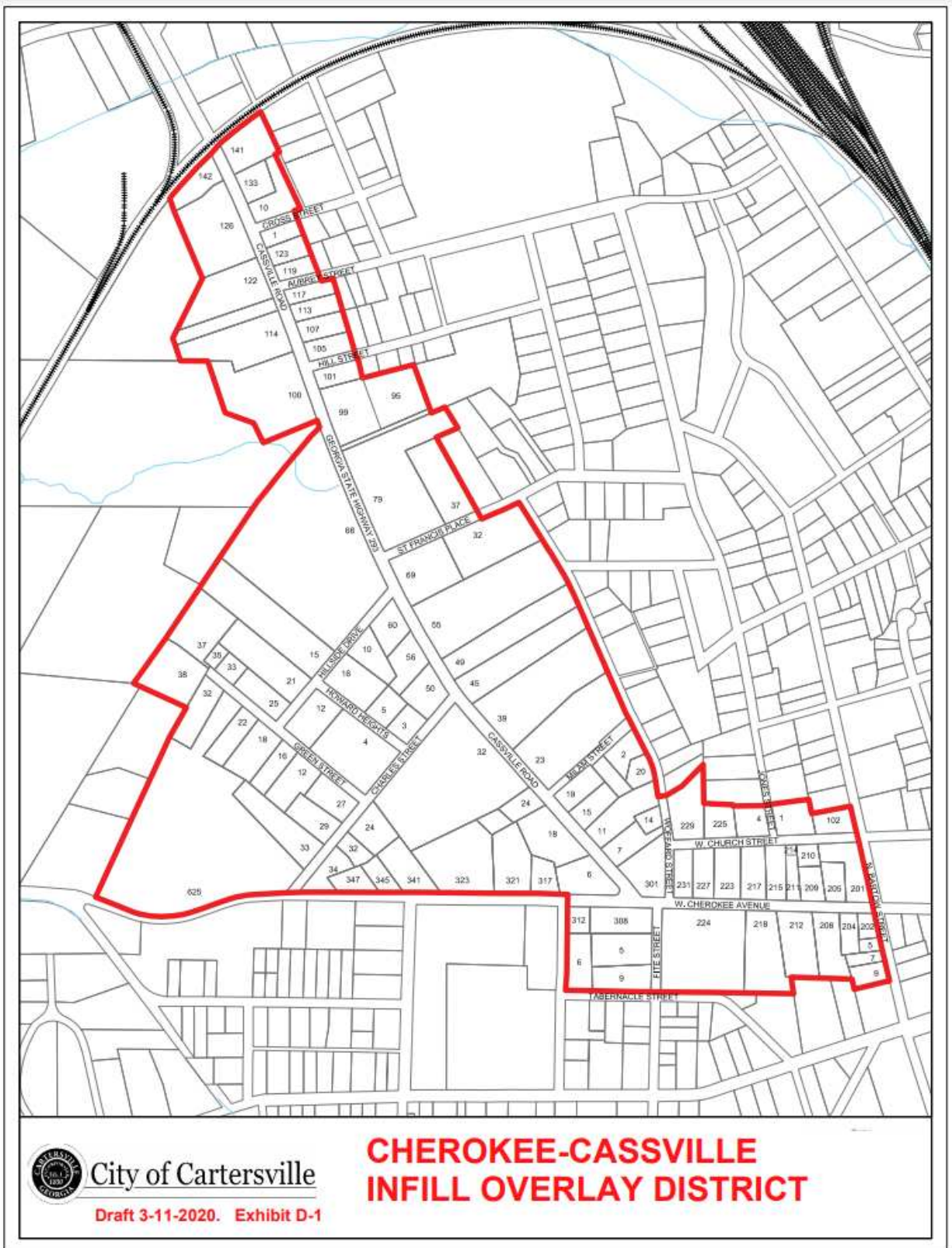
Mayor Santini opens the Public Hearing for anyone who wishes to come forward and speak for or against this item.

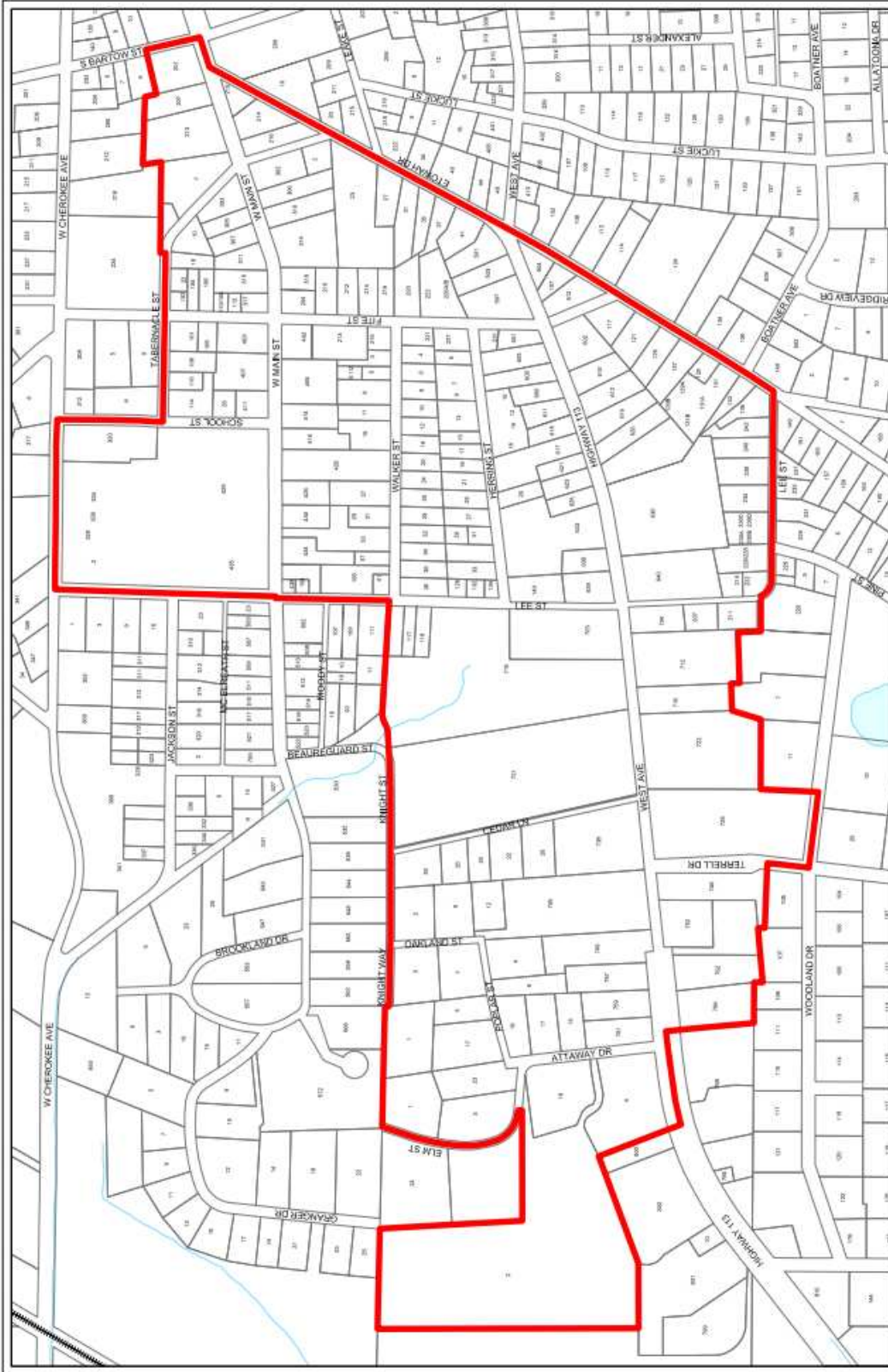
Boyd Pettit, 21 Hillside Dr., came forward to speak for the item.

With no one else in attendance to come forward to speak for or against the item, Mayor Santini closed the Public Hearing.

This is the second reading.

A motion to approve T20-02 Infill Overlay District was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0





**WEST END
INFILL OVERLAY DISTRICT**



Draft 3-11-2020. Exhibit D-2

D. SECOND READING OF ORDINANCES

1. Alcohol Text Amendment - Expansion of Specialty Shop Use

Mr. Mannino stated David Holt has applied for an amendment to the newly established “Specialty Shop” section of the alcohol ordinance. He is requesting a modification to one of the standards that limited the “Specialty Shop” category to the downtown business district (DBD). The business model he explained to the Alcohol Control Board (ACB) included the package sale of wine at his proposed restaurant, Largos, located at 214 E. Cherokee Street. The restaurant received approval from the ACB to serve alcohol. The text amendment would expand beyond the DBD to include the area within 500 feet of N. Tennessee Street between Main Street and Church Street.

ACB does recommend approval of the proposed text amendment.

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

With no one else in attendance to come forward to speak for or against the item, Mayor Santini closed the Public Hearing.

This is a second reading.

Council Member Kari Hodge requests to be removed from voting considering that used to be employed by Mr. Holt and feels that it is a conflict of interest.

A motion to approve the Alcohol Text Amendment – Expansion of Specialty Shop Use to Stonewall Dr. was made by Council Member Stepp and seconded by Council Member Fox. Vote: 4-1. Roth opposed.

E. CONTRACTS/AGREEMENTS

Dan Porta, City Manager, stated Mauldin and Jenkins, the city's external auditor has employees that can conduct Cyber Security Assessments. The cost for the security assessment should not exceed \$35,000 and the assessment is attached for your review and approval.

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

F. CERTIFICATION

1. Community Rating System Recertification

Mr. Wilson stated the City of Cartersville continues to participate in the Community Rating System in order to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. We are requesting the Mayor's signature on the attached annual recertification application with CRS to continue participation in this on-going program. In addition, this application will be attached to our five-year CRS Crosswalk which will be completed on September 11, 2020.

A motion to approve the Community Rating System Recertification was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

G. BID AWARD/PURCHASES

1. Traffic Signal Upgrades

Derek Hampton, Electric Department Head, stated this is the 2nd year of our 3-year plan to upgrade the City's traffic signals. Under the previous budget, we completed the signals on Old Mill Rd at Erwin St, Etowah Drive and Douthit Ferry Rd. For the current budget year, we are planning to address Erwin St at West Avenue, Cherokee St at Gilmer St, and the signal at the Jones Mill Tunnel. We will be using CBK as our contractor again.

This is a budgeted item with an allocation of \$90,000, and we are requesting your approval of a cost not to exceed that amount.

Motion to approve the Traffic Signal Upgrades was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

H. MONTHLY FINANCIAL STATEMENT

1. June 2020 Financial Report

Mr. Rhinehart came forward to go over the financial funds comparing June 2019 to June 2020.

A motion to adjourn the meeting was made by Council Member Stepp 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

City Council Meeting
9/17/2020 7:00:00 PM
SU20-02

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<p>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.</p> <p>Planning Commission recommends approval, 4-1.</p>
City Manager's Remarks:	This is the first reading of SU20-02 and the Planning Commission recommended approval of this Special Use Permit.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU20-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Yomtov Benmeleh**
 Representative: **Yomtov Benmeleh**
 Property Owner: **Royal International, Inc.**
 Property Location: **410 S Tennessee Street (C017-0007-010)**
 Access to the Property: **Garrison Drive**

Site Characteristics:

Tract Size: Acres: **0.7** District: **4th** Section: **3rd** LL(S): **553**
 Ward: **2** Council Member: **Jayce Stepp**

1. LAND USE INFORMATION

Current Zoning: **M-U (Multi-Use)**
 Proposed Zoning: **Same**
 Proposed Use: **Title Pawn Shop**
 Current Zoning of Adjacent Property:
 North: **MU (Multiple Use)**
 South: **GC (General Commercial)**
 East: **LI (Light Industrial)**
 West: **MU (Multiple Use)**

The Future Development Map designates the subject property as: **Workplace Center.**

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

SU20-02

2. City Department Comments:**Electric:** Takes no exception.**Fibercom:** Takes no exception.**Fire:** Takes no exception.**Gas:** Takes no exception.**Public Works:** No comments received.**Water and Sewer:** Takes no exception.**3. Public Comments:** No comments received by Planning and Development as of 8.31.2020.**4. Special Use Review**

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.

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses**Sec. 16.1. Scope and intent.**

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

SU20-02

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

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

6. How General Standards Are Met (Staff Comments below.

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

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SU20-02

How Standard #1 has / will be met: No negative effect to traffic along adjoining streets is expected due to hours of operation.

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

How Standard #2 has / will be met: Off-street parking is provided.

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Standard Business hours Monday-Saturday by appointment only during Covid restrictions. After Covid restrictions are lifted expected hours are 9am-6pm..

Standard #5: Outdoor lighting

How Standard #5 has / will be met: None required.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Existing parking lot connects to Garrison Drive.

Standard #7: Compatibility with surrounding land use.

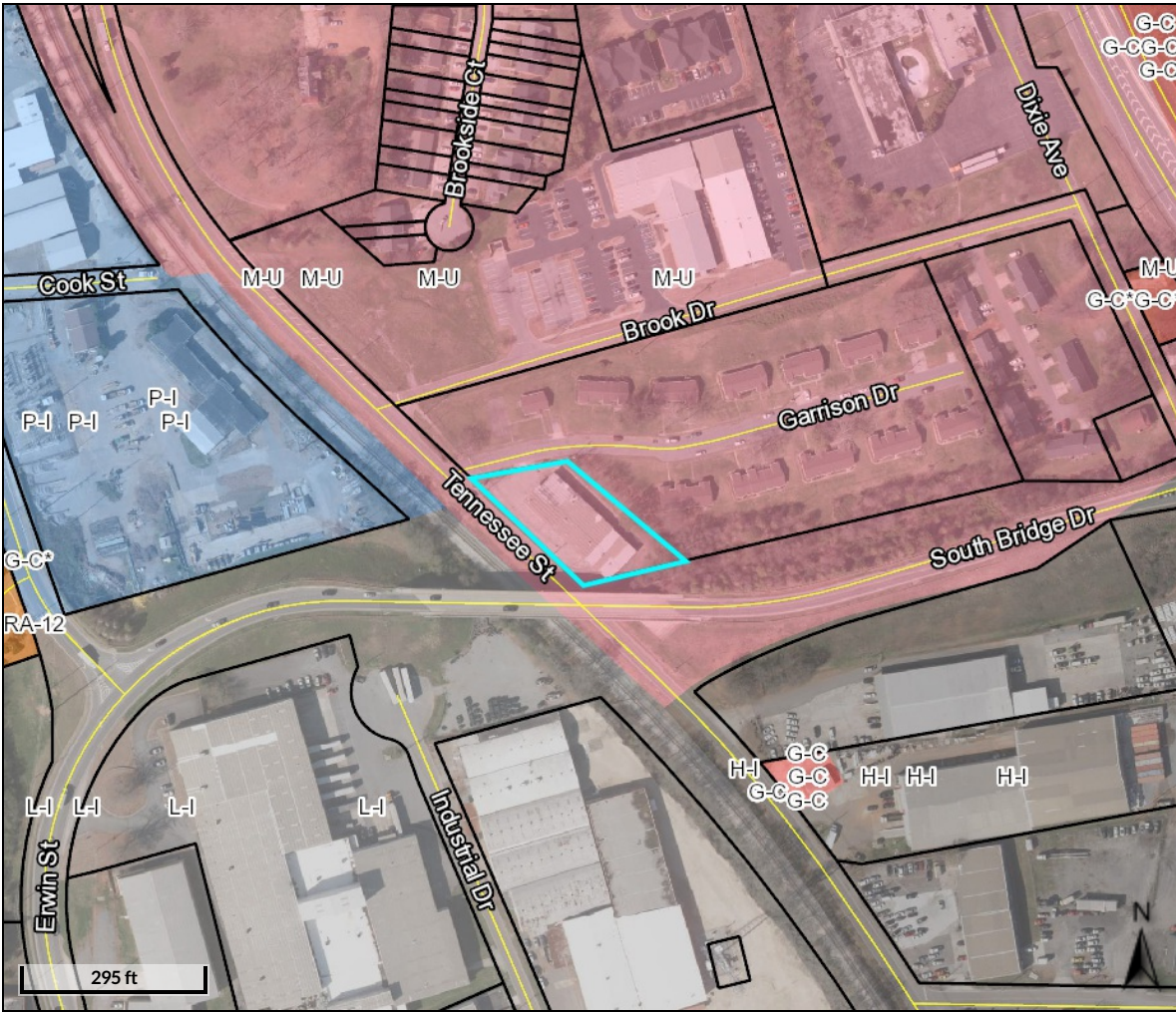
How Standard #7 has / will be met: Business will occupy a suite in multi-tenant building. Adjacent land uses include a Housing Authority development to the north and east, and heavy industrial to the south and west.

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

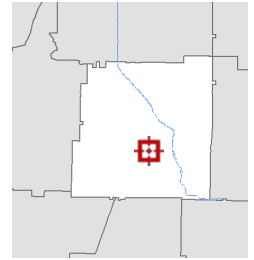
N/A

8. Staff Recommendation: No objection to special use request. All building code and development standard requirements have been met per Fire and Building Inspectors..

9. Planning Commission Recommendation: PC recommends approval, 4-1.



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 Cartersville
Brief Tax Description LL 553 D 4
(Note: Not to be used on legal documents)

Date created: 9/1/2020
 Last Data Uploaded: 8/31/2020 9:56:02 PM

Developed by 

Parcel ID C017-0007-010
Sec/Twp/Rng n/a
Property Address 406 S TENNESSEE ST

Alternate ID 34351
Class Commercial
Acreage 0.7

Owner Address ROYAL INTERNATIONAL INC
 PROFIT SHARING & PENSION PLAN
 PO BOX 274
 CARTERSVILLE GA 30120
Item # 2

Application for Special Use
City of Cartersville

Case Number: SU 20-02
Date Received: 7-21-2020

Public Hearing Dates:

Planning Commission Sept. 8th 5:30pm 1st City Council Sept. 17th 7:00pm 2nd City Council Oct 1st 7:00pm

Applicant YOMTOV BENMELEH Office Phone 470-348-9738
 (printed name)
 Address 410 S. TENNESSEE STREET Mobile/ Other Phone 404-707-4171
 City CARTERSVILLE State GA Zip 30120 Email BENMELEH@YAHOO.COM

Representative's printed name (if other than applicant) _____ Phone (Rep) _____
 _____ Email (Rep) _____

Representative Signature _____ Applicant Signature 

Signed, sealed and delivered in presence of: _____ My commission expires: 12/31/23

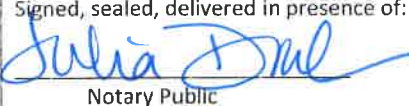
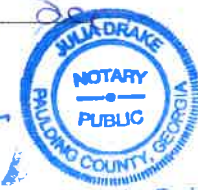
 Notary Public 

Item # 2

* Titleholder Royal International, Inc. Phone 770 386 8280
 (titleholder's printed name)
 Address P.O. Box 274
Cartersville, Ga 30120 Email _____

Signature S. Mohite, Sr.

Signed, sealed, delivered in presence of: _____ My commission expires: 10/6/2021

 Notary Public 

Present Zoning District M-U C017-0007-010

Acreage 0.17 Land Lot(s) 553 District(s) 4th Section(s) 3rd

Location of Property: NE CORNER GARRISON DR & S. TENNESSEE ST.
 (street address, nearest intersections, etc.)

Reason for Special Use Request: SUP. Req'd FOR PAVM/Title parcel in
M-U District.
 (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: 07/09/2020

Date Two Years Prior to Application: 07/09/2018

Date Five Years Prior to Application: 07/09/2015


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

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

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

N/A


 Signature _____ Date 07/09/2020
YOMTOV BENMELECH
 Print Name _____

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

TITLE PAWN / LOAN OFFICE

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

How Standard #1 has / will be met:

No impact expected

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

How Standard #2 has / will be met:

PARKING PROVIDED. No impact expected

Standard #3: Protective screening.

How Standard #3 has / will be met:

N/A - Existing Building

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

How Standard #4 has / will be met:

MONDAY - SATURDAY BY APPOINTMENT ONLY During Covid.
AFTER Covid. 9A-6p Expected

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

NO NEED TO CHANGE OUTDOOR LIGHTING.
Existing Building.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

FRONT DOOR ONLY.
AVAILABLE PARKING LOT IN PREMISES. Existing Streets.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

NO ISSUES.

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

N/A

Signed,

Applicant or Representative

07/09/2020

Date

Item # 2

410 S. Tennessee St. Special Use Permit

From: David Hardegree (dhardegree@cityofcartersville.org)
 To: benmeleh@yahoo.com
 Cc: sfincher@cityofcartersville.org; mulmer@cityofcartersville.org
 Date: Wednesday, July 1, 2020, 05:49 PM EDT

Mr. Benmeleh,

Per our discussion, I am providing information for the Special Use permit (SUP) and the wall sign. Please accept my apologies for failing to alert you to the need for the SUP this morning when you submitted your business application. A SUP is required for all pawn shops and title pawn shops in the M-U (Multiple Use) zoning district. See attached zoning regulations, page 3.

Since the business license has been issued, we ask that you complete the SUP process before renewing your license for 2021. The SUP process requires a public hearing process with (1) meeting before the planning commission and (2) meetings before City Council. See the last page of the application for application deadlines and meeting dates, link provided. I have some time built into the schedule if you wish to be on the August 11th Planning Commission agenda. The critical date to meet is July 23rd. The date the public notice must run in the paper.

