



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 – 9/3/2020
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. August 20, 2020 Special Called Meeting Minutes (Pages 1 - 3)

[Attachments](#)

2. August 20, 2020 (Pages 4 - 25)

[Attachments](#)

3. August 27, 2020 (Pages 26 - 44)

[Attachments](#)

B. Appointments

1. Historic Preservation Commission (Page 45)

[Attachments](#)

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

1. AZ20-03 Faith Lane Annexation (Pages 46 - 86)

[Attachments](#)

2. Z20-03 175 E. Main St. (Pages 87 - 108)

[Attachments](#)

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3. AZ20-04 175 E. Main St. (Pages 109 - 127)

[Attachments](#)

4. T20-02 Infill Overlay Districts (Pages 128 - 139)

[Attachments](#)

D. Second Reading of Ordinances

1. Alcohol Text Amendment - Expansion of Specialty Shop Use (Pages 140 - 144)

[Attachments](#)

E. Contracts/Agreements

1. Cyber Security Assessment (Pages 145 - 150)

[Attachments](#)

F. Certification

1. Community Rating System Recertification (Pages 151 - 155)

[Attachments](#)

G. Bid Award/Purchases

1. Traffic Signal Upgrades (Page 156)

[Attachments](#)

H. Monthly Financial Statement

1. June 2020 Financial Report (Pages 157 - 161)

[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
9/3/2020 7:00:00 PM
August 20, 2020 Special Called Meeting Minutes

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

Special Called Council Meeting
Council Chambers, 3rd Floor
10 N. Public Square
August 20, 2020
8:00 A.M.

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Fox.

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

Via Phone: Kari Hodge, Council Ward One

Kelley Dial, Cartersville School Board Chair, called roll for the school system.

II. 2nd PUBLIC HEARING

1. City School Millage Rate Hearing

Mayor Matthew Santini called for a joint public hearing for anyone wishing to come forward to speak for or against the item.

Ms. Dial explained the increase of the comprehensive budget is for the cafeteria and front lobby safety/security measures.

This is a 2nd hearing and no vote is required.

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

Ms. Dial adjourns school system.

Council enters into Closed Session.

A motion to schedule a Special Called Council Meeting on Thursday, August 27, 2020 at 4pm to appoint a new City Manager was made by Board Member Wren and seconded by Board Member Roth. Motion carried unanimously. Vote: 6-0

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
9/3/2020 7:00:00 PM
August 20, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes from the August 20, 2020 meeting have been uploaded for your review and approval.
City Manager's Remarks:	Your approval of the minutes is recommended with any changes or modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
August 20, 2020
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

I. OPENING MEETING

Invocation by Council Member Roth

Pledge of Allegiance led by Council Member Cooley

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

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

Mayor Matthew Santini opens Joint Public Meeting.

Kelley Dial, Cartersville School Board Chair, called roll for the school system.

II. 3rd JOINT PUBLIC HEARING

1. City School System Millage Rate

Mayor Matthew Santini called for a joint public hearing for anyone wishing to come forward to speak for or against the item.

A. Cartersville School System 2020 Millage Rate Set at 14.576 Mills

Mr. Rhinehart stated the Cartersville City School System has recommended to their Board to keep the millage rate the same as the 2019 millage rate of 14.576 mills. The proposed 2020 millage rate of 14.576 mills is considered to be above the 2020 rollback rate of 12.964 mills. As a result, the city and the city school board are required to hold three public hearings for the public to voice their opinions about the proposed tax increase. The City Council approves the School Board's recommended tax millage rate for city residents where all the property taxes collected are used by the Cartersville City School System. He recommended approval of the Cartersville City School System property tax millage rate of 14.576 mills for 2020.

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

A motion to approve the Cartersville School System 2020 Millage Rate Set at 14.576 Mills was made by Board Member Stepp and seconded by Board Member Wren. Motion carried unanimously. Vote: 6-0

Mayor Santini closes the Joint Public Meeting.

Ms. Dial adjourns school system.

III. OTHER

1. Cartersville Business Improvement District Millage Rate Set at 1.279 Mills for 2020

Tom Rhinehart, Finance Department Head, stated the Cartersville Business Improvement District (BID) is made up of the Downtown Cartersville Business District. These business owners have been self-assessing a property tax for many years to raise funds for use in the downtown area. The Downtown Development Authority (DDA) works with the local businesses to use the funds to improve the downtown area. The DDA Board requests the City Council approval of their recommended BID's property tax millage of 1.279 mills for 2020. This is the rollback rate. I recommend approval of the Cartersville Business Improvement District property tax millage of 1.279 mills for 2020.

This is the second reading.

A motion to approve the Cartersville School System 2020 Millage Rate Set at 14.576 Mills was made by Board Member Stepp and seconded by Board Member Wren. Motion carried unanimously. Vote: 6-0

2. GO Parks & Recreation Property Tax Millage Rate Set at 0.728 Mills

Mr. Rhinehart stated the citizens of Cartersville approved a referendum in November of 2014 authorizing the city to issue bonds to be used to pay for renovations and improvements to the parks and recreation buildings and properties. The bonds were issued with a ten-year payback period. In order to make the scheduled bond payments, the city is assessing a property tax millage of 0.728 mills (below the 2020 rollback rate of .77 mills) for 2020, also approved by the citizens. The millage rate for this will fluctuate over the ten years and will need to be set with a millage large enough to cover the semi-annual bond payments. I recommend approval of the Cartersville GO Parks and Recreation Bond tax millage rate of 0.728 mills for 2020.

This is the second reading.

Mayor Santini opened the Public Hearing for anyone wanting to come forward to 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.

A motion to approve GO Parks & Recreation Property Tax Millage Rate was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

III. REGULAR AGENDA

A. COUNCIL MEETING MINUTES

1. August 6, 2020 City Council Minutes and August 13, 2020 City Council Minutes

A motion to approve the August 6, 2020 City Council Meeting Minutes and the August 13, 2020 Special Called City Council Minutes as presented was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

B. APPOINTMENTS

1. Etowah Area Consolidated Housing Authority

Tamara Brock, City Manager, stated Charlie Milner would like to continue serving on the Etowah Area Consolidated Housing Authority and his new term will expire April 01, 2025.

A motion to approve the reappointment of Charlie Milner to the Etowah Area Consolidated Housing Authority until April 1, 2025 was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

2. Alcohol Control Board

Randy Mannino, Planning and Development Department Head, stated the Alcohol Control Board member for Ward 2, Jessie Weaver, moved outside of the City jurisdiction. David Holt has applied for the Ward 2 appointment and if appointed, will serve the remainder of Ms. Weaver's term, which expires September 5, 2023.

A motion to approve the appointment of David Holt to the Alcohol Control board until September 5, 2023 was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

C. PUBLIC HEARING

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, representing Winslow Company Development, comes forward to speak for the item.