Application link- <https://www.cityofcartersville.org/DocumentCenter/View/419/Special-Use-application?bidId=>

Please complete the application and submit it with all supporting documentation and fees. I can accept the application and supporting documentation via email. Fees can be paid in person, check by mail or credit card by phone. Notaries are available in our office.

Regarding the wall sign we discussed... A wall sign is allowed to be 2sf in area per linear foot of the office or suite building face. If the building face is 20ft in length, then 40sf is allowed. (20ft x 2sf= 40sf). You mentioned on our call that your sign will likely be 2ft x 5ft (10sf). Depending on the length of your office building face, 10sf should be under the max. allowed. Your sign company, Image, should be able to help with these calculations. They regularly submit sign permits to us, so they know the ordinance and our process. For information on your wall sign, refer to Ordinance Sec. 20-26 (1):

Sec. 20-26. - Wall signs; canopy signs; awning signs; projecting signs; and window signs.

All signs under this section require a permit. Wall signs, canopy signs and awning signs for all nonresidential use properties except the DBD district shall comply with the following:

1. Area. Wall signs shall have an aggregate area not to exceed two (2) square feet for each linear foot of building face, not to exceed two hundred (200) square feet in area. Canopy and awning signage shall be deducted from allocated wall sign area.

Additional sign ordinance information can be found here-
https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodeId=COOR_CH20SIQUAD_ARTIISIOR_S20-26WASICASIAWSIPRSIWIS

Sign permit application here- <https://www.cityofcartersville.org/DocumentCenter/View/36/Sign-Permit-Application?bidId=>

Item # 2

Please contact me with any questions.

Have a good evening.

David

David Hardegree, AICP

City of Cartersville

Planning and Development Department

2nd Floor, City Hall

10 N. Public Square

Cartersville, GA 30120

Direct: 770-387-5614

Main 770-387-5600

www.cityofcartersville.org

Item # 2

Disclaimer

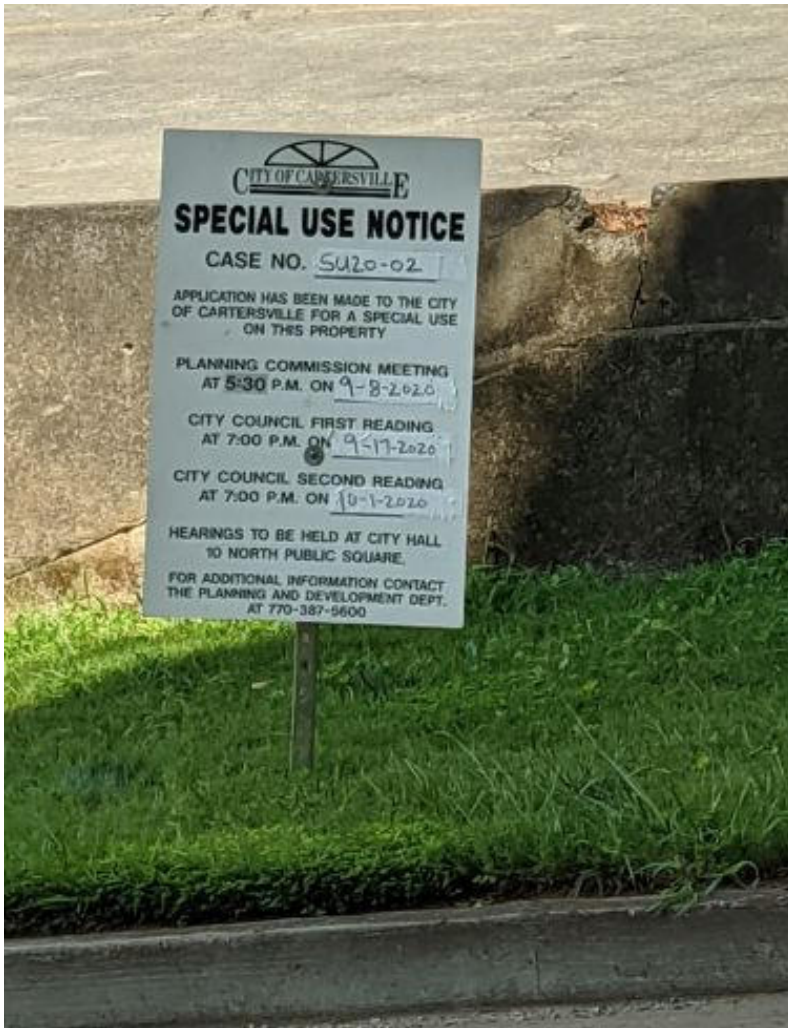
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Cartersville, GA Code of Ordinances_M-U.pdf

96.4kB





City of Cartersville

City Council Meeting
9/17/2020 7:00:00 PM
Pub Crawl Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Downtown Development Authority
Department Summary Recommendation:	This ordinance is to formalize the permit process for hosting pub crawls in the downtown district and to allow for the creation of temporary open container exemptions exclusively for pub crawl participants. DDA board and staff recommend approval of the ordinance.
City Manager's Remarks:	If approved, the proposed Pub Crawl Ordinance will allow the Downtown Development Authority to host four Pub Crawl events per calendar year. This is the first reading of this ordinance.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. 21-20

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 to serve alcoholic beverages.

“Pub Crawl Event.” 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.” 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 any 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); and
- 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.
- h. Approval from the Georgia Department of Transportation if the event crosses a roadway that is a designated State route.

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 any participating licensed establishments if the Organizer:

- 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. Pub Crawl Events shall be permitted to occur up to four (4) times a year as recommended by the Cartersville Downtown Development Authority and shall be limited to the boundaries of the Downtown Business District and the area enclosed by North Tennessee Street, Main Street, Stonewall Street, and Church Street.

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:

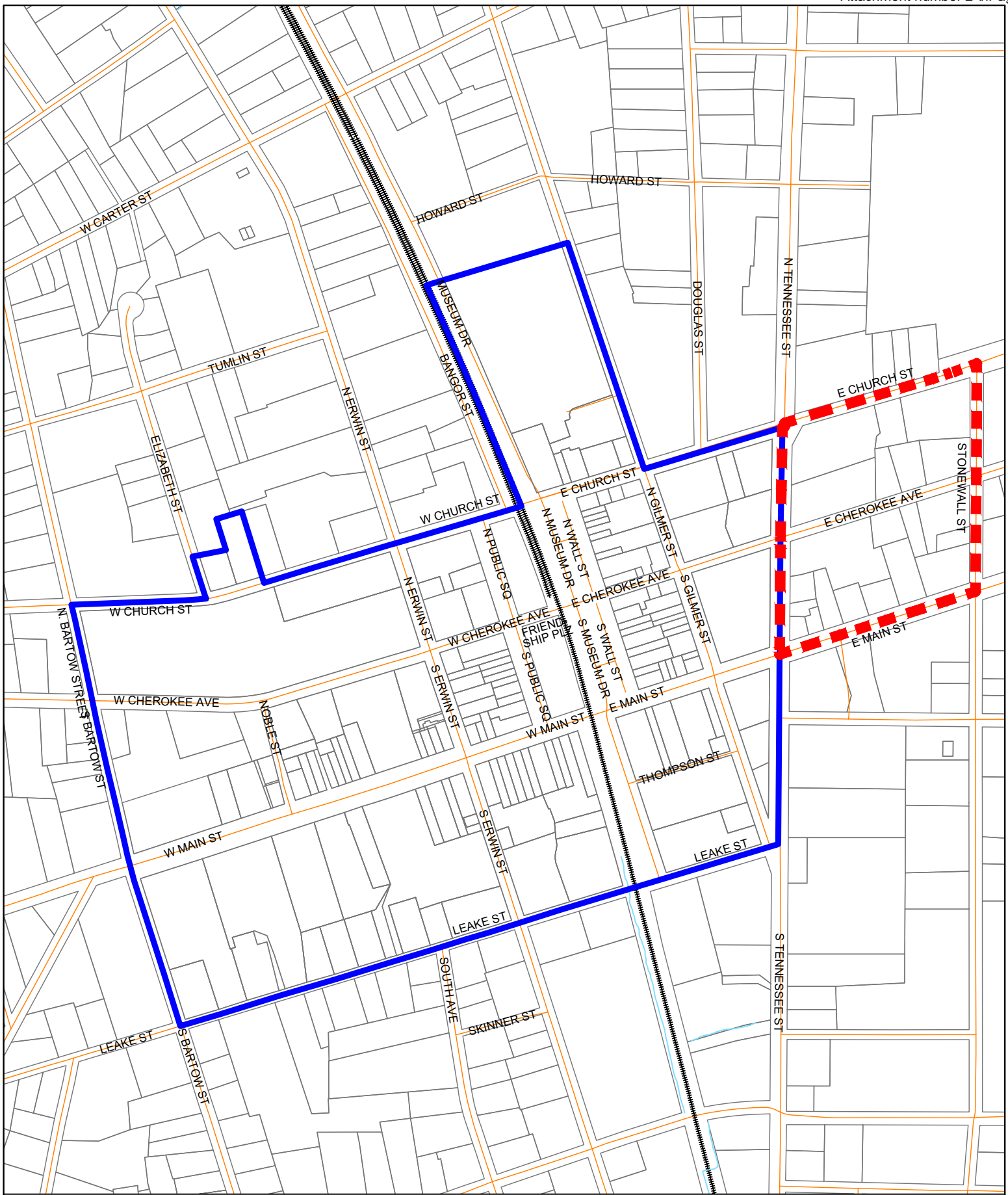
Sec. 4-210 – 4-219. Reserved.

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

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



City of Cartersville

Downtown Business District Historic District

Item # **PH**

 Cartersville Historic Preservation Commission



City of Cartersville

City Council Meeting
9/17/2020 7:00:00 PM

Electrical Interconnection and Power Exchange Agreement

SubCategory:	Contracts/Agreements
Department Name:	Electric
Department Summary Recommendation:	<p>Whenever someone attaches a power generation source to our distribution system, such as a solar power system, they are required to meet certain guidelines to prevent negative impact to our system. We also must visually inspect and field test that the system operates in accordance with our guidelines.</p> <p>We have completed the field test portion of the requirements. The terms for operating the solar generation system are outlined in the provided standard agreement and have been signed by the owner. I'm requesting your authorization to allow the Mayor and City Clerk to sign and execute the agreement on the City's behalf.</p>
City Manager's Remarks:	I recommend approval of this agreement.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ELECTRICAL INTERCONNECTION AND POWER EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into this 21 day of August, 2020,
by and between Renaissance Group Cartersville, LLC,
hereinafter referred to as the "Owner"; and the City of Cartersville, a Georgia municipal
corporation, hereinafter referred to as the "City".

WHEREAS, the Owner desires to interconnect an eligible distributed generation system
to operate in parallel to the City's electric system for production of electric energy
intended primarily to offset part or all of the Owner's requirement for electricity; and,

WHEREAS, the City is or will be the electric supplier of the Owner's premises; and,

WHEREAS, the Owner's eligible distributed generation system will be installed at the
Owner's premises located at 5460 Hwy. 20 NE, Cartersville, GA 30121; and,

WHEREAS, the Owner's eligible distributed generation system is defined by the State of
Georgia as a "Renewable Energy Source" such that energy supplied is from a
technology approved in the Georgia Green Pricing Accreditation Program; and,

WHEREAS, the Owner understands the City is not obligated to permit interconnection
to or purchase power from distributed generation systems with a peak generating
capacity exceeding 10 kW per residential installation or 100 kW per nonresidential
installation.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the
parties agree as follows:

1. Scope and Purpose

This Agreement describes the conditions under which the City and the Owner
agree that the distributed generating facility or facilities may be interconnected to
and operated in parallel with the City's electric system and power exchange
arrangements. Other services the Owner may require from the City are covered
under separate agreements.

The following exhibits are incorporated and made a part of this Agreement:

Exhibit A: Owner's "Application for Interconnection of Distributed Generation
Facility" describing in detail the Owner's distributed generation
facility, hereinafter referred to as the "System".

Exhibit B: City's "Authorization or Non-Authorization" to connect.

Exhibit C: City's "Distributed Generation Energy Rider".

Exhibit D: City's "Notice of Power Exchange Amount".

2. Term and Termination

2.1 The term of this Agreement begins on the date first set forth above (regardless of the date that the Owner is authorized to interconnect the System pursuant to Section 5 below) and continues until December 31 of the same year then continues for ten (10) successive 1-year terms from January 1 to December 31 unless terminated prior by either party pursuant to the provisions of this Agreement.

2.2 Either party may terminate this Agreement at any time by providing 90 days written notice to the other party. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale.

2.3 The City may terminate this Agreement at any time for violation of this Agreement upon written notice to the Owner.

2.4 At the time of termination of this Agreement for any reason, the City reserves the right, but not the obligation, to perform lock out procedures to disconnect the Owner's System from the City's electric system.

3. Summary and Description of Owner's System

3.1 The Owner's System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The System begins and continues up-stream towards the distributed generation from the overcurrent protective device on the Owner's premises. However, the meter socket(s) and related electrical connects are part of the System and are the responsibility of the Owner. The meter(s) is (are) City equipment.

3.2 The type of Distributed Generation equipment is: Solar Electric.

3.3 Capacity of the Distributed Generation equipment is: 127.4 (DC)/ 116.6 (AC) kW.

3.4 The expected annual energy production of the Distributed Generation equipment is: 166,000 kWh.

3.5 The expected date of initial operation of the Distributed Generation equipment is: September 7th 2020.

4. Installation and Permitting

4.1 The Owner and the System must comply with all applicable National Electric Code (NEC), UL and IEEE requirements, including, but not limited to:

UL 1741-Standard for Static Inverters and Charge Controllers for Use with Photovoltaic Systems.

IEEE Standard 1547 (2003): Standard for Interconnecting Distributed Resources with Electric Power Systems. [NOTE: UL 1741 will soon be incorporated into IEEE 1547].

Other organizations, such as the Canadian Standards Association (CSA), test to UL 1741. If the inverter is tested by an organization other than Underwriters Laboratories, the test data must be submitted to the City.

The Owner at the Owner's expense must: 1) obtain all necessary electrical permits for installation of the System and 2) obtain and maintain any government authorizations or permits required for the operation of the System. The Owner must reimburse the City for any and all losses, damages, claims, penalties, or liability the City incurs as a result of Owner's failure to obtain or to maintain any governmental Authorizations and permits required for construction and operation of the Owner's System.

4.2 The Owner or its contractor must construct the System as specified in Exhibit A.

4.3 The Owner must provide a manual, lockable, load-break disconnect switch that provides a "visible air gap" adjacent to the point of connection to the City's electric system to provide a point of electrical separation between the Owner's System and the City's electric system. The City will approve the location of the disconnect switch. The disconnect switch must be easily visible, mounted separately from the metering equipment, readily accessible to the City personnel at all times, permanently labeled "GENERATION DISCONNECT", capable of interrupting the maximum available fault current of System, and capable of being locked in the open position with the City's lock. The City may open the disconnect switch thereby isolating the Owner's System from the City electric system for any reason that the City deems necessary including, but not limited to, maintenance or emergency work, the System adversely affecting other customers of the City, failure of the System to comply with codes/regulations, the System creating hazardous or unsafe conditions, the Owner's failure to pay utility bills when due, and failure to comply with the UL Standards in Section 4.1 above.

The Owner understands the City may accept, but is not obligated to accept, renewable energy credits from the Owner. If Owner anticipates transferring renewable energy credits to the City, the Owner must provide an approved meterbase installed adjacent to the disconnect switch mentioned above suitable for a City meter. City shall own this meter, known as the production meter.

4.4 The System must meet the following power quality requirements:

4.4.1. Voltage – the System must operate within 88 to 110% of nominal voltage. Response to voltages outside this range shall be as follows:

<u>Voltage</u>	<u>Maximum Trip Time</u>
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$88\% \leq V \leq 110\%$	normal operation
$110\% < V \leq 120\%$	60 cycles
$V > 120\%$	10 cycles

4.4.2 Flicker – The System shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

4.4.3 Frequency – The System must have a frequency range of 59.3 to 60.5 Hz. When the interconnected system frequency is outside this range, the System shall trip within 10 cycles.

4.4.4 Waveform Distortion (Harmonics) – The System must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City's electric system. When the System is serving balanced linear loads, harmonic current injection into the City's network shall not exceed the following:

Odd harmonics (h):

$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

4.4.5 Power Factor – The System must operate at a power factor > 0.85 (leading or lagging) when output is greater than 10% of full load.

4.4.6 Islanding Protection – The System must cease to energize the utility line when the inverter is subjected to islanding conditions. The System must immediately, completely, and automatically disconnect from the City's electric system in the event of a fault on the Owner's System or loss of source on the City's electric system. The City, at its own discretion and expense, may conduct periodic testing of anti-islanding. Anti-islanding is a means by which the Owner's System will cease to generate when it is still connected to the isolated (due to fault clearing or other switching) section of the City's electric system.

4.4.7 Isolation Transformer – The City may require a dedicated power transformer between the System and City-owned equipment in order to minimize adverse effects on other City customers.

4.5 The Owner's over-current protective device (Breaker) at the service panel must be dedicated and must be capable of interrupting the maximum available fault current. The Breaker shall be clearly marked to indicate power source and connection to the City's electric system.

4.6 The Owner, at the Owner's expense, must pay for any additional equipment required to connect the System to the City's electric system.

5. Written Authorization for Connection

The Owner may not connect the System to the City's electric system until: 1) this Agreement has been fully executed by the parties, 2) the System has been tested, and 3) written authorization to connect the System, in a form substantially similar to Attachment B, has been given to the Owner by the City. The City may have representatives present at the initial testing of the Owner's System and may perform (at its own expense) whatever testing of the Owner's System that the City deems necessary.

After written authorization to connect the System to the City's electric system has been given, the Owner shall make no changes or modifications in the System or of its mode of operation without the prior written approval of the City.

6. Warranty

The City's inspection and approval, if any, of the System is solely for the City's benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Owner or leased by the Owner from third parties, including without limitation the System and any structures, wires, appliances or devices appurtenant thereto.

7. Indemnity and Liability

7.1 The Owner releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Owner's activities, actions or omissions under this Agreement.

7.2 Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City under law.

8. Location of System

The System will be installed in the physical location specified or depicted in Exhibit A. The Owner cannot relocate and connect the System at another premises or physical location without filing a new interconnection application with the City or requesting modifications to this Agreement allowing for connection at the alternate location. In the event that such approval is given, any relocation and installation of the System will be at the Owner's sole expense.

9. Access to Premises

The Owner will provide the City access to the Owner's premises to (i) inspect the Owner's System, (ii) to read and to replace meters, (iii) to open the load-break disconnect switch, and (iv) to disconnect the interconnection facilities at the City's meter or transformer.

10. Maintenance of System

The Owner, at the Owner's sole cost and expense, will maintain the System including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes and regulation, including, but not limited to, the requirements of Section 4 above. The Owner must retain all records for such maintenance. These records must be available to the City for inspection at all reasonable times.

11. Safety

The Owner agrees to install, operate and maintain the System in a safe and prudent manner and in conformance with all applicable laws, codes and regulations including, but not limited to, those contained in Section 4 above.

12. Power Exchange Rate

The rate at which electrical energy is purchased by the City from the System is described in the "Distributed Generation Energy Rider", attached as Exhibit C, or successor riders as may be approved by the City.

13. Power Exchange Amount

The maximum amount of electrical energy purchased by the City from the System is described in the "Notice of Power Exchange Amount", attached as Exhibit D, or successor notices as may be provided by the City.

For Systems exceeding peak generating capacity of 10 kW per residential installation or 100 kW per nonresidential installation, City may alter the amount of electricity purchased from System or cease purchasing electricity from System by providing ninety (90) days written notice to Owner in a form substantially similar to Attachment D.

14. Power Exchange Obligations of City

The City agrees to:

- a) Purchase excess electricity generated at the Owner's referenced premises, per the City's notice of power exchange amount.
- b) Install appropriate electrical metering that provides for flow of energy both into (from the City) and out of (to the City) the property, such metering to provide a reading of the energy used or supplied during any billing period.
- c) Install appropriate electrical metering (production meter) that provides for flow of energy from System, such metering to provide a reading of the total energy generated, if Owner elects to transfer Renewable Energy Credits.
- d) Bill or make payment to the Owner for the electrical energy consumed or exchanged, per the City's distributed generation energy rider.
- e) The City reserves the right to separate Owner's equipment from the City's lines and facilities if, in the exclusive opinion of the City, continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify Owner so that any unsafe condition can be corrected.

15. Power Exchange Obligations of Owner

The Owner agrees and warrants:

- a) That it has full power and authority to execute and deliver this Agreement and all documents contemplated hereunder, and to assure full performance and compliance.
- b) That the Owner will pay for the electrical power exchanged per the City's distributed generation energy rider set forth in Exhibit C or successor riders as may be approved by the City.
- c) That the Owner shall supply the City with appropriate electrical interconnection plans, which must be designed to protect the safety of the City and the general public, and which must be pre-approved by the City. Included in these plans must be the requirement that the customer-owned interconnection equipment must disconnect from the City's electrical system upon the absence of City utility power.
- d) That the Owner agrees to provide the City access to the metering equipment, and agrees to cooperate with the City for any special, temporary metering intended to monitor energy flows.
- e) That the Owner agrees to pay for any incremental City metering or electrical distribution system costs necessitated by this Agreement.
- f) That the Owner will provide, install, own and maintain such power exchange and interconnection equipment that provides for the safe interconnection to the City's system.
- g) That the Owner's installed generation and interconnection equipment will operate safely at the time of installation and throughout the term of the Agreement.
- h) That the Owner will notify the City of any changes to the Owner's system (size change, generation change, or change in interconnection equipment). Technical information on any changes in Owner's equipment must be provided to the City and pre-approval received from the City prior to Owner connection and operation of such equipment.