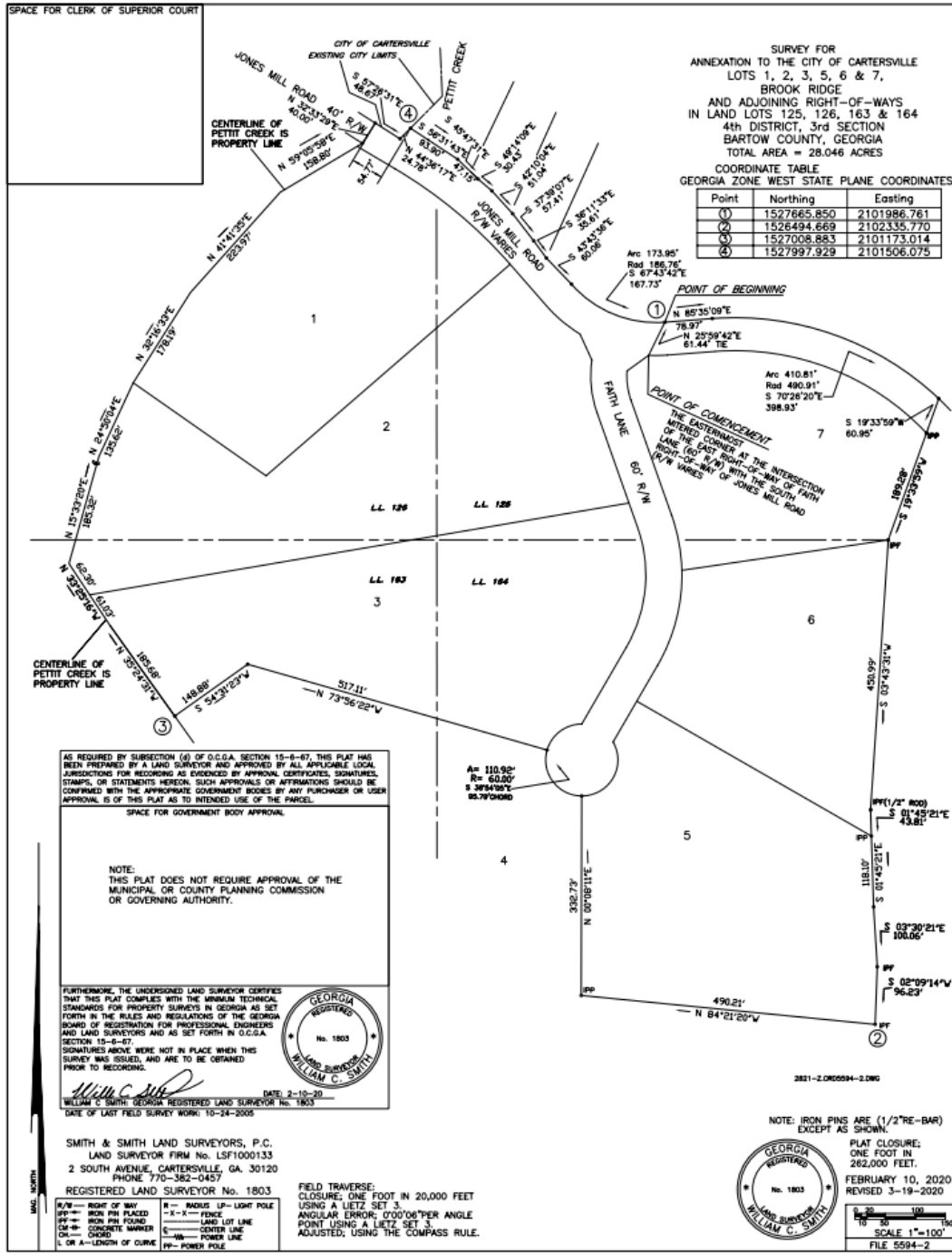
With no one else in attendance to come forward to speak for or against the item, Mayor Santini closed the Public Hearing for the Zoning portion of the hearing.

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.

Mr. Matt Stevens, 15 Faith Lane, comes 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 for the Annexation portion of the hearing.

This is a first reading and no vote is required.



2. Z20-03 175 E. Main St.

Mr. Mannino stated the applicant requests rezoning of 16.77 +/- acres from G-C (General Commercial) to MF-14 (Multi-Family Residential) for the purposes of

constructing a 200-unit apartment complex. The site is located in the Main Street Overlay District and will be required to comply with the Districts' standards.

Planning Commission recommends approval, 4-1.

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

Mr. Joshua Cox, 3922 Chalmers Gate, Smyrna, Ga, comes forward to answer any questions.

Joe Holmes, 106 8th Ave., Rome, Ga., comes forward to state that the plan is still to be owned and operated by the developer.

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 first reading and no vote is required.

3. AZ20-04 175 E. Main St.

Mr. Mannino stated the annexation/ zoning request is to annex 1.944 acres of PIN 0077-0459-001 located south of 135-175 Main Street Market Place to relocate and expand the detention pond for the proposed multi-family residential project identified in zoning application Z20-03. The annexed tract would be combined with an existing tract containing a detention pond for the Kroger development. The applicant requests MF-14 zoning.

Planning Commission recommends approval, 4-1.