16. Assignment

This Agreement may not be assigned by the Owner without the prior written consent of the City, which may be withheld in its sole discretion. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale. If the new owner desires to continue receiving Service, the new owner must enter into a new, separate agreement with the City.

17. Force Majeure

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

18. Severability

If any provision of this Agreement is found to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect, and such term or provision will be deemed stricken for as long as it remains illegal or unenforceable.

19. Governing Law and Venue

17.1 Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Georgia.

17.2 In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation, arising there under will be in the Superior Court of Bartow County, Georgia, and, if necessary for exclusive federal questions, the United States District Court for the Northern District of Georgia. The Owner waives any objection to jurisdiction or venue of any action instituted pursuant to this section and may not assert any defense in any such action based on lack of jurisdiction or venue or based upon Forum Non Conveniens. The Owner waives any bond or surety or security upon such bond or surety which, but for this waiver, might be required by the City.

20. Survival

The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.

21. Notices and Other Communications

Except as otherwise provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Owner: Company: Renaissance Group Cartersville, LLC
 Contact: [REDACTED]
 Title: [REDACTED]
 Address: [REDACTED]
 Phone: [REDACTED]
 Fax: [REDACTED]

If to City: CITY OF CARTERSVILLE
 ATTN: ELECTRIC DIRECTOR
 P.O. BOX 1390 (if regular mail)
 320 S. ERWIN ST. (if overnight mail)
 CARTERSVILLE, GA 30120
 Phone: 770-387-5631
 Fax: 770-387-5630

22. Entire Agreement

This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from the City in connection with this Agreement are for informational purposes only. No such communications is intended by the City to constitute either an electronic record or an electronic signature or to constitute any agreement by the City to conduct a transaction by electronic means. Any such intention or agreement is expressly disclaimed.

23. Acknowledgements Regarding Agreement

By signing below, the Owner acknowledges understanding of the terms of this Agreement and that the Owner may not connect the System to the City's electric system until the Owner has received written authorization to connect from the City. Within 30 days after notice from the Owner that the System is ready for interconnection to the City's electric system, the City will inspect the System and will provide a written authorization to connect the System or a statement that the System may not be connected because of non-compliance with this Agreement.

24. Compliance with Ordinances and Regulations

The Owner shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City laws, rules, statutes, charter provisions, ordinances and regulations.

25. Beneficiaries

This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit or right of action to any third party. Any party besides the City or the Owner receiving services or benefits under this Agreement is only an incidental beneficiary.

26. Status of Owner

The Owner shall perform all operations under this Agreement as an independent Contractor, and not as an agent or employee of the City. No the City official or employee shall supervise the Owner. The Owner will exercise no supervision over any employee or official of the City. The Owner shall not represent that Owner is an employee or agent of the City in any capacity. The Owner has no right to Worker's Compensation benefits from the City or its insurance carriers or funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

WITNESS:



Renaissance Group Cartersville LLC
Owner

By

Printed:

Title: Managing Member

ATTEST:

CITY OF CARTERSVILLE,
a Georgia Municipal Corporation

City Clerk Julia Drake

By: _____
Mayor Matthew J. Santini

Exhibit A

**APPLICATION FOR INTERCONNECTION
OF DISTRIBUTED GENERATION FACILITY**

(Attach Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, the "System".)

Exhibit B

AUTHORIZATION or NON-AUTHORIZATION

This notice is provided to the owner of a distributed generation system detailing authorization or non-authorization to connect to the City of Cartersville's electric system pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit B and is hereby made a part of said Agreement superseding any prior Exhibit B.

Name: Renaissance Group Cartersville, LLC

Address: 5460 Hwy 20 NE, Cartersville, GA 30121

System tested by: _____

Date: _____

Section A: Authorization. The System has been inspected and tested and may be connected to the City's electric system

Signed by: 

Printed Name: JOHN B. DOOLEY

Printed Title: ASSISTANT DIRECTOR

Date: 9/8/2020

OR

Section B: Non-Authorization. The System cannot be connected to the City's electric system because the System does not comply with Agreement or does not test properly.

Signed by: _____

Printed Name: _____

Printed Title: _____

Date: _____

Exhibit C

CITY OF CARTERSVILLE ELECTRIC SYSTEM
Electric Service Tariff

DISTRIBUTED GENERATION RIDER, DGR-2

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>Page</u>
1 of 2	Bills Rendered on or after July 18, 2019	33.00

AVAILABILITY:

Applicable to Customers in all areas served by the Cartersville Electric System (the Utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.

A distributed generation facility must:

1. Be owned (or leased) and operated by an existing Customer for production of electric energy, and
2. Be connected to and/or operate in parallel with the Utility's distribution facilities, and
3. Be intended primarily to offset part or all of the Customer's generator's requirement for electricity, and
4. Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
5. Be installed on the customer side of the meter.

MONTHLY METERING CHARGE:

Bi-Directional Metering Charge	\$2.50 per month
OR	
Single Directional	
Single-Phase	\$4.50 per month
Poly-phase	\$11.00 per month

The City of Cartersville Electric System will install single directional metering or bi-directional metering depending on the Customer's method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.

Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the Customer's distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer's side of the Customer's meter.

Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility's distribution system on the Utility's side of the Customer's meter.

Administrative Charges:

The Utility requires each Customer with a distributed generation facility to pay the monthly administrative charges based on the electric rate.

Residential	\$10.00 per month
Commercial Non-Demand	\$12.00 per month
Small Power	\$14.00 per month
Medium Power	\$16.00 per month
Large Power	\$18.00 per month
Extra Large Power	\$20.00 per month

DISTRIBUTED GENERATION RIDER, DGR-2 (Continued)

<u>PAGE</u> 2 of 2	<u>EFFECTIVE DATE</u>	<u>Page</u> 34.00
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PAYMENT FOR ENERGY:

Bi-directional metering

1. When electricity supplied by the Utility exceeds electricity generated by the Customer's distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
2. When electricity generated by the Customer's distributed generation system exceeds electricity supplied by the Utility, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the Utility's avoided energy cost.

Single directional metering

1. For kWh's generated by Customer's distributed generation facility, Customer shall be compensated at the Utility's avoided cost of energy (kWh) as determined by the Utility. The Utility will only compensate Customer for avoided energy kWh's as determined by metered energy delivered to the Utility's distribution system.
2. The Customer's net bill will be calculated using the Utility calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer's regular service (according to the applicable tariff) based on actual metered energy.

Avoided Energy Cost

Payments by the Utility to the Customer for the billing period metered avoided energy kWh's will be computed by the Utility in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the Utility's Wholesale Energy provider.

SAFETY, POWER QUALITY, AND INTERCONNECTION REQUIREMENTS:

The Customer shall be responsible for ensuring a safe and reliable interconnection with the Utility and all costs incurred therein. The Utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the Utility's distribution system:

1. Application for Interconnection of Distributed Generation Facility
2. Interconnection Agreement
3. Electrical Power Exchange Agreement

The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.

The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the Utility's annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the Utility at its sole discretion at a cost agreed to by it and the Customer provider. The Utility shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.

The Utility reserves the right to separate the Customer generator's equipment from City lines and facilities when, in the Utility's judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify the Customer generator so that any unsafe condition can be corrected.



City of Cartersville

**City Council Meeting
9/17/2020 7:00:00 PM
Primary Metering Equipment**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	<p>One of our largest customers is preparing for another plant expansion. They currently have some equipment that runs at medium voltage instead of low voltage and are planning to add more. For these type installations, we have to meter their usage on the primary, or higher voltage side of the transformer.</p> <p>They want to do the expansion this fall, so the equipment delivery time is very important. We reached out to our vendors for pricing and one vendor was higher at \$8,324.68, but could have the materials delivered in two weeks. The second vendor came in a little less at \$7,804.00 with a 14-week delivery time.</p> <p>The electric department is asking for authorization to purchase the more expensive package from Anixter for \$8,324.68 to meet the customer's schedule, then also purchase the less expensive alternate for \$7,804.00 from Irby, so we have another package ready to go if we have a failure at any one of our primary metered installations. Our standard policy is to have an emergency replacement for everything on our system and we do not currently have one.</p> <p>The total requested expenditure is \$16,128.68.</p>
City Manager's Remarks:	I recommend approval of these purchases for the Electric Department.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
9/17/2020 7:00:00 PM
Conduit Installation - Charlie Harper Drive**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	<p>We have had some street lights out on Charlie Harper Drive for a while. While investigating the problem, we discovered that the street light wire has a fault under the driveway to the new fire station. Since we did not want to cut and patch a trench across the brand new concrete, we chose to have one of our boring contractors, SEAGAS, bore under the driveway. This provided two benefits: 1) a way to restore the operation of the street lights and 2) the opportunity to get some additional conduit under the driveway, in case we have any future issues with the existing primary or secondary cable at that crossing.</p> <p>All of the lighting on Charlie Harper Drive is now operational. The length of the bore may seem long because we extended the length to get closer to the transformer and to minimize destroying the new landscaping at the fire department.</p> <p>We are requesting your authorization to pay the invoice to Southeastern Natural Gas Services of Rome, Inc for the amount of \$7,830.00.</p>
City Manager's Remarks:	I recommend approval of this work by Southeastern Natural Gas of Rome.
Financial/Budget Certification:	This is an unbudgeted item, but had to be corrected.
Legal:	
Associated Information:	

Southeastern Natural Gas Services of Rome, Inc.

1845 Old Cedartown Hwy., S.E.
 Lindale, GA 30147
 segas4156@gmail.com
 770-547-4156

Invoice

Date	Invoice #
9/1/2020	1876

Bill To
City of Cartersville Electric Attn: Greg Sharpton 320 S Erwin St. Cartersville, GA 30120

P.O. Number	Terms
	Due on receipt

Description	Quantity	Unit	Unit Price	Amount
Charlie Harper Drive				
Installation of 2" HDPE Conduit	270	FT	17.00	4,590.00
Installation of Additional 2" HDPE Conduit	270	FT	4.00	1,080.00
Installation of Additional 2" HDPE Conduit	270	FT	4.00	1,080.00
Installation of Additional 2" HDPE Conduit	270	FT	4.00	1,080.00
Total				\$7,830.00

SO. # 37785
~~Contractor~~ Contractor entry
Greg Sharpton
 9-1-20

APPROVED ELECTRIC DEPT.	DATE APPROVED	9/3/2020
	DEPT HEAD	<i>Greg Sharpton</i>
	CITY MGR	
CHARGE ACCOUNT (S)		AMOUNT
510 - 3500 - 54 - 1508		\$7830.00
510 - 3500 -		
-		
-		
TOTAL		\$7830.00

SEP - 0 2020

Item # 6
RECEIVED
 54.1508



City of Cartersville

**City Council Meeting
9/17/2020 7:00:00 PM
2021 Long Term Sewer Flow Monitoring**

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	<p>During heavy rain events, flows at the Water Pollution Control Plant (WPCP) spike to over 30 million gallons per day (MGD) from their average of 8 MGD. The increase is a result of inflow and infiltration (I&I). Inflow is the intentional direction of rainwater to the sanitary sewer from gutters, sump pumps, drains, etc. Infiltration is rainwater or ground water which leaks into sewers from leaking manholes, cracked pipe and leaking joints. Regardless of the source, the result is non-revenue producing use of capacity in the sewer system and permit violations at the WPCP.</p> <p>A 90-day study was conducted by ADS Environmental Services (ADS) on the three main sewer transmission mains earlier this year. The study revealed that each line has significant I&I issues but the 48-inch main is the most severe.</p> <p>This study will concentrate on the 48-inch main from the WPCP to I-75 at the Anheuser Busch Plant. It consists of nine (9) total monitors and a rain gauge strategically placed to segment the main into smaller pieces. The flow in each segment can then be evaluated to narrow down the area (s) with the greatest contribution of I&I during storm events.</p> <p>ADS has prepared the attached Long-Term Monitoring Cost Proposal for the 48-inch line. Their scope of work includes the installation, maintenance, data logging and data analysis of all points for 365 days. They have submitted a proposal in the amount of \$98,684.00. I recommend approval of their proposal.</p> <p>This is a budgeted item.</p>
City Manager's Remarks:	The Inflow and Infiltration study is needed to help determine leaks into our sewer system and I recommend approval of this study.
Financial/Budget Certification:	All costs associated with the project will pass through account 505.3320.54.1328 Sewer I&I Study & Modeling.
Legal:	
Associated Information:	



503 Commerce Park Dr SE ▶ Suite B ▶ Marietta, Georgia 30060
PHONE: 470-825-0157

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24 August 2020

Mr. Bob Jones, Director
City of Cartersville Water Department
P.O. Box 1390
Cartersville, GA 30120
Phone: 770-387-5653
Email: bjones@cityofcartersville.org

Re: Long-Term Flow Monitoring for the City of Cartersville

Dear Mr. Jones:

ADS Environmental Services is pleased to provide you the following quote for your review. The quote includes flow monitoring with eight (8) Triton+ flow monitors, one (1) ECHO level monitor, and one (1) Rain Alert III rain gauge. The duration of the flow monitoring period is 12-months and will be conducted using ADS-owned equipment. The scope includes access for Cartersville's personnel to the ADS software, PRISM, with the machine-learning tool, blockage PREDICT activated for your network. Additionally, the proposal includes a line item for a flow monitoring report prepared at any interval you request. This scope also has line items for the relocation of any flow monitors or ECHO level monitor during the monitoring period.

If you have any questions regarding this proposal, please do not hesitate to call me at (470) 825-0157.

Sincerely,

A handwritten signature in black ink that reads 'Patrick D. Wootton'.

Patrick D. Wootton, P.E.
Business Development Manager
ADS Environmental Services
pwootton@idexcorp.com

As part of the full service and maintenance portion of this proposal, ADS Environmental Services ("ADS") will conduct full service and maintenance for twelve (12) months with eight (8) ADS Triton+ flow monitors, one (1) ADS Rain Alert III rain gauge, and one (1) ECHO level monitor in the sanitary collection system for Cartersville, Georgia ("Client").

The field work will be performed by ADS crews and will be conducted in phases as set forth below:

Mobilization and Equipment Installation

1) **Project Initialization Meeting.** The project will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the meeting is to finalize project scope, detailed monitor locations, establish lines of communication, set milestones, and confirm the project schedule. The kick-off meeting will be scheduled a few weeks before the planned start of monitoring after contract execution and Notice to Proceed. This meeting can be held via conference call.

2) **Site Locations.** The City determined that two of the flow monitoring locations from the Winter temporary study will remain in place, and six flow monitors will be installed in the collection system. The rain gauge is in a good location to serve the flow monitoring locations and would remain in that location. One new site will be investigated for the level-only ECHO monitor.

3) **Site Investigations.** At the City's direction ADS will perform site investigations for the six level monitors and the one level monitor.

4) **Equipment.** ADS will utilize the ADS Triton+ flow monitors, ECHO level monitor, and ADS Rain Alert III rain gauge during the course of this project. A typical flow monitor installation will include sensors that will be mounted in the pipe and a monitor hung near the manhole cover; the sensors will measure flow velocity, ultrasonic depth and a redundant pressure depth will also be used to provide redundancy and surcharge height levels should they occur. This is the current flow monitor configuration for the existing two flow monitors in the Client's collection system.

5) **Installation and Site Reports.** A site report will be generated upon completion of any site investigations and installation that takes place. The site reports will include a sketch and pictures of the general location and installation, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow or depth measurements, and other comments pertinent to the location such as any special traffic or safety issues.

6) **Monitor Activation.** Once installed the monitors will be activated and set to take readings at 15-minute intervals. Field crews will take manual depth readings with a measuring device and velocity readings (if installing a flow meter) with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual hydraulic conditions at each location; this is referred to as a confirmation. Should pump station influence be evident

in the data, the monitor may be switched to a 5-minute sample rate at your direction. This will enable the measurement of the peaks and mins of the pumping cycle.

Flow Monitoring

7) **Flow Monitoring.** Once the monitors are installed and verified to be in working order, ADS will monitor the flow, level, and rainfall for a period of twelve (12) months (“monitoring period”).

8) **Data Collection and Equipment Maintenance for the ADS Triton+ flow monitors.** Data will be collected nightly by ADS’ PRISM web-based application. An ADS Data Analyst will review the data at least twice per week for quality control and issue work orders for Field Crews to perform maintenance and site confirmations as necessary to maximize data uptime and accuracy. ADS is an ISO 9001 certified company and follows proprietary internal quality procedures for all fieldwork. This includes cleaning depth and velocity sensors, confirmations as scheduled, and checking an installation to make sure that the ring is secure in the pipe.

9) **Demobilization.** ADS will continue data collection and review until the end of the monitoring period. Once authorized, crews will immediately begin removing the monitors, if directed to do so by the City of Cartersville.

10) **PRISM Data Access** PRISM is a dynamic real time web-based hosting system which communicates directly with the ADS flow monitors, level monitors, and rain gauges. PRISM will collect each location every night for use by an authorized user via a standard web browser, user name and password as soon as it’s collected. Because of this, data is less than 24 hours old at any given time and can be refreshed to current conditions from the user interface. From the interface an authorized user can at the push of a “button” see the latest readings taken by a monitor, data logger, or rain gauge. This data is then readily available for use in custom analysis including user configurable hydrographs, scattergraphs, tables and data exports to the user’s computer in various formats for manipulation and display. PRISM can provide near real time “self-service” data and data downloads with a password without ADS’ involvement.

PRISM is easy to use; it uses a GIS map- based system very similar to Google Maps® for site access and data viewing. Flow, level and rain intensity alarms can also be configured to trigger at predetermined values to alert designated personnel of changing conditions at flow monitoring or rain gauging sites. These alarms are sent out via text or email so that personnel do not have to be logged into the system to receive them.

The client specific database hosted on PRISM will include date, time, flow depth, velocity, and quantity at 5- or 15-minute intervals. Flow depth will be reported to the nearest 0.01 inch. Flow velocity will be reported to the nearest 0.01 feet/second. Flow quantities will be reported to the nearest 0.001 million gallons per day. Raw and Finalized data will be available on PRISM.

The PRISM interactive export features allows the capability to select data entities from various time periods and locations in order to suit whatever analysis the authorized user may wish to undertake.

Hydrographs and Scattergraphs - Hydrographs are graphical representations of the data (depth, velocity, flow rate, rain total) over time. Scattergraphs show the relationship between two data entities graphically. User-configurable interactive graphical representations will be accessible through the PRISM, allowing the engineer to evaluate at a glance the performance of the monitor and the hydraulic performance of the collection system at that point.

Tabular Summary- User-configurable interactive tabular summaries of data are accessible on PRISM. A table can be configured to present 5- or 15-minute data (depth, velocity, flow, rain) throughout each day.

blockage PREDICT™ app - combines machine learning and predictive analytics to predict developing sewer blockages with sufficient advance notice to plan a proactive response with the right resources at the right time to prevent an overflow well before it occurs.

Client's assistance requested:

ADS requests the following items from the Client in connection with this Project:

- 1) Provide a map of the sanitary sewer collection system and connections if relocation of exiting monitors, or new installation, is required
- 2) Provide assistance with locating and access to manholes, pump stations, or other locations necessary for the completion of the flow monitoring and analysis described herein
- 3) Assist ADS in securing access to the sites of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required.
- 4) Provide an onsite representative that can approve the installation or relocation of a flow monitoring site once the site has been investigated by ADS field crews
- 5) Provide all permits and police escorts if and as required.
- 6) For installation, clean selected sites to minimize hydraulic deficiencies.
- 7) Provide any information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits as needed

**Pricing:**

Data and Full Service and Maintenance with Eight (8) Flow Monitors, One (1) ECHO Level Monitor, and One (1) Rain Alert III Rain Gauge -- Scope includes data supplied along with full service and maintenance on flow monitors, rain gauge, and level monitor by ADS Field Service Personnel for 12-months. Data analysis to produce quality-controlled final data entities is included, along with access to PRISM data software, cellular communication, alarming, and blockage PREDICT application.