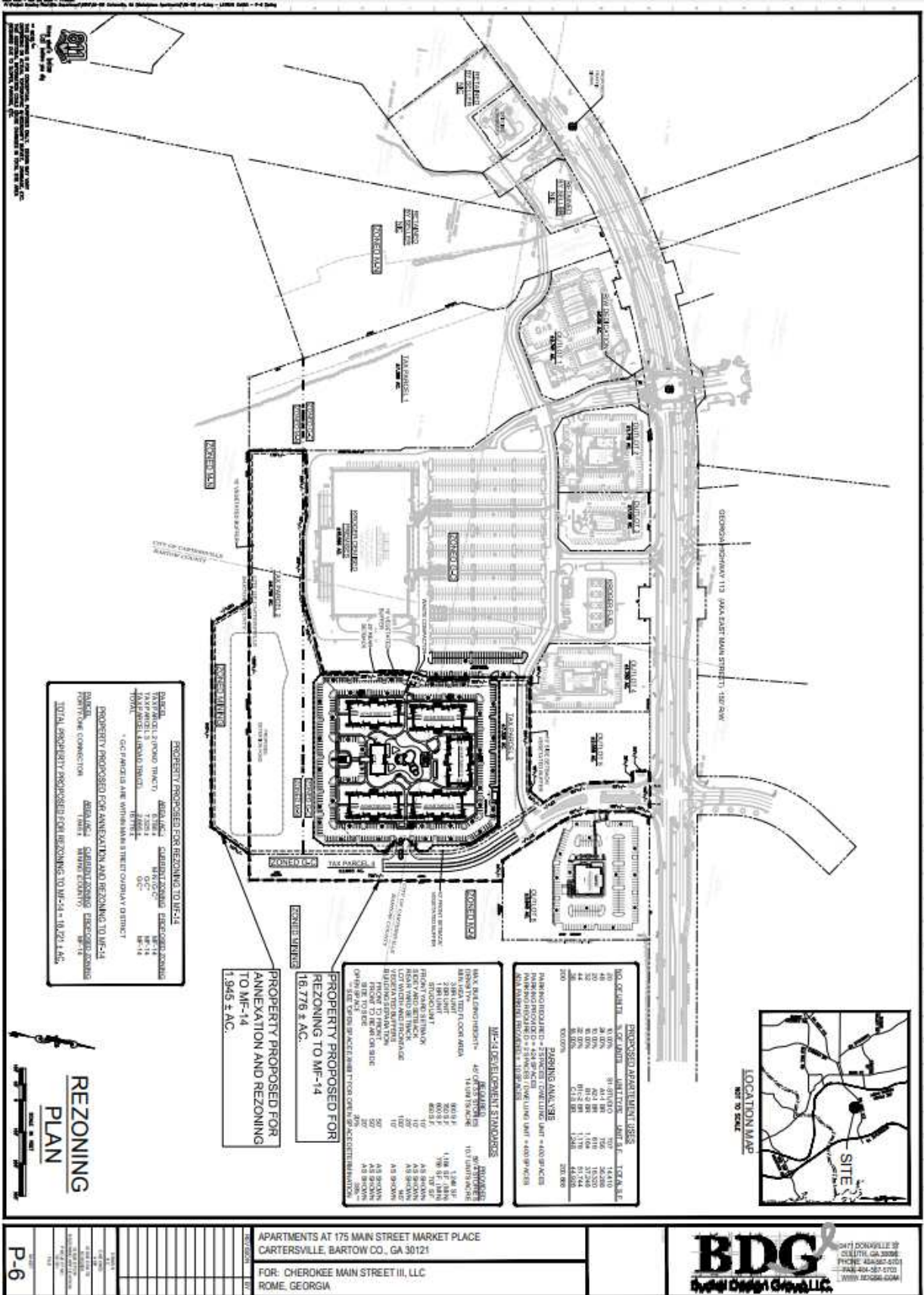
Mayor Santini opens the Public Hearing for the Zoning portion of the case for anyone who wishes to come forward and speak for or against this item.

With no one 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.

With no one 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 a first reading and no vote is required.



PROPERTY PROPOSED FOR REZONING TO MF-14

PARCEL	AREA AC.	EXISTING ZONING	PROPOSED ZONING
175 MAIN STREET MARKET PLACE TRACT 1	1.38	MF-14	MF-14
175 MAIN STREET MARKET PLACE TRACT 2	1.38	MF-14	MF-14
TOTAL	2.76		MF-14

* GC PARCELS ARE WITHIN THE TRAFFIC CORRIDOR DISTRICT

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14

PARCEL	AREA AC.	EXISTING ZONING	PROPOSED ZONING
175 MAIN STREET MARKET PLACE TRACT 1	1.38	MF-14	MF-14
175 MAIN STREET MARKET PLACE TRACT 2	1.38	MF-14	MF-14
TOTAL	2.76		MF-14

TOTAL PROPERTY PROPOSED FOR REZONING TO MF-14 IS 1.945 ± AC.

PROPERTY PROPOSED FOR ANNEXATION AND REZONING TO MF-14
18,776 ± AC.

PROPERTY PROPOSED FOR REZONING TO MF-14
18,776 ± AC.

MF-14 DEVELOPMENT STANDARDS

MAX. BUILDING HEIGHT*	40'	MINIMUM SETBACK	15 FT
MIN. FRONT SETBACK	15 FT	MIN. SIDE SETBACK	15 FT
MIN. REAR SETBACK	15 FT	MIN. CORNER SETBACK	15 FT
MIN. FRONT YARD SETBACK	15 FT	MIN. REAR YARD SETBACK	15 FT
MIN. SIDE YARD SETBACK	15 FT	MIN. CORNER YARD SETBACK	15 FT
MIN. REAR YARD SETBACK	15 FT	MIN. CORNER YARD SETBACK	15 FT
MIN. FRONT YARD SETBACK	15 FT	MIN. CORNER YARD SETBACK	15 FT
MIN. SIDE YARD SETBACK	15 FT	MIN. CORNER YARD SETBACK	15 FT
MIN. REAR YARD SETBACK	15 FT	MIN. CORNER YARD SETBACK	15 FT
MIN. FRONT YARD SETBACK	15 FT	MIN. CORNER YARD SETBACK	15 FT
MIN. SIDE YARD SETBACK	15 FT	MIN. CORNER YARD SETBACK	15 FT
MIN. REAR YARD SETBACK	15 FT	MIN. CORNER YARD SETBACK	15 FT

EMERGENCY APARTMENT USES

NO. OF UNITS	% OF ADULTS	MINIMUM ADULT AGE	MINIMUM ADULT INCOME
20	10.0%	18	\$12,000
40	20.0%	18	\$12,000
60	30.0%	18	\$12,000
80	40.0%	18	\$12,000
100	50.0%	18	\$12,000
120	60.0%	18	\$12,000
140	70.0%	18	\$12,000
160	80.0%	18	\$12,000
180	90.0%	18	\$12,000
200	100.0%	18	\$12,000

PARCEL ANALYSIS

MINIMUM REQUIRED - 25% (MINIMUM REQUIRED UNIT = 400 UNITS)

MINIMUM REQUIRED - 25% (MINIMUM REQUIRED UNIT = 400 UNITS)

MINIMUM REQUIRED - 25% (MINIMUM REQUIRED UNIT = 400 UNITS)

REZONING PLAN

NO.	DATE	DESCRIPTION
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APARTMENTS AT 175 MAIN STREET MARKET PLACE
CARTERSVILLE, BARTOW CO., GA 30121

FOR: CHEROKEE MAIN STREET III, LLC
ROME, GEORGIA

BDG BDG DESIGN GROUP, LLC

1077 DONOVILLE RD
CUMMINGS, GA 30006
PHONE: 404-267-0700
FAX: 404-267-0701
WWW.BDG.COM

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.

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

This is a first reading and no vote is required.

D. FIRST 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 inquired about what would be required to extend the Downtown Business District versus approving this text amendment. Keith Lovell, Assistant City Attorney explained the 4-5 month formal process to expand the DBD would also require State approval.

Lillie Reid, with the Downtown Development Authority, stated that the DDA would be in favor

This is a first reading and no vote is required.

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 2. – APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS, paragraph (a)(7)(f). is hereby amended by deleting said paragraph in its entirety and replacing it as follows:

1.

Sec. 4-59. - Pouring licenses limited to certain establishments.

f. Said establishments are only allowed in the downtown business district and the area within five hundred feet (500’) of North Tennessee Street between Main Street and Church Street.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

E. RESOLUTIONS

1. Resolution of Support for DDRLF at 5 South Public Square

Ms. Reid stated the pass-through loan from DCA to DDA to property owner at 5 South Public Square is for building renovations. Staff recommends approval of this resolution.

A motion to approve the Resolution of Support was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

DOWNTOWN DEVELOPMENT AUTHORITY OF
CITY OF CARTERSVILLE
RESOLUTION

AUTHORIZING THE RECEIPT OF A LOAN FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (DEPARTMENT) UNDER THE DOWNTOWN DEVELOPMENT REVOLVING LOAN FUND PROGRAM; AUTHORIZING THE LENDING OF SUCH FUNDS TO The Florida Fund, LLC FOR THE PURCHASE AND RENOVATION OF 5 South Public Square, IN THE CITY OF Cartersville, IN Bartow COUNTY, GEORGIA, FOR USE AS A Restaurant and Office FACILITY; AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE IN FAVOR OF THE DEPARTMENT, TO DOCUMENT THE AUTHORITY'S RECEIPT OF FUNDS FROM THE DEPARTMENT IN ORDER TO FUND THE LOAN TO The Florida Fund, LLC; AUTHORIZING THE SECRETARY TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION; AUTHORIZING THE OFFICERS AND AGENTS OF THE AUTHORITY TO TAKE ANY AND ALL ACTION CONSISTENT WITH THESE RESOLUTIONS; REPEALING CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the Downtown Development Authority of The City of Cartersville (the "Authority") is a development authority formed pursuant to the Georgia Downtown Development Authorities Law, O.C.G.A. §§ 36-42-1 to 36-42-16, and a Resolution of the City Council of Cartersville, Georgia, dated July 16, 1981.