	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Subtotal</u>
1.	Full Service and Maintenance -- with ADS Triton+ Flow Monitors to be performed by ADS Field Services team; Includes wireless communication sim cards and PRISM access along with blockage PREDICT application (8 monitors x 12 months = 96 monitor-months)	96	Monitor-months	\$937.75	\$90,024.00
2.	Full Service and Maintenance -- with ADS Rain Alert III Rain Gauge to be performed by ADS Field Services team; Includes wireless communication sim cards and PRISM access (1 monitors x 12 months = 12 monitor-months)	12	Monitor-months	\$231.00	\$2,772.00
3.	Full Service and Maintenance -- ECHO level monitors, to be performed by ADS Field Services team; Includes wireless communication sim cards and PRISM access along with blockage PREDICT application (1 monitors x 12 months = 12 monitor-months)	12	Monitor-months	\$199.00	\$2,388.00
4.	Flow Monitoring Report	1	Each	\$3,500.00	\$3,500.00
5.	Relocation of Triton+ Flow Monitoring	TBD	Each	\$1,229.00	TBD
6.	Relocation of ECHO Level Monitor	TBD	Each	\$500.00	TBD
TOTAL					\$98,684.00

Pricing assumptions for Options:

- Standard ADS field and safety procedures, no police details



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- No special fees/taxes
- No MBE/WBE requirements
- Does not include ADS field training or field support beyond what is provided in this proposal.
- Additional field training/support or software training can be priced upon request.
- Valid for 30 days from the date of this proposal.
- Special permits, if required, will be the responsibility of the client

Accepted by:

Client Name:

ADS LLC:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acceptance of this proposal is subject to the acceptance of ADS' Standard Terms and Conditions of Service.



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**ADS LLC
EQUIPMENT AND/OR PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT**

The Parties named below hereby agree to be bound to the following terms and conditions and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

ADS LLC: 340 The Bridge Street, Suite 204, Huntsville, Alabama 35806

By: _____ Printed Name: _____

Title: _____ Date: _____

CLIENT: _____

Address: _____

By: _____ Printed Name: _____

Title: _____ Date: _____

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES

1.01 ADS

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated 24 August 2020 attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS’ profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS’ services, except as provided in section 4.03.

1.02 Client

A. Client shall have the responsibilities set forth herein and in Exhibit A.

1.03 Orders and Specifications

A. All orders placed with ADS for equipment must be in writing, signed, contain definitive prices, delivery dates, quantities and complete descriptions of products being purchased. Specifications applicable to items sold hereunder shall be those furnished by ADS, or those furnished by Client and agreed to in writing by ADS.

ARTICLE 2 - PRICING, PAYMENT AND INVOICES

2.01 Pricing

A. Price quotations, unless otherwise stated, shall automatically expire thirty (30) days from the date issued and may be cancelled or amended within said period upon written notice to Buyer.

2.02 Payment

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

2.03 Invoices

1. A. Invoices will be prepared in accordance with ADS’ standard invoicing practices, unless otherwise stated in Exhibit A. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS’ invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day. ADS reserves the right to establish and/or change the credit and payment terms extended to Client, including but not limited to requiring prepayment or Irrevocable Letter of Credit, when in ADS’ sole opinion Client’s financial condition or previous payment record warrants such action. Furthermore, on delinquent accounts, ADS may divert shipments or reschedule deliveries

of products on unfilled orders. All invoices shall be payable in U.S. Funds, drawn on a U.S. Bank. For sales outside of the United States, payment shall be at sight of shipping documents against an Irrevocable Letter of Credit which is satisfactory to ADS in its sole discretion.

ARTICLE 3 – TERMINATION

3.01 Termination

A. For Cause

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

B. For Convenience

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Remedies

A. In the event (a) Client defaults in the payment of any monies due to ADS hereunder beyond the tenth (10th) day after the same is due or (b) Client files or suffers a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or makes an assignment for the benefit of creditors or enters into an arrangement with creditors and Client fails to secure a discharge thereof within thirty (30) days, then in any such event ADS may at its option do any or all of the following: (i) collect from Client a service charge on all monies due; (ii) terminate the sale; (iii) whether or not this sale is terminated, take immediate possession of any or all of the equipment wherever situated and for such purpose enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease all or any of the equipment as ADS in its sole discretion may decide without any duty or account to Client. Client shall in any event remain

fully liable for damages as provided by law and for all costs and expenses incurred by ADS on account of such default including all court costs and reasonable attorney's fees. The rights afforded ADS under this paragraph shall not be deemed to be exclusive but shall be in addition to the rights or remedies provided by law.

4.02 Delivery, Title and Risk of Loss

A. Title and risk of loss of items sold hereunder shall pass to the Client upon delivery of the items by ADS to a public carrier (FOB shipping point). In no event shall ADS be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of ADS. Insurance associated with goods during transit shall be Client's responsibility. All products shall be deemed accepted upon Client's confirmation or within three (3) days of date of delivery, whichever occurs first.

4.03 Warranty, Returns, Alterations to Equipment

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose.

B. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will be replaced or upgraded at ADS' discretion.

C. Authorization must be obtained from ADS prior to return of any items, including those for repair. Client's right to repair or replacement is governed by the items in this Article 4. Issuance of credit for returned items shall be made at ADS' discretion upon Client's request. All returns accepted by ADS may be subject to a restocking fee.

D. It is understood and agreed that any modification or alteration to purchased equipment by Client, other than that

specifically authorized by this Agreement or by ADS, shall VOID AND NULLIFY, in its entirety, all warranty conditions as set forth herein.

4.04 Use of Documents

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

4.05 Changes, Modifications and/or Amendments

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

4.06 Insurance

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

*General Liability \$1,000,000 CSL and annual aggregate
Automobile Liability \$1,000,000 CSL and annual aggregate*

Workers Compensation as required by statute

ADS will provide Evidence of Insurance upon request.

4.07 Controlling Law, Venue and Dispute Resolution

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, for sales within the United States, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties. For sales outside of the United States the validity, construction, and performance of this Agreement shall be governed by the laws of the State of Alabama without regard to conflicts of laws, rules or principles. Venue shall be in the Circuit Court of Madison County, Alabama. The United Nations Convention on Contracts for the International Sales of Goods is hereby expressly excluded from application to this Agreement.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

4.08 Export Compliance

A. Client shall be prohibited from re-selling, exporting and/or re-exporting the products purchased hereunder without the written consent of ADS. If Client should re-sell, export or re-export said products, Client must comply with all applicable export regulations, export licensing requirements and the U.S. Foreign Corrupt Practices Act, 15 USC §§78dd1 through 78dd3, as amended.

4.09 Government Indemnity

A. Purchase Orders placed hereunder containing a notation that the material is intended for use under a government contract shall be subject to the then current Government provisions referenced thereon in attachments thereto. However, prior to Client responding to a bid or RFP, Client bid response or proposal to RFP will be submitted to ADS and all clauses and regulatory requirements required to "flow-down" to subcontractors from a U.S. Government prime contract shall be reviewed, noted as to acceptance or rejection of clauses and mutually agreed to in writing by Client and ADS on an individual basis.

4.10 Successors, Assigns, and Beneficiaries

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

4.11 Limitation of Liability

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

4.12 Force Majeure

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

4.13 Acceptance Testing

A. The successful execution of the ADS standard test procedures for final test and checkout shall constitute Client acceptance testing of all products under this Agreement. Client may witness ADS-manufactured equipment acceptance testing on a non-interference basis upon thirty (30) days advance written request to ADS.

4.14 Engineering Changes

A. ADS reserves the right to make progress and design changes in standard product items ordered without prior approval or notification to Client.

4.15 Cancellation

A. ADS may at its option, cancel an order in the event, (a) Client's payments are in default or Client breaches any material provision hereto; (b) substantial changes in raw materials occur; (c) causes beyond ADS' reasonable control as specified in Article 4.08 (Force Majeure); (d) Client becomes insolvent or a petition of bankruptcy is filed.

4.16 Taxes

A. Client shall be responsible for payment of all applicable sales, use or other taxes whether local, state, or federal, which are chargeable in connection with the sale of the items hereunder unless specifically provided for otherwise in writing.

4.17 Confidentiality and Non-disclosure

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

4.18 EEO Statement

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

4.19 Notices

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

4.20 Survival

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

4.21 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4.22 Waiver

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

4.23 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

4.24 Entire Agreement

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to equipment sold and services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties. In the event of an inconsistency between the terms, conditions, and provision of this Agreement and those of Client's purchase order, then in accordance with the usage of trade, Client's assent to the terms and conditions herein shall be conclusively presumed from Client's failure to reasonably object in writing and from Client's acceptance of all or any part of the material and/or services ordered.

Exhibit A

PROPOSAL

ADS proposal dated 24 August 2020 containing the agreed upon Scope of Work, Compensation and Party Responsibilities is attached hereto and incorporated as if fully set forth herein.



City of Cartersville

**City Council Meeting
9/17/2020 7:00:00 PM
D&C Material Restock**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The Distribution and Collection Division (D&C) solicited quotes for the restock of brass meter setting and plastic sewer couplings. The following bids were received:</p> <ul style="list-style-type: none">· Fortiline Waterworks \$6,749.00· Core & Main \$6,861.25· Ferguson Waterworks \$7,671.75 <p>I recommend approval of the Fortiline Waterworks bid for \$6,749.00. This is a budgeted item.</p>
City Manager's Remarks:	I recommend approval of these purchases from Fortiline Waterworks.
Financial/Budget Certification:	All costs related to the purchase will pass through account 505.3320.52.2380 Maintenance to Mains or 505.3320.52.2341 Maintenance to Sewers.
Legal:	
Associated Information:	

QUOTE



a MORSCO brand

**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214325	FORTILINE CARTERSVILLE	5995275	8/26/20	1

CUSTOMER	PROJECT INFORMATION
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 CARTERSVILLE, GA 30120	STOCK 8/26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE	Ref #
10	100	EA	4" CPLG CI/PVCXCI/PVC 56-44	2.9400	294.00	
20	50	EA	5/8"X3/4" IRON YOKE BAR 14-2	10.2500	512.50	
30	75	EA	3/4" ADPT MIPXPJC 74753-22 NO LEAD	12.5000	937.50	
40	75	EA	1" ADPT MIPXPJC NO LEAD 74753-22	15.0500	1,128.75	
50	75	EA	1" CPLG PJCXPJC NO LEAD 74758-22	17.8500	1,338.75	
60	50	EA	1" BALL CORP CCXPJC 74701B-22 NO LEAD	50.7500	2,537.50	
Subtotal:					6,749.00	
Tax:					.00	
Bid Total:					6,749.00	

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By JDA 8/27/20 18:10:46



Bid Proposal for CARTERSVILLE STOCK

CARTERSVILLE, CITY OF
Bid Date: 08/24/2020
Core & Main 1462319

Core & Main
2111 Moon Station Dr
Kennesaw, GA 30144
Phone: 770-423-0583
Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
10	100	1056-44 4 CI/PVCXCI/PVC CPLG	EA	3.30	330.00
20	50	Y502 5/8X3/4 IRON YOKE	EA	9.50	475.00
30	75	C84-33GNL 3/4 CPLG MIPXGJCTS (NO LEAD)	EA	14.10	1,057.50
40	75	C84-44-G-NL 1 CPLG MIPXGJCTS GRIP JOINT NO LEAD	EA	16.70	1,252.50
50	75	C44-44-G-NL 1" CPLG GJCTS GRIP JOINT NO LEAD	EA	19.65	1,473.75
60	50	FB1000-3GNL 3/4 BALLCORP CCXGJ (CTS) NO LEAD	EA	45.45	2,272.50
				Sub Total	6,881.25
				Tax	0.00
				Total	6,861.25

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



FEL-MARIETTA WATERWORKS #407
 910-A COBB PARKWAY NE
 MARIETTA, GA 30062-2410

Phone: 770-499-2030
 Fax: 770-499-2093

Deliver To: From: David Bryan Comments:
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14:52:48 AUG 24 2020

Page 1 of 1

FEL-GEORGIA WATERWORKS #554

Price Quotation
 Phone: 770-499-2030
 Fax: 770-499-2093

Bid No: B499278
Bid Date: 08/21/20
Quoted By: DLB

Cust Phone: 770-387-5657
Terms: NET 10TH PROX

Customer: CITY OF CARTERSVILLE
 ATTN ACCOUNTS PAYABLE
 P O BOX 1390
 CARTERSVILLE, GA 30120

Ship To: CITY OF CARTERSVILLE
 ATTN ACCOUNTS PAYABLE
 P O BOX 1390
 CARTERSVILLE, GA 30120

Item # 8

Cust PO#:

Job Name: BRS / FERNCO

Item	Description	Quantity	Net Price	UM	Total
F105644	4 CI PVC X 4 CI PVC COUP	100	4.550	EA	455.00
	SUBTOTAL				455.00
FY502	5/8X3/4 MTR YOKE BAR	50	9.660	EA	483.00
FC8433GNL	LF 3/4 MIP X 3/4 CTS GJ COMP COUP	75	14.010	EA	1050.75
FC8444NL	LF 1 MIP X 1 CTS PJ COUP	75	16.600	EA	1245.00
FC4444NL	LF 1 CTS X CTS COMP COUP	75	19.520	EA	1464.00
FFB10004GNL	LF 1 CC X CTS GJ BALL CORP	50	59.480	EA	2974.00
	SUBTOTAL				7216.75
Net Total:					\$7671.75
Tax:					\$0.00
Freight:					\$0.00
Total:					\$7671.75

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=407&on=26356>



City of Cartersville

**City Council Meeting
9/17/2020 7:00:00 PM
Collins Drive Valve Repair**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
<p>Department Summary Recommendation:</p>	<p>The Water Department was notified by Public Works on Thursday, September 3, 2020 that a valve was leaking at the intersection of Collins Drive and N. Tennessee Street. Upon investigation, we found an 8-inch valve leaking around the valve box. Surrounding valves were operated to isolate the leak. During operation of a 12-inch valve on Collins Drive, it also developed a leak. With the 12-inch valve inoperable, the isolation area grows considerably. In order to isolate the leak with existing valves, water would have to be shut off along the full length of Collins Drive and to several side streets that feed into Collins Drive.</p> <p>To avoid disruption to residences and businesses in the area, we would like to install a 12-inch TEAM insertion valve into the 12-inch main on Collins Drive. Additionally, we will install an 8-inch gate valve in the main along Tennessee Street. This will reduce the outage area to the intersection of Collins and Tennessee Street and have no customers out of water. There will be a brief outage for eight customers while the 8-inch valve is installed.</p> <p>Excavation quotes were solicited from Kirkpatrick and Sons and C&L Contracting for excavation of the valves. A contractor is needed due to the depth of the valves. Both contractors provided the attached hourly rates for a single crew with equipment. Because of the complexity of the repair and still unknown cause of the leak, I am asking for approval of an amount not to exceed \$45,000. This amount will allow us some flexibility if the repair takes longer or is more involved that we expect.</p> <p>The job cost will roughly be allocated as such:</p> <ul style="list-style-type: none"> · 12-inch valve insertion \$16,000.00 · Excavation and repair of existing valves \$13,000.00 · Repair material \$5,000.00 · Site restoration \$5,000.00

Cover Memo

Item # 9

	· Allowance for additional time \$6,000.00 This is a budgeted expense.
City Manager's Remarks:	This was an unexpected project that is due to some damage at a water valve located at the corner of Collins Drive and Tennessee Street. The Water Department has researched the best way to repair this damage with limiting the number of city residents and businesses disrupted by the repair work and I recommend approval of the material purchases and hiring Kirkpatrick & Sons for this project.
Financial/Budget Certification:	All costs will pass through account 505.3320.52.2380 Maintenance to Water Mains.
Legal:	
Associated Information:	

C&L Contractors, Inc.

228 Braswell Path · Dallas, GA · 30132

Office: 770.505.6977 · Fax: 770.443.5153 · cmclcontractors@att.net

Job Name: City of Cartersville, leak repair Tenn St and Collins Dr

Date: 9/2/2020

Contact: Chris Corley

Contact #: (678)873-2845

Bid Proposal Items

Item No.	Item Description	Est. Qty.	Pay Unit		Unit Cost		Total Item Amount
1	Hourly Rate: 3 Men, Excavator, and Truck with Tools. Daylight Work Hours. 8 Hour Min, Labor Only	8.00	HR		\$ 450.00		\$ 3,600.00
2	Dirt Import/Export	1.00	LD		\$ 300.00		\$ 300.00
3	Mobilization	1.00	EA		\$ 1,300.00		\$ 1,300.00
4							
5							
Excludes permits, bonding, municipal fees, tap fees, utility conflicts, staking, as-builts, erosion control, grassing, landscaping, sidewalk/street restoration, rock excavation, blasting, unsuitables, spoils disposal, etc.							
						Total Quote	\$ 5,200.00

Mailing Address:
P. O. Box 790
White, GA 30184-0790
Phone 678-721-7780



Physical Address:
4200 Hwy. 411, NE
Rydal, GA 30171-1500
Fax 678-721-7795

September 4, 2020

City of Cartersville
Attn: Terry Jordan and Brent Beck

We are pleased to quote the following hourly crew rate with a four man crew, excavator, trench boxes, crew truck, water pump for dewatering to make repairs on water mains. All materials furnished by City of Cartersville. Work to be done at intersection at Tennessee Street and Collins Drive.

QUAN.	U/M	DESCRIPTION	UNIT PRICE
1	EA	MOBILIZATION FOR EXCAVATOR	\$500.00
1	EA	MOBILIZATION FOR TRENCH BOX	\$500.00
	HR	CREW RATE	\$485.00

NOTES:

Paid travel time one way

Payment net 30 days, 1 1/2% interest per month charged on past due accounts
Attorney's fees will be added if necessary for collection

Sincerely

Tim Kirkpatrick



City of Cartersville

**City Council Meeting
9/17/2020 7:00:00 PM
Fire Department Vehicle Purchases**

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	<p>Respectfully request approval to purchase two vehicles that are budgeted items in the FY 20/21 budget. Vehicle #1 is an addition to the fleet. This is a 10-passenger van that will be used to transport to places such as the training academy, rescue deployments and for our honor guard. Vehicle #2 is a mid- size SUV that will be used by the training division and will replace a 2008 model.</p> <p>Bid packages were hand delivered to all local vendors and placed on the City website with all proper documentations and declarations. A total of three vehicle vendors returned bids for the SUV and two returned bids for the van. Bids and documents were reviewed. Prater Ford was the low bid on the van that met all critical specifications. Prater Ford was the near low bid on the SUV with a difference of \$21.96 over Wade Ford. We recommend the low and best bid of Prater Ford for \$73,549.88 for the two budgeted vehicles. In addition we will seek \$3,840.00 for graphics and emergency lighting. This bring our total request for this vehicle purchase package to \$77,389.88 and is \$17,610.12 below budget. This is a lease pool purchase. We thank you in advance for any positive consideration that may be given.</p>
City Manager's Remarks:	I recommend approval of these vehicle purchases.
Financial/Budget Certification:	The total request for this vehicle purchase package is \$77,389.88. This is a lease pool purchase.
Legal:	
Associated Information:	

Vendor	Van	SUV	Graphics	Lights/Siren	Notes
Robert Loehr	No Bid	\$34,845	\$1,500.00	\$2,340.00	
Prater	\$37,742.92	\$35,806.96	\$1,500.00	\$2,340.00	Rear Mat Spec not met on Van
Wade	\$35,195.00	\$35,785.00	\$1,500.00	\$2,340.00	Engine, Fuel tank Spec not met on Van

	Proposed Purchase	Note
Van - Prater Ford	\$37,742.92	Correct Power Train
SUV- Prater Ford	\$35,806.96	\$21.96 above, but best bid
Coosa Valley Communications	\$2,340.00	
Martin Neon Signs	\$1,500.00	
Total request	\$77,389.88	

Note: **\$17,610.12**
Below Budget
Bid Packs hand delivered to all
local dealers and placed on
City Website



City of Cartersville

**City Council Meeting
9/17/2020 7:00:00 PM
Fire Suppression System**

SubCategory:	Bid Award/Purchases
Department Name:	FiberCom
Department Summary Recommendation:	<p>The Fiber Department requests the purchase and installation of fire suppression systems for our Southeast Node and North Node. This is needed and will significantly improve the fire protection of all equipment and data in the buildings. We researched different technologies and chose to go with an inert gas system. The Fike Pro-Inert2 system is designed to extinguish a fire without damaging computer equipment.</p> <p>We contacted different vendors, including a local business, and received quotes. After comparing and reviewing the quotes, we recommend the approval of combined quotes from ASA Fire Protection (a local company) for \$34,950 for the purchase and installation of Fike Pro-Inert2 fire suppression systems. This is a budgeted purchase.</p>
City Manager's Remarks:	I recommend approval of the fire suppression systems at these two city facilities.
Financial/Budget Certification:	
Legal:	
Associated Information:	



September 11, 2020

Company: City of Cartersville

Contact: Todd Jessee

Proposal# 114799

ASA is pleased to present you with our proposal for the following scope of work at the above-mentioned facility.

ASA proposes to install a new Fike Pro-Inert2, clean agent gas fire suppression system into the existing server room/building at the public works complex in Cartersville, GA. Building is approximately 8,300cf, Pro-Inert system will be activated by cross zoned, electric smoke detection (8ea) and released by a new standalone Notifier, fire alarm control panel installed inside the server room. 6ea 300 bar IG55 cylinders will be mounted in a rack just inside the server room and piping with nozzles 2-4ea) extended into the room, pipe will be sch 40 and all fittings class 300. Horn and strobe devices will be installed in the enclosure as well as outside the entry doors. All system wiring will be installed inside of EMT conduit, supplied and installed by ASA. System will also have a manual pull station, abort switch and maintenance key switch installed at the entry door per code

Total cost = \$23,980.00

****110v power for releasing panel to be supplied by others****

****Tie in for external communication to be provided by others****

This Price reflects the ability to do all the above proposed work at the same time. Price includes normal freight charges. All required high voltage wiring is excluded along with painting and sheetrock repair. Price does not include Overtime Work and is also based on adequate water supply to meet system demand on fire sprinkler projects.

Terms: Net 30 days for customers with established credit accounts, COD for clients with no account. ASA reserves the right to adjust the quoted price in response to price fluctuations in raw material costs.

This proposal will be valid for (30) days from the indicated date.



ASA Fire Protection, LLC. is dedicated to customer satisfaction by supplying quality equipment and workmanship at a fair price, along with responsive 24 hour, 7 day per week service on all systems installed. If you require any additional information, please call me. Thank you.

Respectfully Submitted,

Nate Ritchie

Signature of Selling Party: _____ Date ___/___/___

Signature of accepting party: _____ Date ___/___/___



September 11, 2020

Company: City of Cartersville

Contact: Todd Jessee

Proposal# 114822

ASA is pleased to present you with our proposal for the following scope of work at the above-mentioned facility.

ASA proposes to install a new Fike Pro-Inert, clean agent gas fire suppression system into the existing server room/ node building on Industrial drive in Cartersville, GA. Building is approximately , Pro-Inert system will be activated by cross zoned, electric smoke detection (8ea) and released by a new standalone Notifier, fire alarm control panel installed inside the server room. 1ea 200 Bar Pro-Inert cylinder will be mounted in a rack just inside the room and piping with nozzles 1ea) extended into the room, pipe will be sch 40 and all fittings class 300. Horn and strobe devices will be installed in the enclosure as well as outside the entry doors. All system wiring will be installed inside of EMT conduit, supplied and installed by ASA. System will also have a manual pull station, abort switch and maintenance key switch installed at the entry door per code

Total cost = \$10,970.00

****110v power for releasing panel to be supplied by others****

****Tie in for external communication to be provided by others****

This Price reflects the ability to do all the above proposed work at the same time. Price includes normal freight charges. All required high voltage wiring is excluded along with painting and sheetrock repair. Price does not include Overtime Work and is also based on adequate water supply to meet system demand on fire sprinkler projects.

Terms: Net 30 days for customers with established credit accounts, COD for clients with no account. ASA reserves the right to adjust the quoted price in response to price fluctuations in raw material costs.

This proposal will be valid for (30) days from the indicated date.



ASA Fire Protection, LLC. is dedicated to customer satisfaction by supplying quality equipment and workmanship at a fair price, along with responsive 24 hour, 7 day per week service on all systems installed. If you require any additional information, please call me. Thank you.

Respectfully Submitted,

Nate Ritchie

Signature of Selling Party: _____ Date ___/___/___

Signature of accepting party: _____ Date ___/___/___



City of Cartersville

City Council Meeting
9/17/2020 7:00:00 PM
July 2020 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for July 2020.
City Manager's Remarks:	Tom R. will present these financial reports.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of July 31, 2020

	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	100.00% OF BUDGET (Year to Date)
	MONTH OF July-19	MONTH OF July-20	Year to Date July-19	Year to Date July-20	
<i>GENERAL FUND excluding SPOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$3,248,208	\$1,405,725	\$3,248,208	\$1,405,725	5.34%
EXPENDITURE	\$1,992,248	\$2,725,419	\$1,992,248	\$2,725,419	10.36%
Gen. Fund Net Profit (Loss)	\$1,255,960	(\$1,319,694)	\$1,255,960	(\$1,319,694)	
<i>WATER & SEWER</i>					
REVENUE	\$2,124,936	\$2,021,563	\$2,124,936	\$2,021,563	4.87%
EXPENDITURE	\$1,234,653	\$1,426,768	\$1,234,653	\$1,426,768	3.44%
Wtr. & Swr. Fund Net Profit (Loss)	\$890,283	\$594,795	\$890,283	\$594,795	
<i>As of July 31, 2020 a total of \$5,000 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
<i>GAS</i>					
REVENUE	\$1,513,925	\$1,217,094	\$1,513,925	\$1,217,094	4.66%
EXPENDITURES	\$1,355,077	\$1,282,410	\$1,355,077	\$1,282,410	4.91%
Gas Fund Net Profit (Loss)	\$158,848	(\$65,316)	\$158,848	(\$65,316)	
<i>ELECTRIC</i>					
REVENUE	\$4,388,303	\$4,325,598	\$4,388,303	\$4,325,598	8.87%
EXPENDITURES	\$3,868,305	\$3,925,063	\$3,868,305	\$3,925,063	8.05%
Electric Fund Net Profit (Loss)	\$519,998	\$400,535	\$519,998	\$400,535	
<i>STORMWATER</i>					
REVENUE	\$130,677	\$128,224	\$130,677	\$128,224	8.04%
EXPENDITURE	\$91,673	\$140,130	\$91,673	\$140,130	8.79%
Stormwater Fund Net Profit (Loss)	\$39,004	(\$11,906)	\$39,004	(\$11,906)	
<i>SOLID WASTE</i>					
REVENUE	\$233,744	\$239,054	\$233,744	\$239,054	7.56%
EXPENDITURE	\$148,768	\$220,826	\$148,768	\$220,826	6.98%
Solid Waste Fund Net Profit (Loss)	\$84,976	\$18,228	\$84,976	\$18,228	
<i>FIBER OPTICS</i>					
REVENUE	\$189,061	\$199,447	\$189,061	\$199,447	8.48%
EXPENDITURE	\$80,189	\$103,110	\$80,189	\$103,110	4.38%
Fiber Fund Net Profit (Loss)	\$108,872	\$96,337	\$108,872	\$96,337	

	Description	7/31/2020	FY 2021 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$1,405,725	\$26,310,555	5.34%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,028	\$4,112,040	0.05%
	Local Option Sales Tax (LOST)	\$355,073	\$3,720,000	9.54%
	Other Taxes	\$488,712	\$8,479,415	5.76%
	Building Permit & Inspection Fees	\$13,018	\$350,000	3.72%
	Fines and Forfeitures	\$22,385	\$300,000	7.46%
	Operating Transfers In-City Utilities	\$292,726	\$3,559,675	8.22%
	Other Revenues	\$231,783	\$5,254,980	4.41%
	Use of Reserves	\$0	\$534,445	0.00%
	Total Expenditures	\$3,067,193	\$26,310,555	11.66%
	Personnel Expenses	\$2,189,170	\$18,363,075	11.92%
	Operating Expenses	\$422,323	\$7,317,780	5.77%
	Capital Expenses	\$0	\$174,000	0.00%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
Library Appropriations	\$455,700	\$455,700	100.00%	
Water & Sewer Fund	Total Revenues	\$2,021,563	\$41,505,895	4.87%
	Water Sales	\$1,179,651	\$11,325,000	10.42%
	Sewer Sales	\$708,476	\$6,470,165	10.95%
	Bond Proceeds		\$0	#DIV/0!
	Use of Reserves		\$22,525,000	0.00%
	Prior Year Capacity Fees		\$550,000	0.00%
	Other Revenues	\$133,436	\$635,730	20.99%
	Total Expenditures	\$1,426,767	\$41,505,895	3.44%
	Personnel Expenses	\$455,104	\$4,107,855	11.08%
	Operating Expenses	\$179,986	\$4,964,740	3.63%
Capital Expenses	\$0	\$4,120,000	0.00%	
Capital Expenses (Bond Funds)	\$5,000	\$22,525,000	0.02%	
Transfer To General Fund	\$182,962	\$2,170,705	8.43%	
Debt Payments	\$603,715	\$3,617,595	16.69%	
Gas Fund	Total Revenues	\$1,217,094	\$26,114,640	4.66%
	Gas Sales	\$1,013,836	\$23,959,715	4.23%
	Gas Commodity Charge	\$120,539	\$1,481,255	8.14%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$82,719	\$612,260	13.51%
	Use of Reserves	\$0	\$61,410	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,282,409	\$26,114,640	4.91%
	Personnel Expenses	\$262,704	\$2,426,775	10.83%
Operating Expenses	\$67,284	\$1,797,440	3.74%	
Purchase of Natural Gas	\$652,000	\$16,076,325	4.06%	
Transfer to General Fund	\$267,342	\$3,208,105	8.33%	
Debt Service	\$0	\$775,765	0.00%	
Capital Expenses	\$33,079	\$1,830,230	1.81%	

	Description	7/31/2020	FY 2021 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$4,325,599	\$48,746,650	8.87%
	Electric Sales	\$4,217,726	\$47,222,600	8.93%
	Other Revenues	\$107,873	\$1,524,050	7.08%
	Total Expenses	\$3,925,064	\$48,746,650	8.05%
	Personnel Expenses	\$290,718	\$2,525,705	11.51%
	Operating Expenses	\$79,488	\$1,623,775	4.90%
	Purchase of Electricity	\$3,272,767	\$40,367,945	8.11%
	Capital Expenses	\$48,718	\$1,428,750	3.41%
	Transfer to General Fund	\$233,373	\$2,800,475	8.33%
	Stormwater Fund	Total Revenues	\$128,224	\$1,595,000
Stormwater Revenues		\$126,911	\$1,514,000	8.38%
Mitigation Grant Revenue		\$0	\$0	#DIV/0!
Other Revenues		\$1,313	\$81,000	1.62%
Proceeds from Capital Leases		\$0	\$0	#DIV/0!
Use of Reserves		\$0	\$0	#DIV/0!
Stormwater Improvement Funds		\$0	\$0	#DIV/0!
Total Expenses		\$140,130	\$1,595,000	8.79%
Personnel Expenses		\$97,717	\$767,100	12.74%
Operating Expenses		\$42,413	\$652,245	6.50%
Capital Expenses	\$0	\$175,655	0.00%	
Solid Waste Fund	Total Revenues	\$239,053	\$3,163,700	7.56%
	Refuse Collections Revenues	\$234,593	\$2,833,200	8.28%
	Other Revenues	\$4,460	\$50,500	8.83%
	Proceeds From Capital Leases	\$0	\$280,000	0.00%
	Total Expenses	\$220,826	\$3,163,700	6.98%
	Personnel Expenses	\$158,809	\$1,322,515	12.01%
	Operating Expenses	\$62,017	\$1,561,185	3.97%
Capital Expenses	\$0	\$280,000	0.00%	
Fiber Optics Fund	Total Revenues	\$199,447	\$2,352,000	8.48%
	Fiber Optics Revenues	\$185,517	\$2,152,800	8.62%
	GIS Revenues	\$9,325	\$113,200	8.24%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$4,605	\$86,000	5.35%
	Total Expenses	\$103,110	\$2,352,000	4.38%
	Personnel Expenses	\$82,890	\$737,550	11.24%
	Operating Expenses	\$7,501	\$829,730	0.90%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$683	\$15,370	0.00%
Capital Expenses	\$0	\$624,920	0.00%	
ransfers to General Fund	\$12,036	\$144,430	8.33%	

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					
Total Restricted Cash Balance	\$165,806,299.30	\$168,774,052.32					
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 July 2020:
 Unrestricted cash decreased due to decreases in the General, Stormwater, Water, Gas, Solid Waste, Fiber, Insurance , and Garage Funds. The decrease was offset slightly by an increase in the Electric Fund.

Restricted cash increased due to increases in the Motor Vehicle Tax, GO Parks & Recreation, SPL OST 2020, Cartersville Building Authority, Debt Service, and Pension Funds. There was offsetting small decreases in the BID, Hotel-Motel Tax, and SPL OST 2003 Funds.



City of Cartersville

**City Council Meeting
9/17/2020 7:00:00 PM
GO Bond Fund Allocations**

SubCategory:	Discussion
Department Name:	Parks and Recreation
Department Summary Recommendation:	The GO Bond for Park Projects has around \$190,000 left that we need to spend by the end of this Fiscal Year. I have attached the original Project Spreadsheet that was last updated on April 17, 2018. Also, attached is the Projects that were either not completed or new ones that we have targeted for completion. The Parks and Recreation Dept is seeking approval to allocate these funds to the following projects: 1) Goodyear Clubhouse Renovation and 2) HVAC Unit for Aubrey Street Gym. The other remaining projects would be completed in order based upon the amount of money left over following the completion of the first two projects.
City Manager's Remarks:	A number of projects have been completed from the General Obligation Bonds for Parks and Recreation and currently we have approximately \$190,000 left in the bond funds. We would like City Council approval on which projects the remaining funds will be spent on, so these projects can be completed by fiscal year end.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cartersville Parks and Recreation Department Bond Projects	
Project	Estimated Total Project Cost
Goodyear Clubhouse Renovation	150,000
Aubrey Street Gym - HVAC Unit	40,000
Engineer Drawing for New Maintenance Bldg	20,000
Additional Tennis Center Parking	30,000
Outdoor Exercise Stations	50,000

Cartersville Parks and Recreation Department Bond Projects

Project	Capital asset value	Notes
Leake Mounds-Etowah RiverWalk Link Trail (\$1,610,000 Grant)	2,214,972.53	Project is complete
Pettit Creek Trail Phase III Trail	34,689.97	Project has been discontinued.
Dellinger Park Athletic Field Lighting	601,667.00	Project is complete
Cartersville Sports Complex - R. Bell Field Lighting	-	Project is complete
Dellinger Park Tennis/Basketball Lighting	143,633.00	End of bond project
Dellinger Park F# 4-6 - Irrigation replacement	45,200.00	Project is complete
Dellinger Park Fencing (#1-#6, Football,Basketball)	279,745.96	Project is complete
Dellinger Park Scoreboard/Video Board	86,277.00	Project is complete
Park Play Systems:		
Dellinger Park Large	126,521.16	Project is complete.
Dellinger Park Small	28,992.23	Project is complete.
Sports Complex	36,101.61	Project is complete.
Dellinger Park Pool Covered Pavilion	\$48,638.93	Project is complete
Dellinger Buildings		
Administrative Building - Building A	\$964,494.02	Project is complete.
Concession #1 - Building B	\$621,040.19	Project is complete.
Tennis Office/Restrooms - Building C	\$672,769.99	Project is complete.
Back Restrooms - Building D	\$134,147.00	Project is complete.
Shelter Restrooms - Building E	\$324,137.80	Project is complete.
Dellinger Park: Picnic Shelter Area Replacement	\$374,967.89	Project is complete
Dellinger Park Tennis Covered Pavilion	\$64,721.10	Project is complete
Dellinger Park Front Entrance - columns, signage, fencing	\$59,827.15	Project is complete
Dellinger Park Outdoor Exercise Stations		
Dellinger Park Security Cameras	\$11,720.18	Project is Complete
Dellinger Park Paving	\$167,098.50	Project is complete
Dellinger Park Maintenance Building Renovation		
Dellinger Park Trail Renovation - lighting, border, stone		Absorbed in budget
Dellinger Park Tennis Court Surfacing/Renovation		Absorbed in budget
Dellinger Park Tennis Area - Additional Parking		
Sam Smith Park Entrance Sign	\$6,240.00	Project is complete
Buildings Outside Dellinger Park:		
Sam Smith Park Senior Aquatic Center Restroom Addition	\$315,060.92	Project is complete
Aubrey St. Pool/Bathhouse Renovation	\$882,994.04	Project is complete
Hicks Park Restroom Renovation	\$301,630.40	Project is complete
Cartersville Sports Complex Restroom Renovation	\$318,639.12	Project is complete
Goodyear Clubhouse Renovation		
Cartersville Sports Complex Fields #1,#2,#3,F#4 Renovation	\$462,023.00	Project is complete
Dellinger Park Bleachers/Score Stands	\$46,577.75	Project is complete.
Total	\$9,374,528.44	



City of Cartersville

City Council Meeting
9/17/2020 7:00:00 PM
Z20-03 175 E. Main St.

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<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>
City Manager's Remarks:	<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>
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SUMMARY

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

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

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

Representative: **Robert Ledbetter, Jr.**

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

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

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

Site Characteristics:

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

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

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial)**

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

Proposed Use: **Apartment development**

Current Zoning of Adjacent Property:

North: **G-C (General Commercial)**

South: **County M-1 (Mining)**

East: **G-C and County M-1**

West: **G-C and MN (Mining)**

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

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

ZONING ANALYSIS

Site History:

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

Previous zoning cases:

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

Project Summary:

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

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

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

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

The current statistics of the proposed development are as follows.

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

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

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

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

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

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

City Department Comments

Electric: Takes No Exception

Fibercom: Takes No Exception

Fire: Takes No Exception

Gas: Takes No Exception

Public Works: No comments received.

Water and Sewer: No comments received.

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

Public Comments:

None received as of 8-5-2020

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent property that is zoned G-C contains commercial retail uses complimentary to the requested rezoning. Adjacent property that is zoned for mining, either MN or M-1, may be compatible with the requested zoning and land use if the current level of mining activity or other activity, like stormwater detention, remains at or below current activity levels.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposed development would introduce a residential housing product that may currently be in demand.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal would generally permit a use that is suitable in view of the use of the adjacent properties, particularly the G-C zoned properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent or nearby property use or usability.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal will conform to the Future Land Use Map and Future Development Plan.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
No adverse impact is expected. Site and building renovation resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.

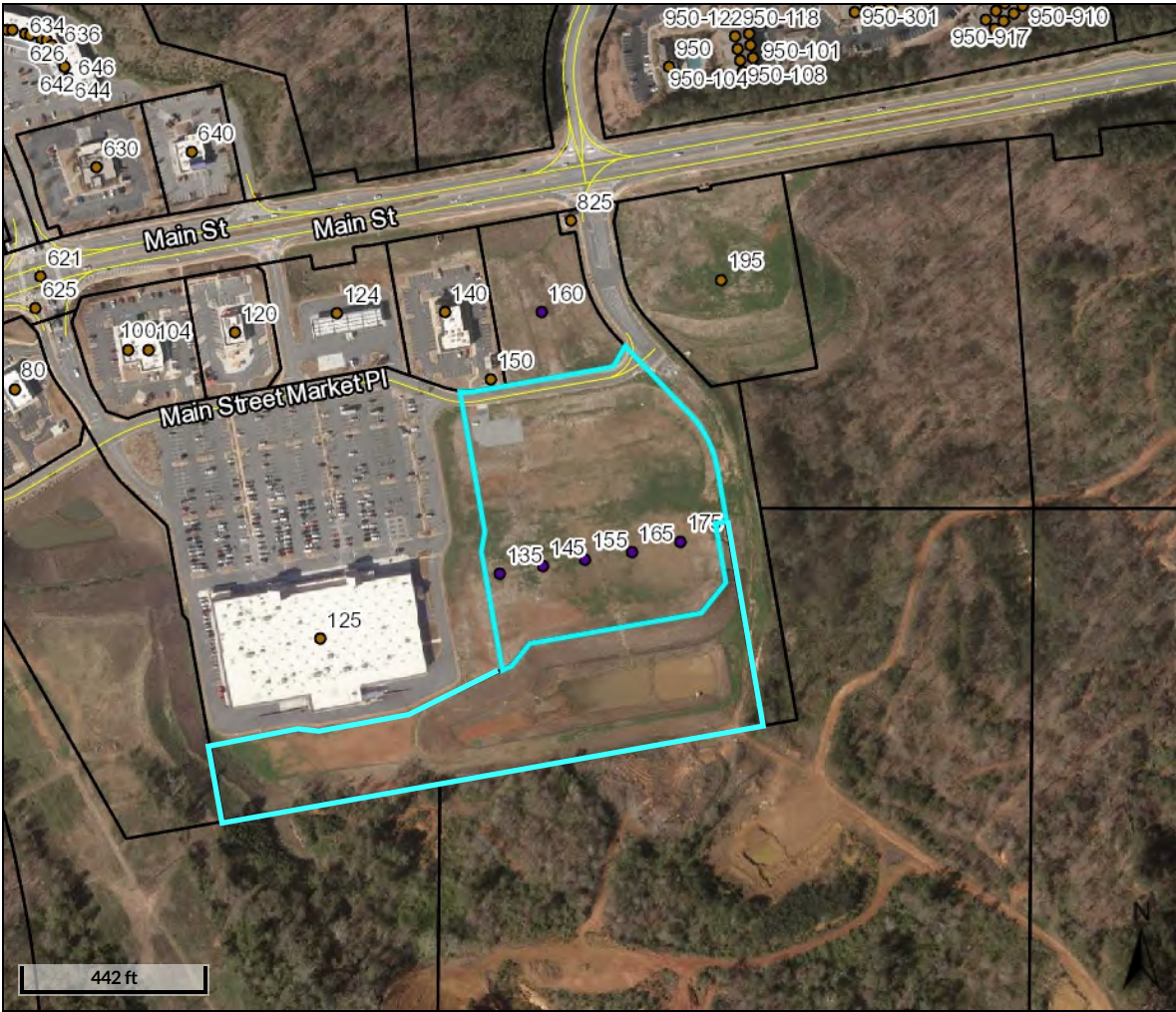
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed use should not burden existing streets, transportation facilities or utilities. The Cartersville School District recognizes this rezoning may have a low degree of impact directly on the school system, but requests that all involved in the review be aware of that the collective result of the recent zoning approvals for multi-family projects may add additional strain to school resources. The school district is working on solutions to the capacity issues.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no known conditions.

STAFF RECOMMENDATION:

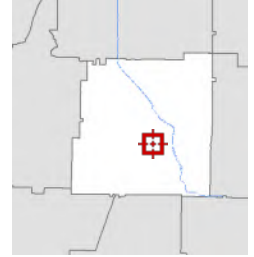
Staff does not oppose the rezoning.