WHEREAS, pursuant to Code Section 36-42-8, the Authority has all of the powers necessary or convenient to carry out and effectuate the purposes of the Georgia Downtown Development Authorities Law;

WHEREAS, pursuant to Code Section OCGA 36-42-2, the purpose of the Georgia Downtown Development Authorities Law is to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare of the State;

WHEREAS, The Florida Fund, LLC own and operate 5 South Public Square, a Georgia Business Corporation ("the Borrower"), which conducts a property leasing business in the City of Cartersville, which is located in Bartow County, Georgia;

WHEREAS, the Borrower desires to *start-up/expand* this operation by purchasing and renovating certain real property and improvements located at 5 South Public Square, in the City of Cartersville (the "Property");

WHEREAS, in order to finance the acquisition and renovation of the Property, the Borrower has obtained approval for a Downtown Development Revolving Loan Fund Loan from the Department;

WHEREAS, pursuant to the Downtown Development Revolving Loan Fund ("DD RLF") program, the Department makes a loan to an authority, which in turn utilizes these funds to make a loan to an industry or business;

WHEREAS, the Department has approved a DD RLF loan to the Borrower for the acquisition and renovation of the Property, which loan has been given a project number of 21dd-nr-008-10575;

WHEREAS, the Department has requested that the Authority act as a recipient of the DD RLF loan funds, and in turn lend such funds to the Borrower;

WHEREAS, the Authority has determined that the Borrower's acquisition and renovation of the Property will promote trade, commerce, industry and employment opportunities for the public good in the City of Cartersville.

WHEREAS, because the N/A are purchasing the Property from N/A, N.A., the N/A excused himself from discussion of this matter, and did not vote on these resolutions;

NOW, THEREFORE, IT IS HERBY RESOLVED BY THE DOWNTOWN DEVELOPMENT AUTHORITY OF The City of Cartersville as follows:

1. **Authorization to Obtain Loan from Department.** The Authority is hereby authorized to obtain from the Department a loan in the original principal amount of \$ 112,000 .00, pursuant to that certain Statement of Contract Award from the Department to the Development Authority of The City of Cartersville , dated August 5 , 2020 , issued in connection with Project No. 21dd-nr-008-10575 (the "Statement").

2. **Authorization to Make Loan to the Borrower.** Pursuant to the Statement, the Authority is hereby authorized to loan to The Florida Fund, LLC , on such terms and conditions as the Authority may be advised by the Department, the principal sum of \$ 112,000 .00, to be utilized for the acquisition and renovation of the Property. The Authority is also authorized, with the approval of the Department, to make any subsequent amendments to the loan or loan documents that may be needed to maintain or modify the terms of the loan as needed.

3. **Execution of Documents.** Dan Kramer , *Chair* of the Authority, or any member of the Authority, is hereby authorized to execute any and all promissory notes, instruments, closing statements and documents necessary or appropriate to close any and all transactions authorized by this Resolution, including any subsequent amendments that may be necessary to effectuate the transaction as approved by the Department.

4. **Ratification.** Any and all actions previously or subsequently taken by the officers or agents of the Authority consistent with the foregoing Resolutions are hereby approved, ratified and confirmed in all respects.

5. **Repeal of Conflicting Resolutions.** Any and all resolutions or parts thereof which conflict with or are inconsistent with this Resolution are hereby repealed.

SO RESOLVED, this 20th day of August , 2020 .

DOWNTOWN DEVELOPMENT AUTHORITY OF
The City of Cartersville

By: Matthew J. Santini
Matthew J. Santini, Mayor

Julia Drake
Julia Drake, City Clerk



Resolution of Support

WHEREAS, the Georgia Department of Community Affairs' Downtown Development Revolving Loan Fund (DDRLF) Program is designed to assist cities, counties and development authorities in their efforts to revitalize and enhance downtown areas by providing below-market rate financing to fund capital projects in core historic downtown areas;

WHEREAS, The Florida Fund, LLC plan to renovate certain real property and improvements located at 5 South Public Square in downtown Cartersville .