PLANNING COMMISSION RECOMMENDATION:







Recommends approval, 4-1.



Overview



Legend

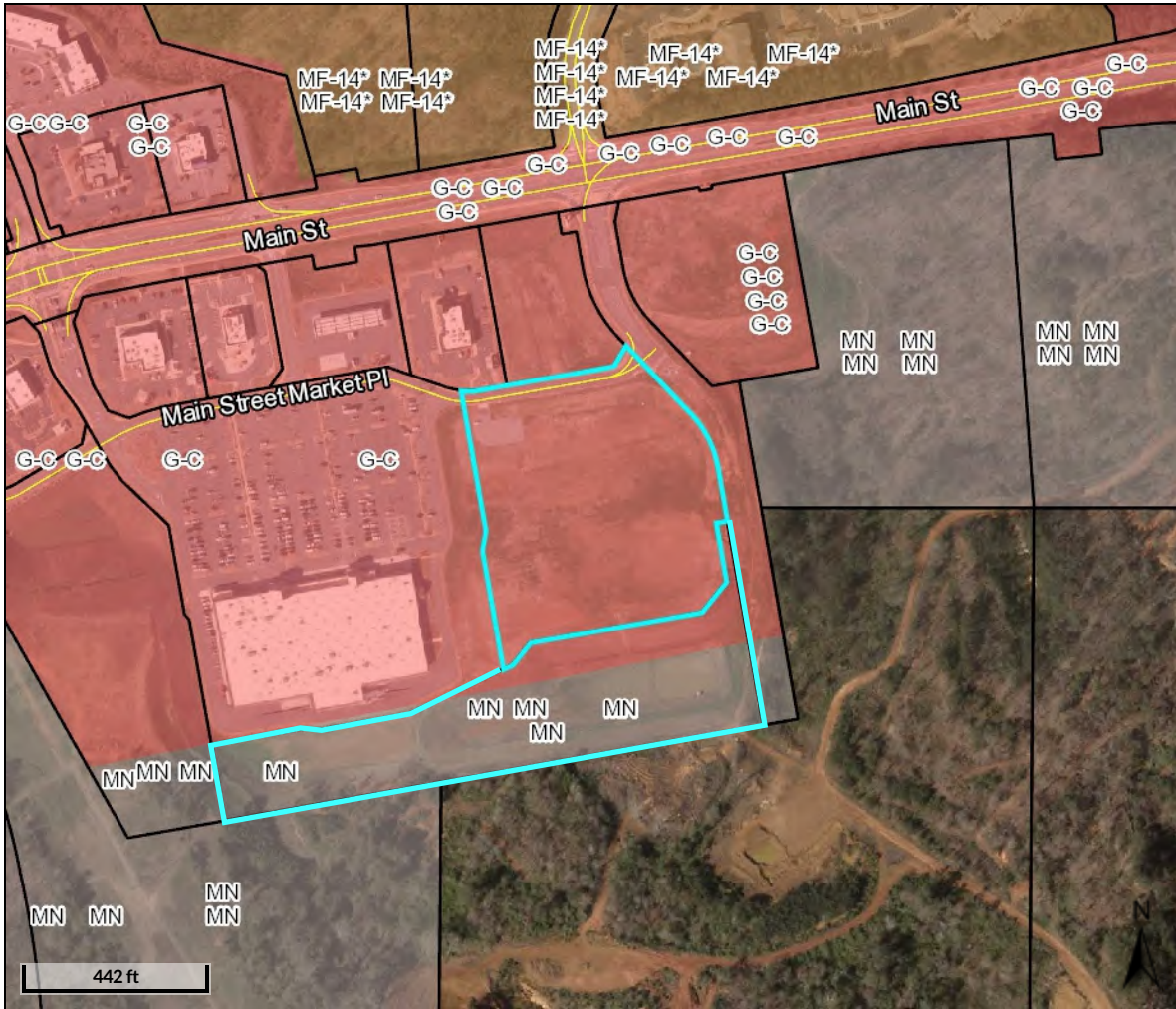
-  Parcels
- Structural Numbers**
-  <all other values>
-  Abandoned or Inactive
-  Active
-  Proposed
-  Roads

Parcel ID	C007-0001-015	Alternate ID	46572	Owner Address	SOUTH OF MAIN LLC
Sec/Twp/Rng	n/a	Class	Commercial		P O BOX 1434
Property Address	135 175 MAIN STREET MARKET PLACE	Acreage	7.33		CARTERSVILLE GA 30120
	E Main Street TAD #1				
District	E Main Street TAD #1				
Brief Tax Description	LL 388, 405 D4				

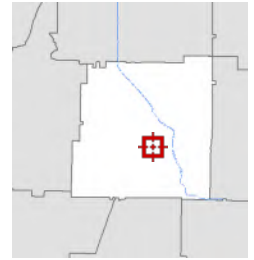
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














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 30114

Item #114

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.

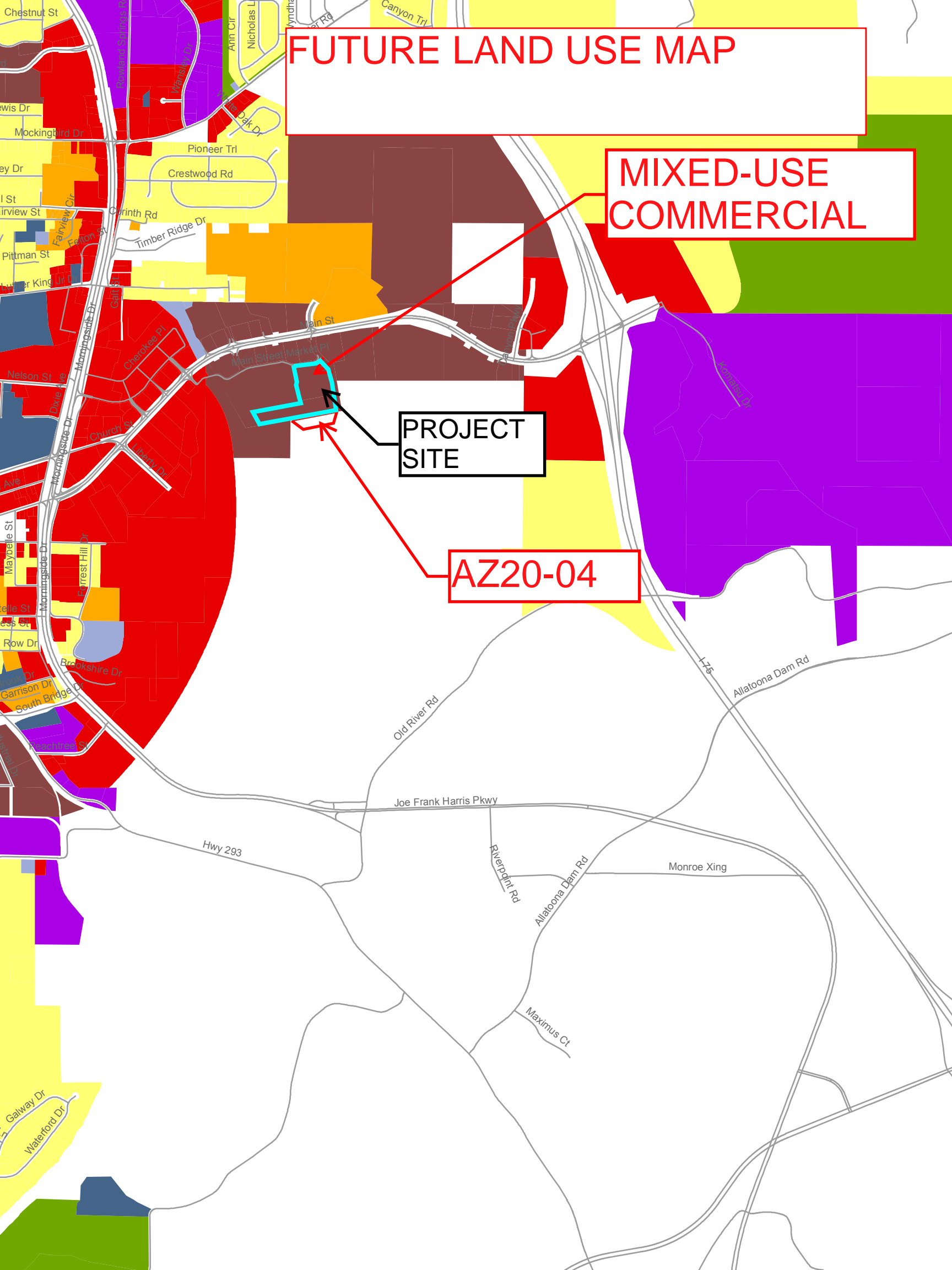


FUTURE LAND USE MAP

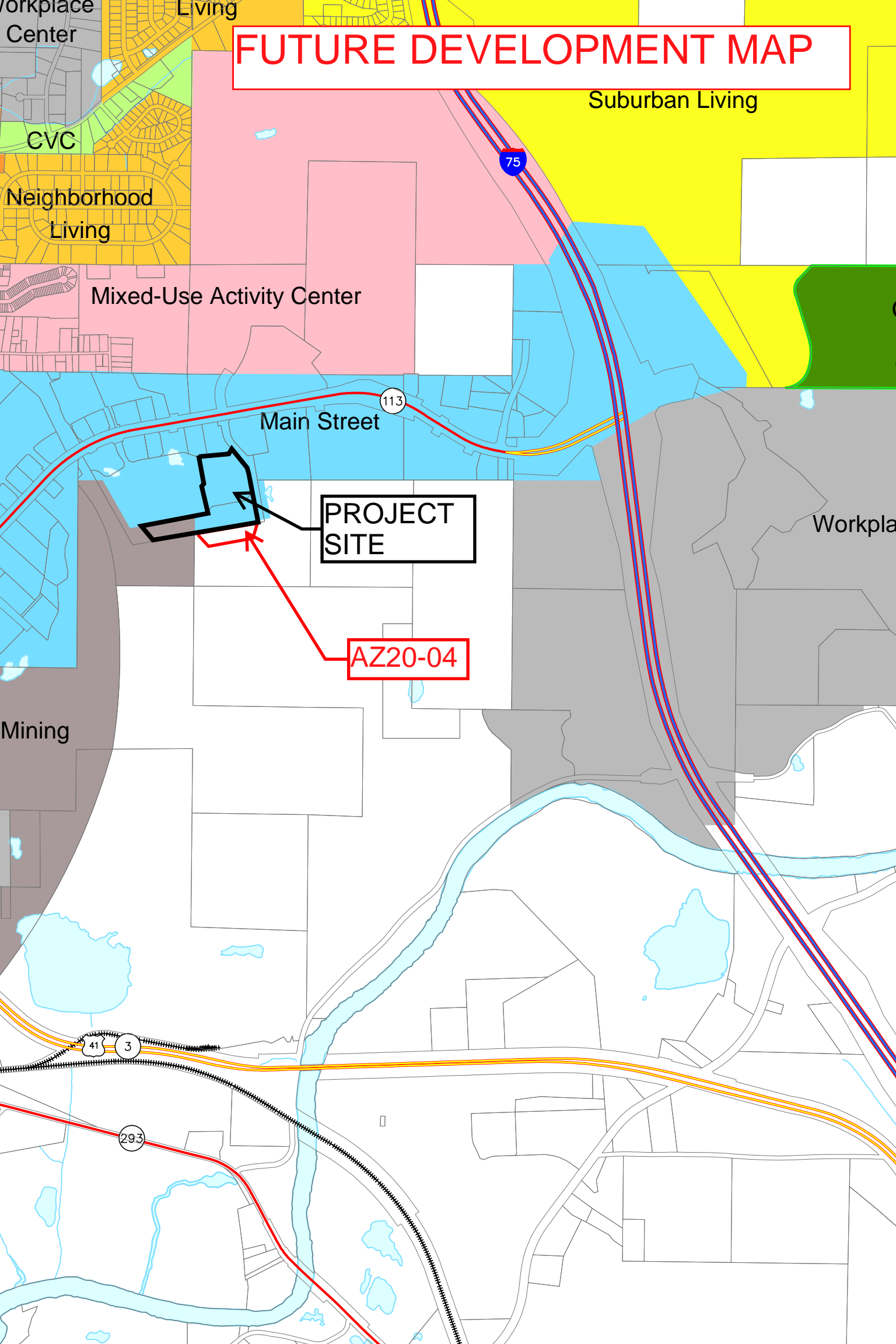
MIXED-USE
COMMERCIAL

PROJECT
SITE

AZ20-04



FUTURE DEVELOPMENT MAP



Suburban Living

CVC

Neighborhood Living

Mixed-Use Activity Center

Main Street

113

PROJECT SITE

AZ20-04

Workpla

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 1st City Council Aug 20th 7:00pm 2nd City Council Sept 3rd 7:00pm

Applicant Cherokee Main Street III, LLC
By: Etowah Investors, LLC, its Managing Member
Robert H. Ledbetter, Jr., its Manager

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 

Signed, sealed and delivered in presence of:

 Notary Public



* 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 Kena R. Butler

Signed, sealed, delivered in presence of:

Mary E. Keith
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.

Item # 14

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.

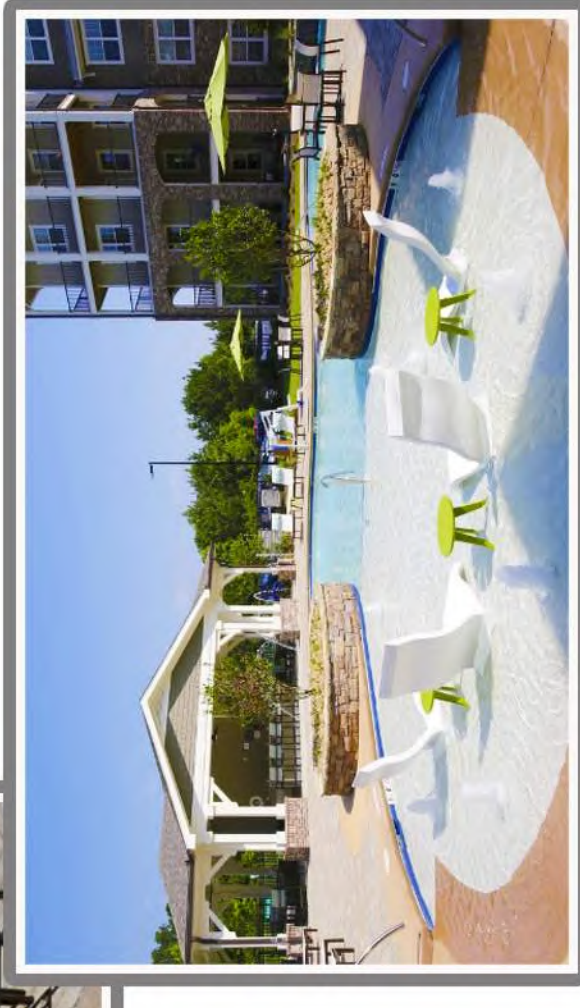
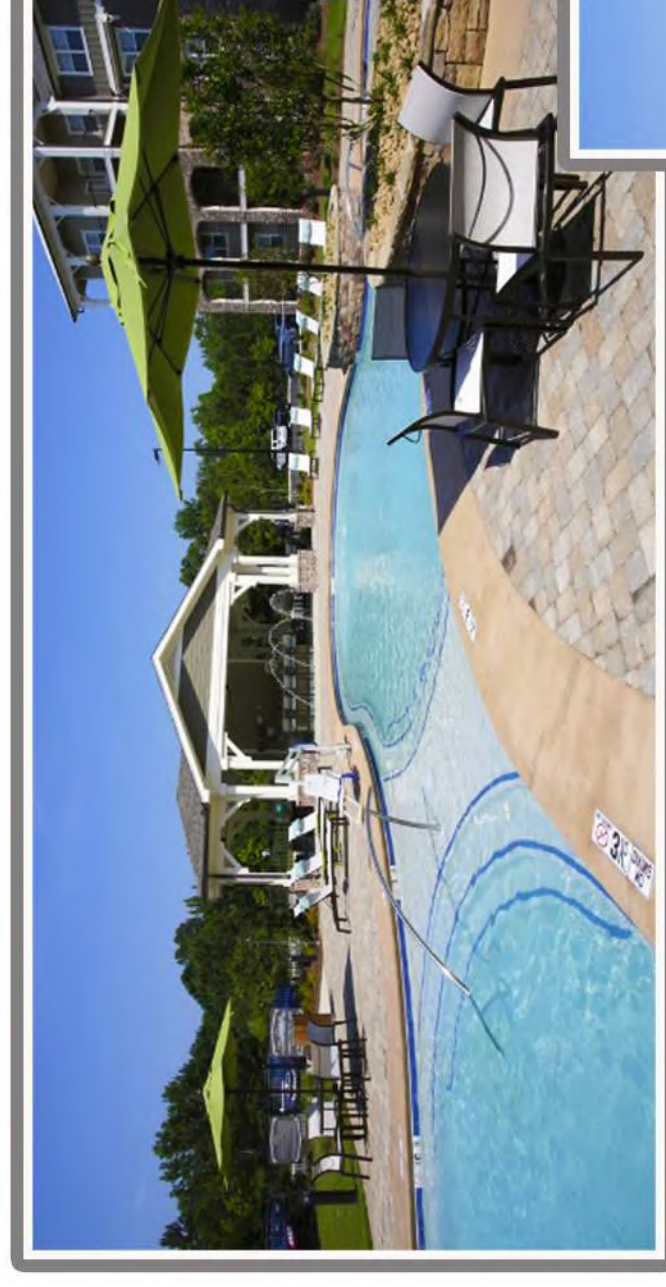
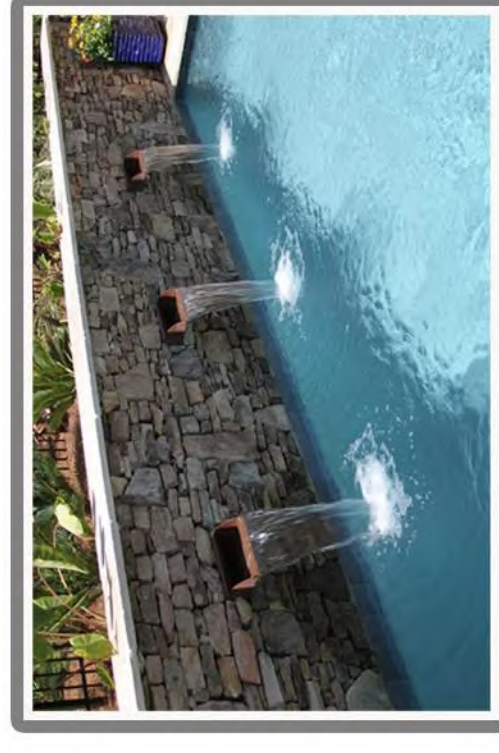


Signature
Date 6/22/20

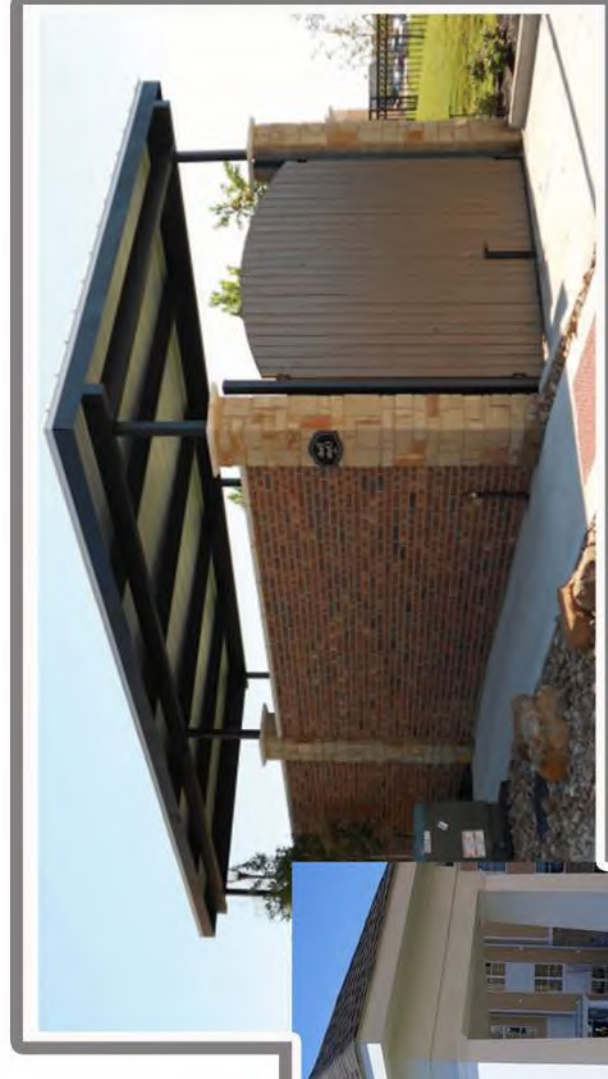
Robert A. Ledbetter, Jr.
 Print Name



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

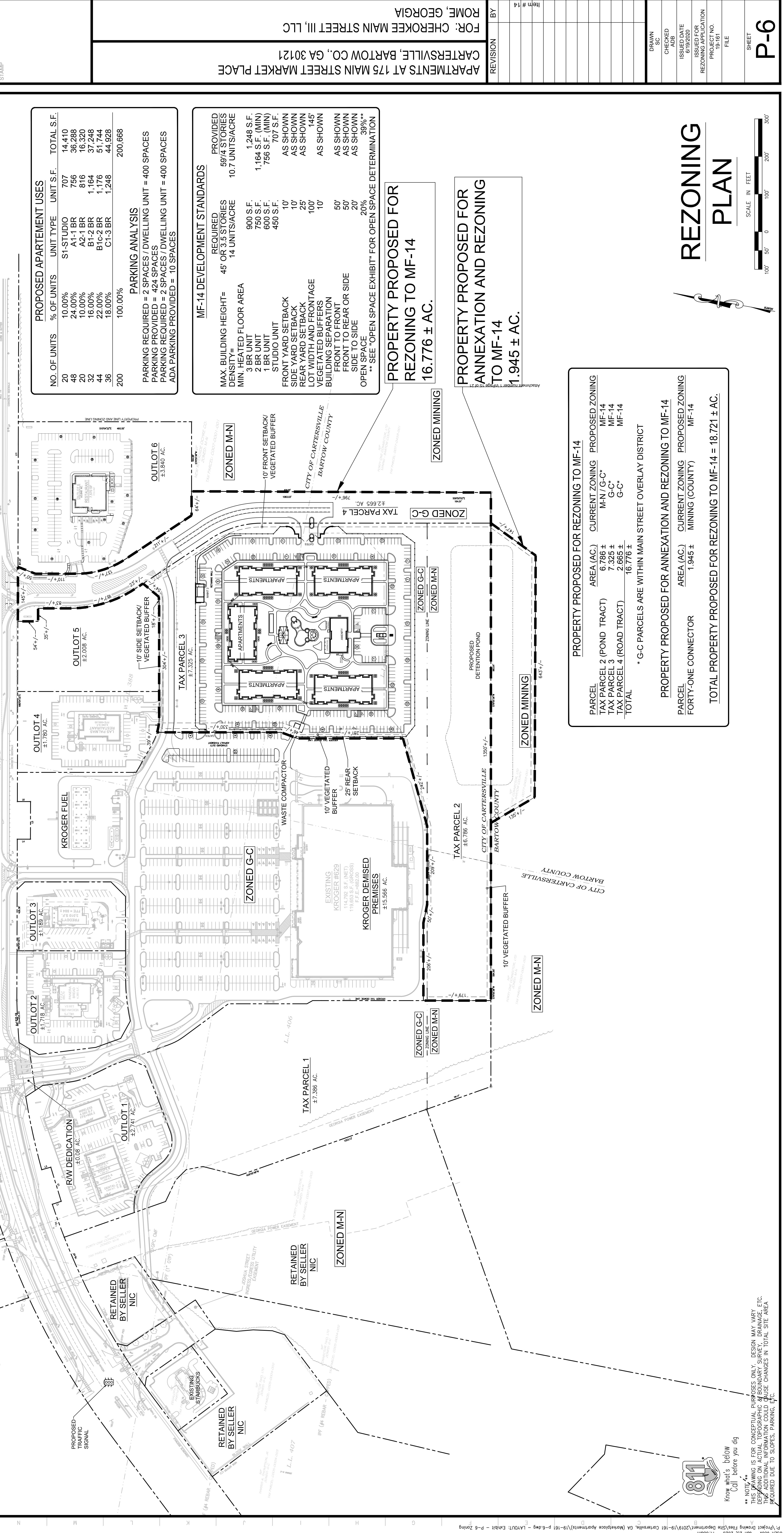
175 Main



Attachment number 1 \nPage 14 of 21

© Group 4 Design, Inc.

Item # 14



PROPOSED APARTEMENT USES

NO. OF UNITS	% OF UNITS	UNIT TYPE	UNIT S.F.	TOTAL S.F.
20	10.00%	S1-STUDIO	707	14,140
48	24.00%	A1-1 BR	756	36,288
20	10.00%	A2-1 BR	816	16,320
32	16.00%	B1-2 BR	1,164	37,248
44	22.00%	B1&2 BR	1,176	51,744
36	18.00%	C1-3 BR	1,248	44,928
200	100.00%			200,668

PARKING ANALYSIS
 PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
 PARKING PROVIDED = 424 SPACES
 PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
 ADA PARKING PROVIDED = 10 SPACES

MF-14 DEVELOPMENT STANDARDS

REQUIRED	PROVIDED
MAX. BUILDING HEIGHT= 45' OR 3.5 STORIES	59 1/4 STORIES
DENSITY= 14 UNITS/ACRE	10.7 UNITS/ACRE
MIN. HEATED FLOOR AREA	
3 BR UNIT	900 S.F.
2 BR UNIT	750 S.F.
1 BR UNIT	600 S.F.
STUDIO UNIT	450 S.F.
FRONT YARD SETBACK	10'
SIDE YARD SETBACK	10'
REAR YARD SETBACK	25'
LOT WIDTH AND FRONTAGE	100'
VEGETATED BUFFERS	10'
BUILDING SEPARATION	AS SHOWN
FRONT TO FRONT	AS SHOWN
FRONT TO REAR OR SIDE	AS SHOWN
SIDE TO SIDE	AS SHOWN
OPEN SPACE	20%
** SEE 'OPEN SPACE EXHIBIT' FOR OPEN SPACE DETERMINATION	39%**

PROPERTY PROPOSED FOR REZONING TO MF-14
 16,776 ± AC.

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14
 1,945 ± AC.

PROPERTY PROPOSED FOR REZONING TO MF-14

PARCEL	AREA (AC.)	TRACT	CURRENT ZONING	PROPOSED ZONING
TAX PARCEL 2 (POND)	6,786 ±		M-N / G-C*	MF-14
TAX PARCEL 3	7,325 ±		G-C*	MF-14
TAX PARCEL 4 (ROAD TRACT)	2,665 ±		G-C*	MF-14
TOTAL	16,776 ±			

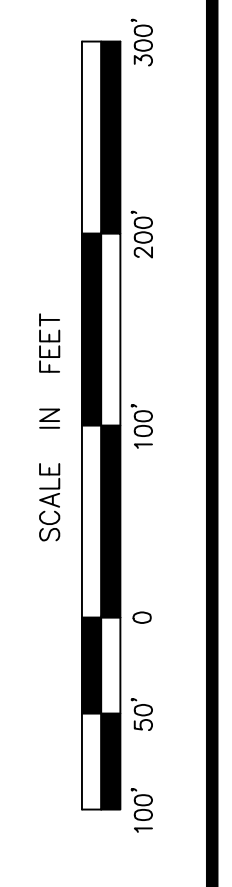
* G-C PARCELS ARE WITHIN MAIN STREET OVERLAY DISTRICT

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14

PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
FORTY-ONE CONNECTOR	1,945 ±	MINING (COUNTY)	MF-14

TOTAL PROPERTY PROPOSED FOR REZONING TO MF-14 = 18,721 ± AC.

REZONING PLAN



NOTE:
 THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DESIGN MAY VARY.
 THIS DRAWING IS AN APPROXIMATE INDICATION OF THE PROPOSED REZONING.
 THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY.
 THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
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Know what's below
 Call before you dig

Pictures Taken 7-24-2020

Attachment number 1 \nP











City of Cartersville

City Council Meeting
9/17/2020 7:00:00 PM
AZ20-04 175 E. Main St.

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<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>
City Manager's Remarks:	<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>
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SUMMARY

Petition Number(s): AZ20-04

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

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

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

Total Acreage: Approx. 1.95 acres

LAND USE INFORMATION

Current Zoning: County M-1 (Mining)

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

Proposed Use: Retention pond for multi-family development

Current Zoning of Adjacent Property:

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

For All Tracts:

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

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

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

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception

Fire: Takes no exception

Gas: Takes no exception

Public Works: No comments received

Water and Sewer: No comments received

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

Public Comments: None as of 8-5-2020

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

REQUEST SUMMARY:

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

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

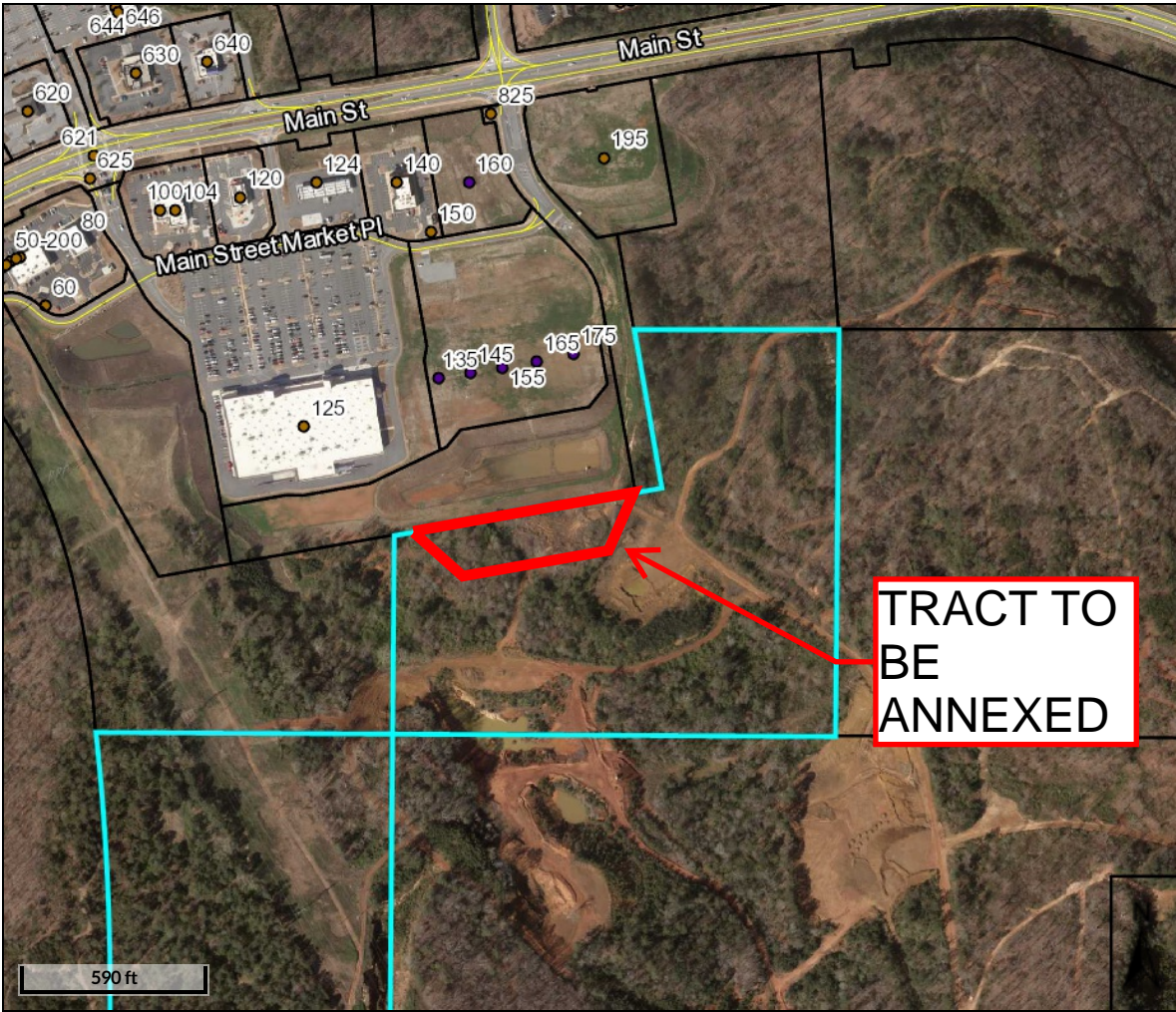
STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The MF-14 zoning proposal will be an appropriate zoning category if the multi-family project rezoning proposal is approved (Z20-03). Adjacent properties, including the existing detention pond property, are zoned as Mining.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will create an isolated residential district. However, an additional MF-14 residential zoning district is located to the north of E. Main Street, Avonlea Apartment Homes.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use of adjacent property.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned for mining (County M-1), the property may have a reasonable economic use.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools. This property would be used for stormwater detention.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The annexation and zoning would conform to the city's land use plan for the area.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect compared to the existing land use.
- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
This annexation case is associated to zoning case, Z20-03.

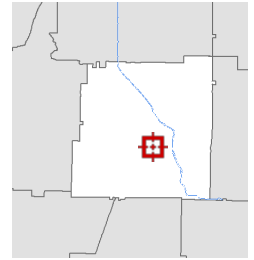
STAFF RECOMMENDATION: *Staff recommends approval pending approval of Z20-03*

PLANNING COMMISSION RECOMMENDATION:







Recommends approval, 4-1.



Overview



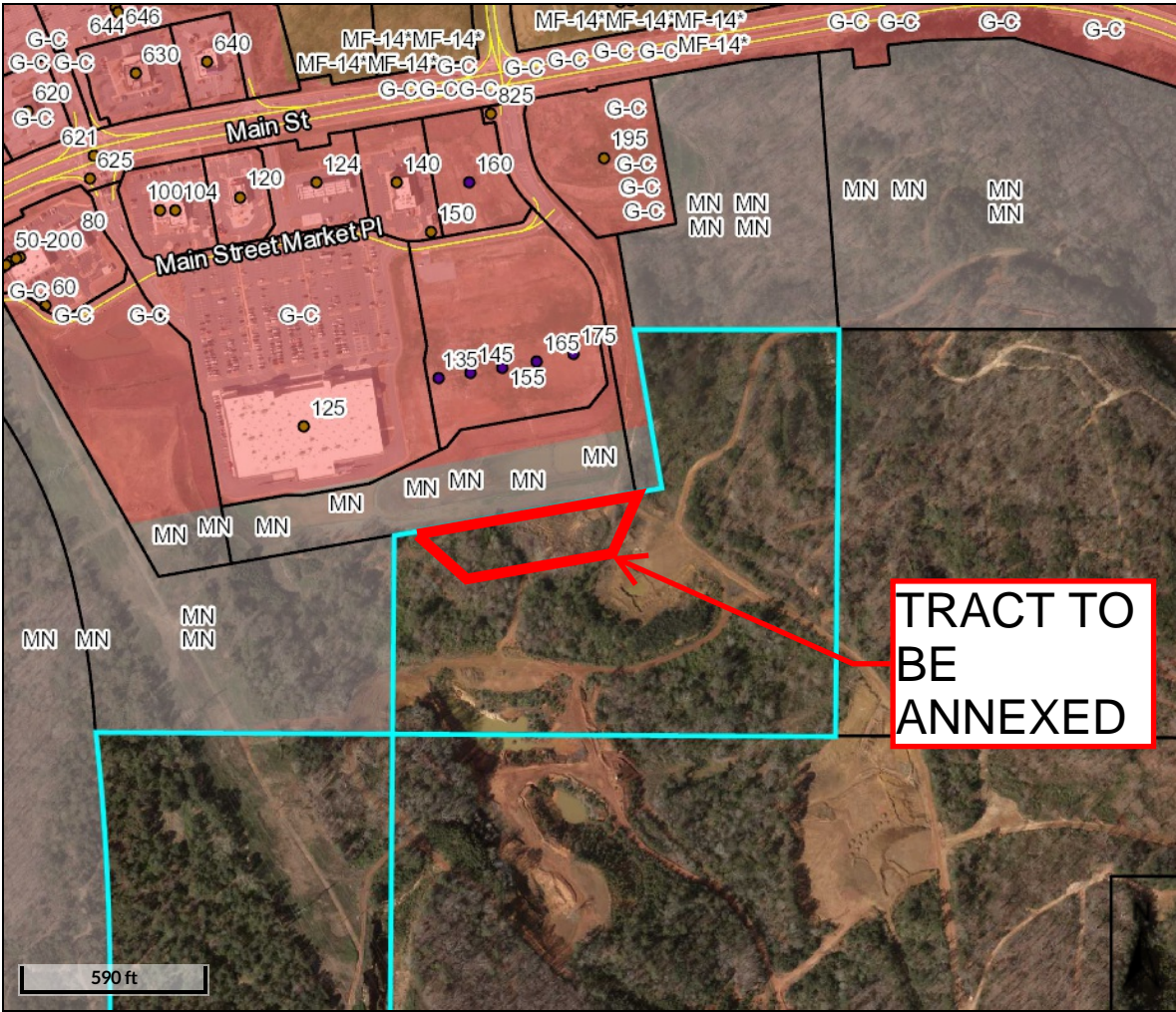
Legend

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

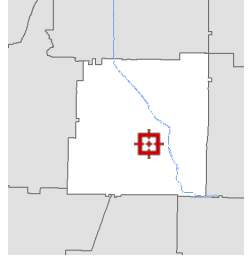
Parcel ID	0077-0459-001	Alternate ID	19414	Owner Address	FORTY ONE CONNECTOR LTD
Sec/Twp/Rng	n/a	Class	Industrial		PO BOX 1708
Property Address	OLD RIVER RD	Acreage	128.66		CARTERSVILLE GA 30120
	Bartow County				
District	Bartow County				
Brief Tax Description	LAND LOTS 405,459,476-478 7.338AC TO C 107-000				
	<i>(Note: Not to be used on legal documents)</i>				

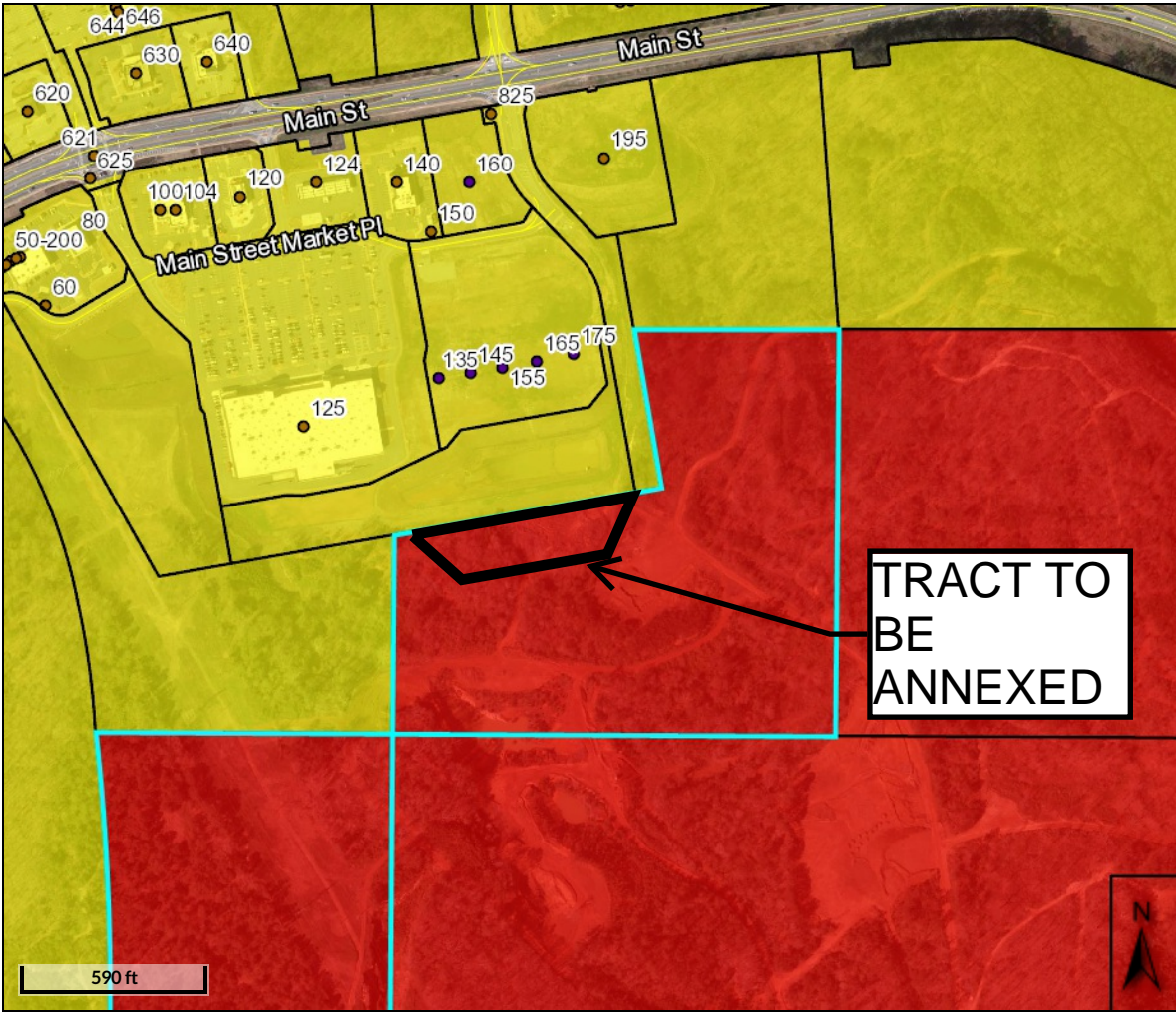
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Last Data Uploaded: 7/1/2020 11:21:21 PM

Developed by 

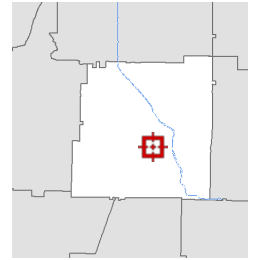


Overview
























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 # 15

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

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office, or school. Land use within the Lake Allatoona-Glade Road Urban Redevelopment Area includes mixed use commercial areas encouraging balanced growth.