WHEREAS, upon completion of the project the renovated property will serve as restaurant and office space .

WHEREAS, the City has determined that the project will promote downtown development for the public good in the City; and

WHEREAS, in order to help The Florida Fund, LLC finance the project, the Downtown Development Authority of The City of Cartersville will apply for a Downtown Development Revolving Loan Fund Loan from the Department of Community Affairs ("DCA"); and

WHEREAS, DCA requires evidence of municipal support for all projects that are the subject of a DD RLF application submitted by a downtown development authority.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF CARTERSVILLE , GEORGIA as follows:

That the City of Cartersville endorses the submission of the DD RLF application by the Downtown Development Authority of The City of Cartersville for the downtown project at 5 South Public Square on behalf of The Florida Fund, LLC and agrees to support the development of the project.

SO RESOLVED, this 20 day of August , 2020 .

THE CITY OF CARTERSVILLE

By: Matthew J. Santini
Matthew J. Santini:
Title: Mayor

Attest: Julia Drake
Julia Drake:
Title: City Clerk

[Affix Seal Here]



F. CONTRACTS/AGREEMENTS

1. Cartersville Gymnastics Booster Club MOU

Tom Gilliam, Parks and Recreation Department Head stated this is a Memorandum of Understanding (MOU) with Cartersville Gymnastics Booster Club Inc. The Booster Club has agreed to pay the Gymnastics Coaches to travel to competitions, per diem, and any travel-related expenses. In addition, the Booster Club will be allowed to hire a part-time coach to help with the Boys' Competitive Program that will be an employee or independent contractor of the Booster Club. This agreement will go into effect, upon approval, beginning August 21, 2020 through June 30, 2021.

A motion to approve the Resolution of Support was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

G. BID AWARD/PURCHASES

1. Scoreboard for Hicks Park

Mr. Gilliam stated one of the scoreboards at Hicks Park (Joe Frank Harris Field) was damaged beyond repair in a storm several weeks ago. The Parks and Recreation Department and Cartersville Little League sent out a Request for Bids for the replacement of the scoreboard. Two (2) bids were received and Vu/Scor was chosen.

The purchase will include the Scoreboard, Ad-Panels, and installation of all Equipment. The cost of this scoreboard will be funded through the Property and Casualty Insurance Funds since the scoreboard was damaged beyond repair due to storm damage. The total replacement cost for all equipment and installation will be \$9,460. The recommended purchase of this Scoreboard from Vu/Scor is not to exceed amount of \$10,000.00.

Motion to approve the purchase of scoreboards for Hicks Park was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

H. CONTRACTS/AGREEMENTS

1. Quit Claim Deed - Arrowhead Lane

Keith Lovell, Assistant City Attorney, stated this is to quitclaim a portion of Arrowhead Lane, which was abandoned in the early 70's, but never recorded.

A motion to approve the Quit Claim Deed for a portion of Arrowhead Lane was made by Council Member Fox and seconded by Council Member Roth. Motion carried

unanimously. Vote 6-0

2. First Amendment to DDA Intergovernmental Agreement

Mr. Lovell stated the Agreement for Operations with the DDA was forwarded to the DCA for their review. After review, they said to remain in the Main Street Program; they recommended a three-month reserve be held by the City for the DDA's use. The proposed language was sent to the DCA and was approved by them. Therefore, this amendment is recommended for your approval.

A motion to approve this First Amendment to DDA Intergovernmental Agreement was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0

I. BID AWARD/PURCHASES

1. Email Software Renewal

Dan Porta, Assistant City Manager, stated the Fiber Department has received the annual renewal for Mimecast, which is our email cybersecurity protection software. The annual support is \$21,202.82 and is recommended for your approval.

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

2. Travelers Insurance Deductible Invoice

Mr. Porta stated the city has received an invoice in the amount of \$8,287.70 from Travelers Insurance for deductibles on two insurance claims where the city is at fault. He recommended approval of this invoice.

A motion to approve the Travelers Insurance Deductible Invoice was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

3. Bartow County Motorola Radio Invoice

Mr. Porta stated Bartow County has submitted the second quarter 2020 quarterly invoice for the Motorola radio system that is used by police, fire, FiberCom, gas, electric, public works and recreation departments. He recommended approval to pay this invoice in the amount of \$31,466.55.