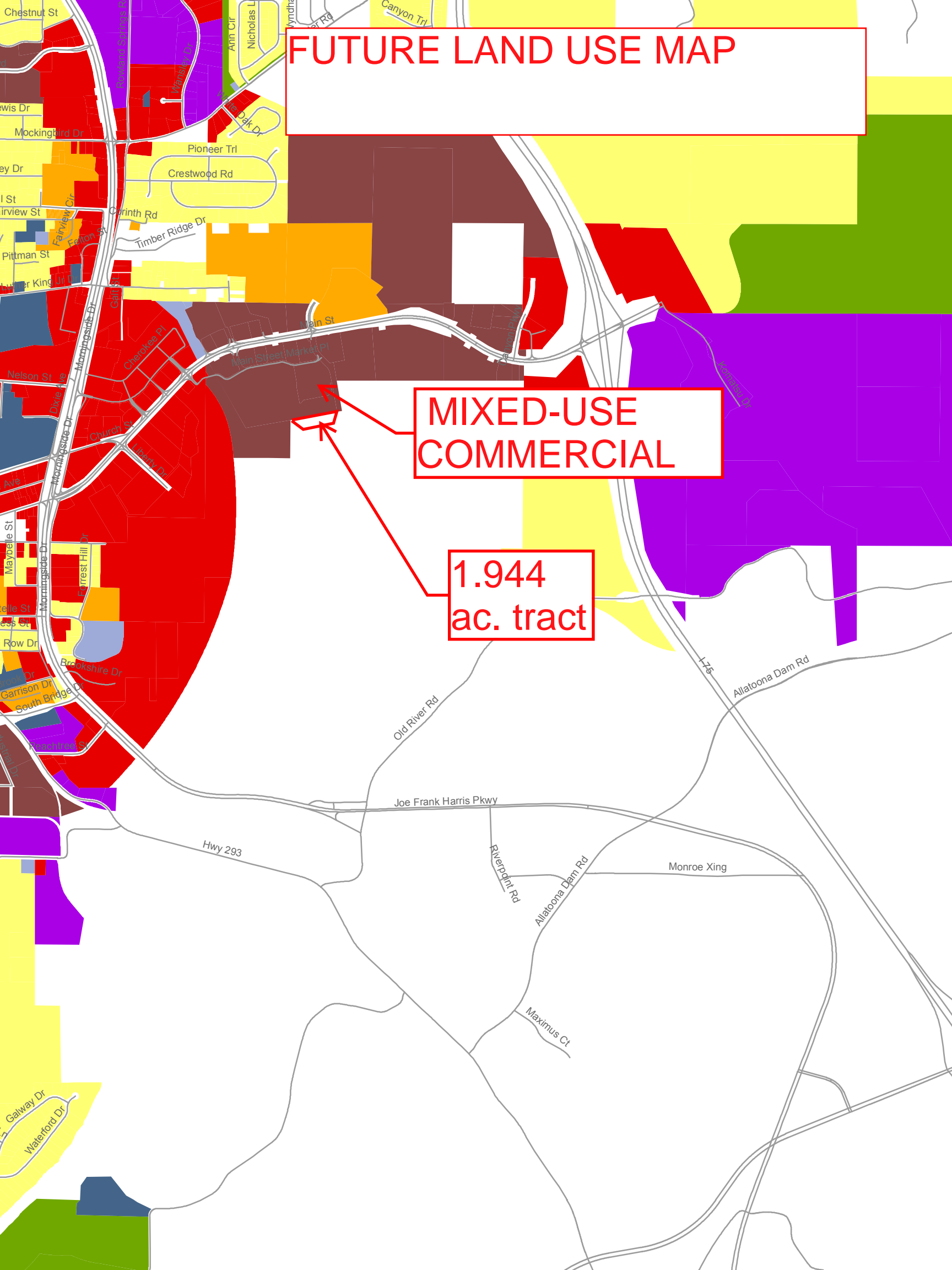


Tennessee St. Mixed Use Corridor, Cartersville

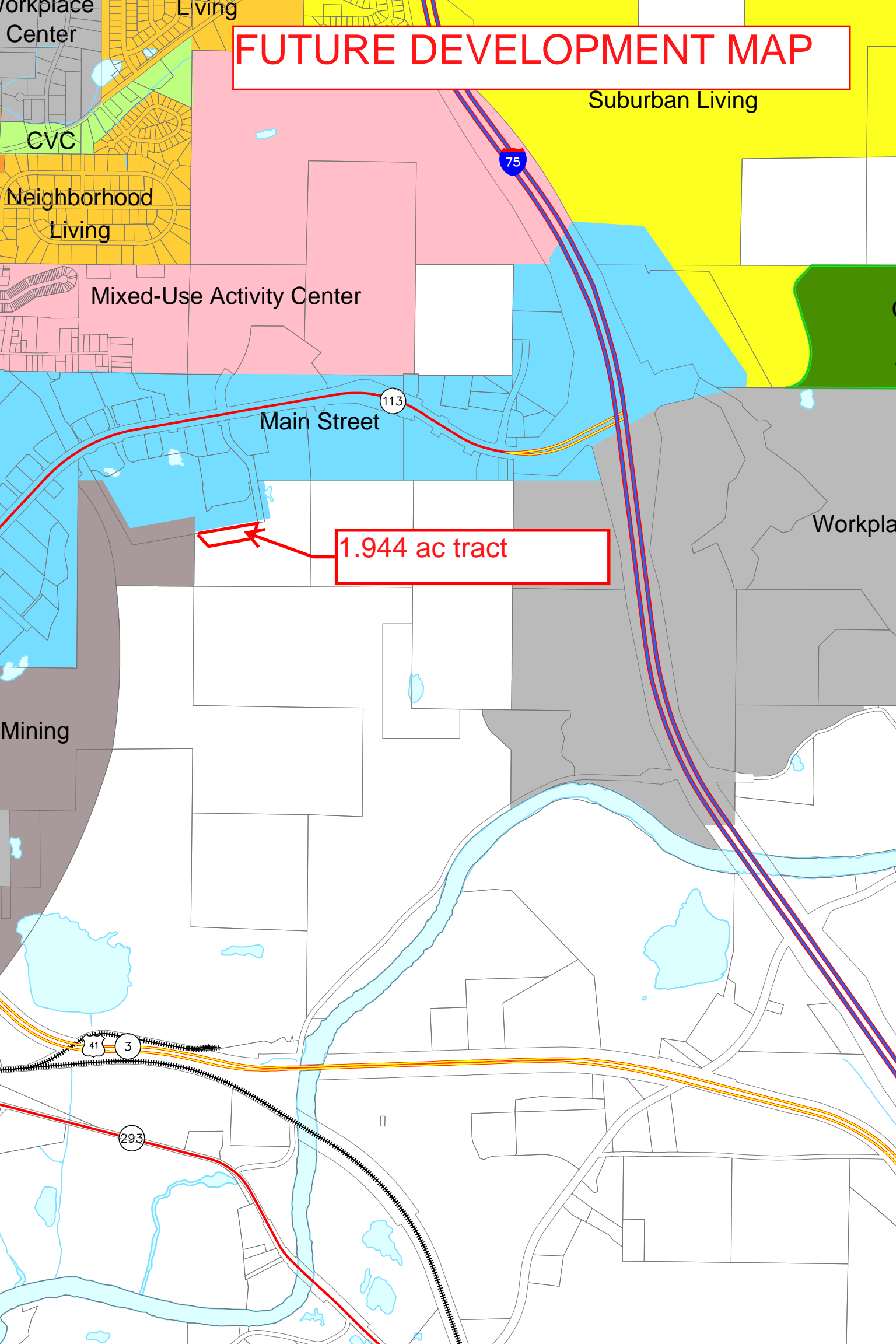
FUTURE LAND USE MAP

MIXED-USE
COMMERCIAL

1.944
ac. tract



FUTURE DEVELOPMENT MAP



Suburban Living

CVC

Neighborhood Living

Mixed-Use Activity Center

Main Street

113

1.944 ac tract

Workplace

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 11th 5:30pm 1st City Council Aug 20th 7:00pm 2nd City Council Sept 3rd 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 [Signature]

Signed, sealed and delivered in presence of: [Signature] **Angela Whiteaker Dunagan**
Notary Public NOTARY PUBLIC
Floyd County, Georgia
My Commission Expires
April 9, 2023

Item # 15

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: [Signature] My commission expires: _____
Notary Public **MARY E KEITH**
NOTARY PUBLIC
BARTOW COUNTY, GEORGIA
APRIL 21, 2021

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>	
* numbers of residents and school-aged children is a projected number based on similar apartment development	
<u>Current Utility Service Providers (Check Service provider or list if Other)</u>	
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

SURVEYOR'S CERTIFICATE

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

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

Item # 15

07/15/2020
Date

Georgia Registered Land Surveyor



ZONING ADMINISTRATOR:

1. Case Number: A220-04

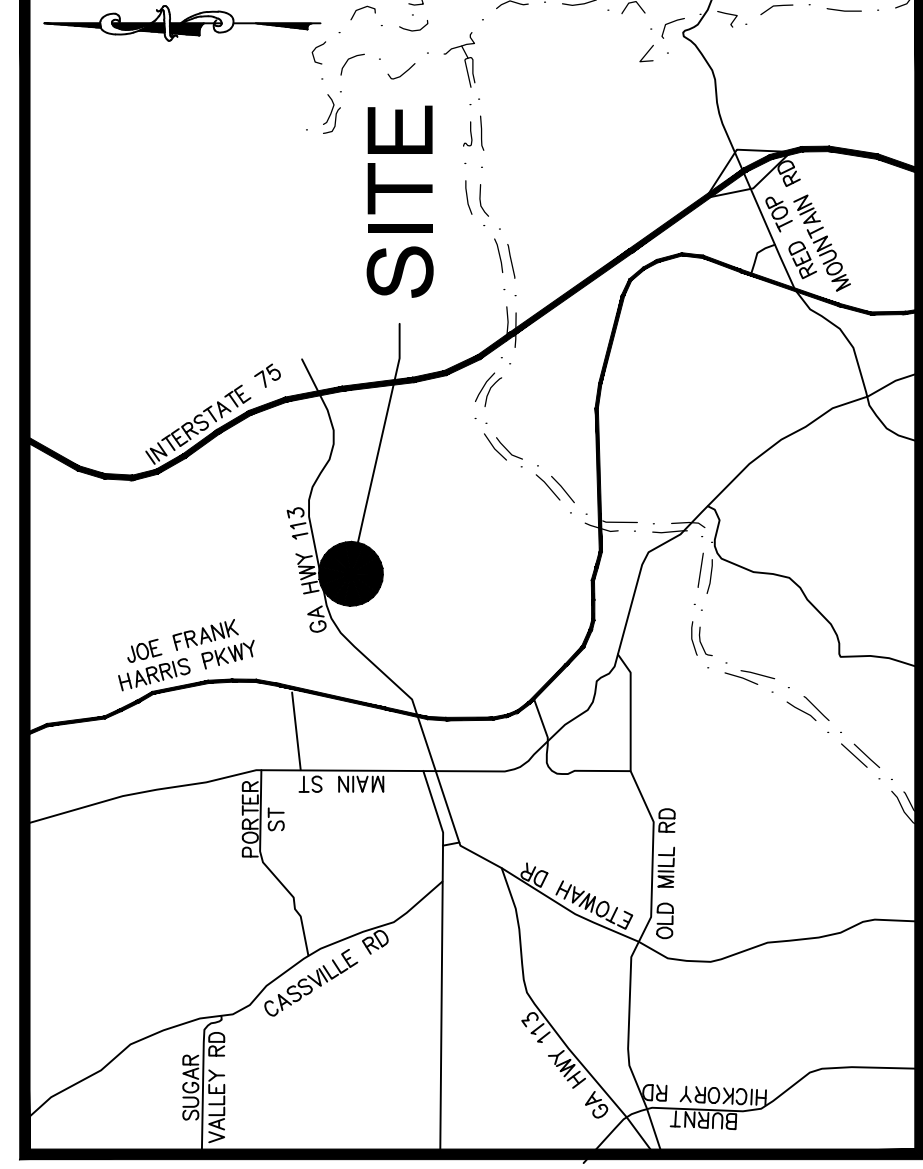
2. Yes No

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

3. Survey attached?

7-17-2020
Date

Daniel Hagan
Zoning Administrator



LOCATION MAP
 NOT TO SCALE

PROPOSED APARTEMENT USES

NO. OF UNITS	% OF UNITS	UNIT TYPE	UNIT S.F.	TOTAL S.F.
20	10.00%	S1-STUDIO	707	14,140
48	24.00%	A1-1 BR	756	36,288
20	10.00%	A2-1 BR	816	16,320
32	16.00%	B1-2 BR	1,164	37,248
44	22.00%	B1&2 BR	1,176	51,744
36	18.00%	C1-3 BR	1,248	44,928
200	100.00%			200,668

PARKING ANALYSIS
 PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
 PARKING PROVIDED = 424 SPACES
 PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
 ADA PARKING PROVIDED = 10 SPACES

MF-14 DEVELOPMENT STANDARDS

REQUIRED	PROVIDED
MAX. BUILDING HEIGHT= 45' OR 3.5 STORIES	59 1/4 STORIES
DENSITY= 14 UNITS/ACRE	10.7 UNITS/ACRE
MIN. HEATED FLOOR AREA	
3 BR UNIT	900 S.F.
2 BR UNIT	750 S.F.
1 BR UNIT	600 S.F.
STUDIO UNIT	450 S.F.
FRONT YARD SETBACK	10'
SIDE YARD SETBACK	10'
REAR YARD SETBACK	25'
LOT WIDTH AND FRONTAGE	100'
VEGETATED BUFFERS	10'
BUILDING SEPARATION	50'
FRONT TO FRONT	50'
FRONT TO REAR OR SIDE	20'
SIDE TO SIDE	20'
OPEN SPACE	20%
** SEE 'OPEN SPACE EXHIBIT' FOR OPEN SPACE DETERMINATION	39%**

PROPERTY PROPOSED FOR REZONING TO MF-14
16,776 ± AC.

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14
1,945 ± AC.

PROPERTY PROPOSED FOR REZONING TO MF-14

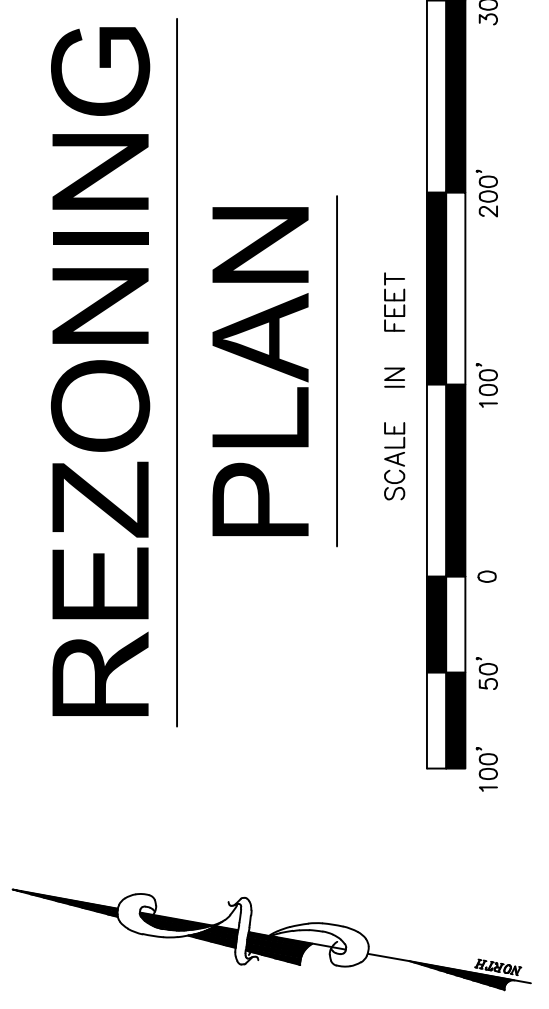
PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
TAX PARCEL 2 (POND TRACT)	6,786 ±	M-N / G-C*	MF-14
TAX PARCEL 3	7,325 ±	G-C*	MF-14
TAX PARCEL 4 (ROAD TRACT)	2,665 ±	G-C*	MF-14
TOTAL	16,776 ±		

* G-C PARCELS ARE WITHIN MAIN STREET OVERLAY DISTRICT

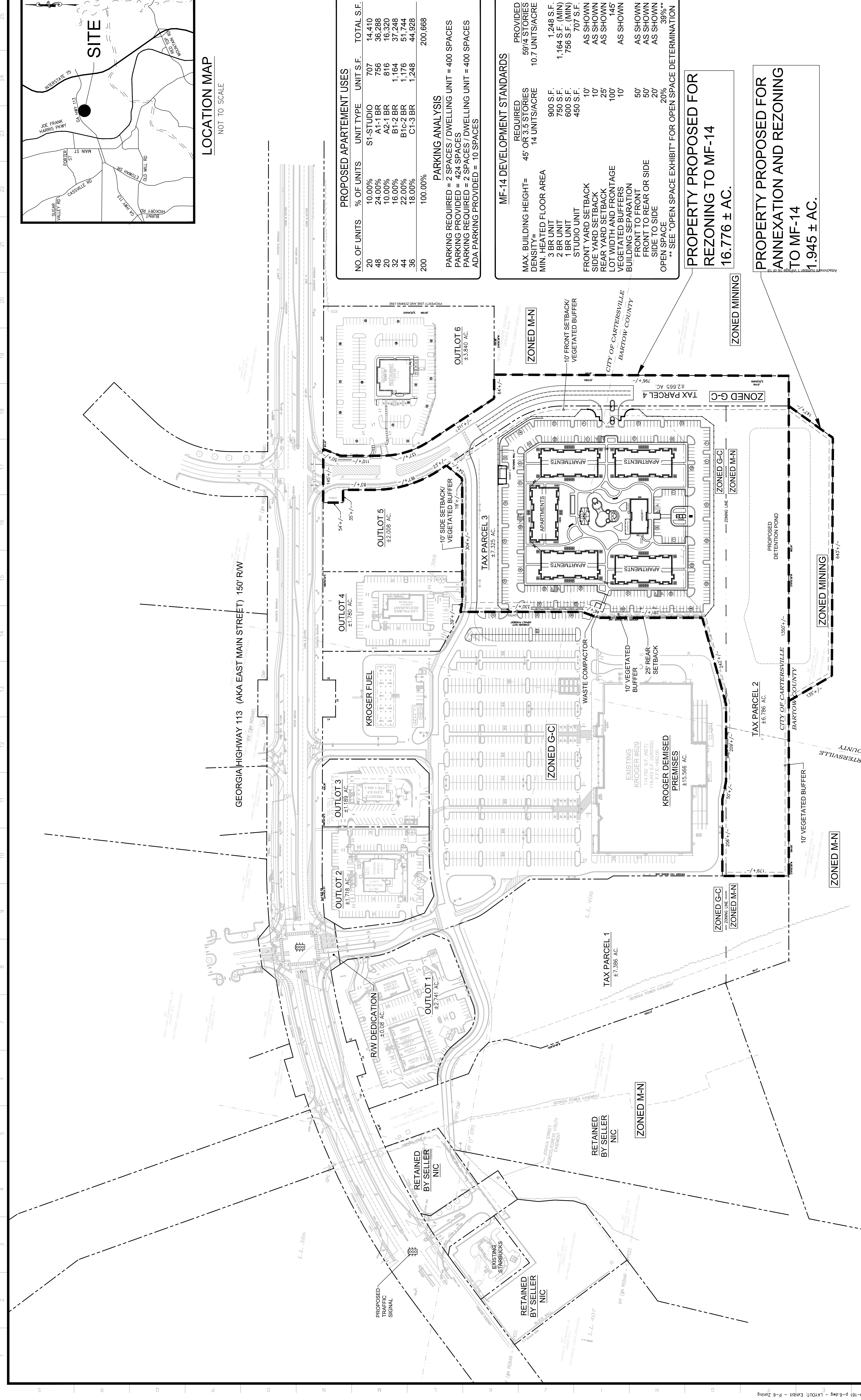
PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14

PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
FORTY-ONE CONNECTOR	1,945 ±	MINING (COUNTY)	MF-14

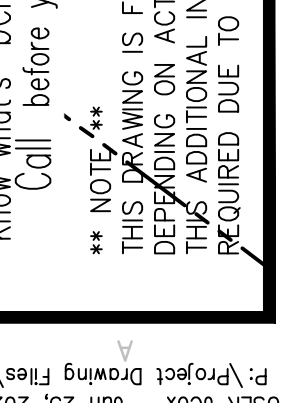
TOTAL PROPERTY PROPOSED FOR REZONING TO MF-14 = 18,721 ± AC.



REZONING PLAN
 SCALE IN FEET
 0 50' 100' 200' 300'



NOTE:
 THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DESIGN MAY VARY.
 THIS DRAWING IS AN APPROXIMATE SURVEY. DIMENSIONS, SPACING, ETC.
 SHOULD BE VERIFIED BY THE CLIENT. INFORMATION COULD BE CHANGED
 WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL
 NECESSARY PERMITS AND APPROVALS. THE CLIENT IS RESPONSIBLE FOR
 ANY CHANGES TO SLOPES, PARKING, ETC.



Pictures Taken 7-24-2020