A motion to approve the Bartow County Motorola Radio Invoice was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

4. Mobile Data Terminals

Scott Carter, Fire Chief, respectfully request approval to proceed with a budgeted project. This is the second year of a two-year project of replacing all Mobile Data Terminals (MTD) that our firefighters use while responding to emergencies and place 6 new Panasonic Toughbook computers in the field. The original MTD units were placed in our firetrucks nearly 8 years ago. The new units create a live link between Bartow 911's computer aided dispatch systems and provides firefighters the ability to review information concerning hydrants, structures, hazardous materials and any other aspects that can have an impact on a safe, successful outcome. These are identical to the units used by Cartersville PD and allows our IT staff a seamless Maintenance process between departments. This is a budgeted project in the 2020 SPLOST through Fiber for a total amount of \$19,897.87. Your positive consideration is appreciated in advance.

A motion to approve the Mobile Data Terminals was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0

5. Uniforms

Mr. Carter respectfully request approval to purchase budgeted uniforms for FY 20/21. In past years, uniforms have been ordered on an individual basis. In order to seek the lowest price, we have elected to do one bulk purchase. This order will be for a total of 252 pieces made up of Nomex Shirts, Pants and Job Shirts. All uniforms are NFPA compliant with proper burn protection. This is being done with a single source provider, due to the fact that this vendor has all Cartersville patches, specifications and required embroidery in stock. There are no local vendors who can supply such a specialized order. We will be able to speed up the process because all sizes are on record with the vendor, T & T Uniforms of Smyrna. The total for this bulk uniform order will be \$25,852.50, which is well below our budgeted amount. We thank you in advance for any positive consideration you may give.

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

6. Fire Gear Washer and Dryer

A motion was made to add this item by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

Mr. Carter stated the Polk County Fire Department operates 9 Volunteer Fire Stations with 98 Volunteer Firefighters with a very limited budget. With the basic needs of the Fire Department having to be met on a day to day basis, Polk County does not have the financial means to purchase a Fire Gear Washer. The City of Cartersville Fire

Department has a 2004 Milnor Gear Guardian that is no longer in use. It was originally proposed to surplus this piece of equipment. With the knowledge that this piece of equipment could held the Polk County Fire Department immensely, it is suggested that Council approves the salvage and donation of this item to the Polk County Fire Department.

A motion to approve the salvage and donation of the Fire Gear Washer and Dryer to the Polk County Fire Department was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

7. WPCP – Belt Press Emergency Repair

Bob Jones, Water Department Head, stated The Water Pollution Control Plant (WPCP) uses three (3) Ashbrook Simon-Hartley 2-meter belt filter presses (BFP) to dewater residual solids produced as a by-product of wastewater treatment. Presses 1 and 2 were installed in 1991 and have only had break down maintenance performed during that time.

Part of the Nutrient Removal Upgrade Project currently being constructed involves complete mechanical refurbishment of these presses. A factory team of technicians was onsite performing the restoration of BFP 1 when problems were discovered with the existing control wiring. The control wiring defects prevented the team from being able to test and commission the press when they completed their work.

In order to avoid standby charges from the factory team while the issue was resolved and to avoid having to reschedule a second trip from a factory representative, HERO Electric was hired to correct the control wiring defects while the factory team began work on BFP 2. HERO was selected because they designed and installed the Programmable Logic Controls (PLC) upgrade several years ago and were familiar with the operation of the presses. HERO was able to resolve the control wiring issues prior to completing the rehabilitation of BFP 2, thus avoiding standby charges and a lengthy reschedule for a second factory visit to commission the two presses.

He recommended approval of the attached invoice from HERO Electric for \$10,076.41. This is a budgeted item.

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

J. OTHER

1. Federal Annual Report Fiscal Year 2019/2020

Frank McCann, Police Chief, stated the Cartersville Police Department has to complete the federal annual report for the U.S. Department of Justice each year to account for the federal asset forfeiture money received and spent. The report is for fiscal year starting July 1, 2019 and ending June 30, 2020. The police department prepared this report with the assistance of Tom Rhinehart, Finance Director.

A motion to approve Federal Annual Report Fiscal Year 2019/2020 was made by Council Member Wren and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0

2. City of Cartersville M&O Millage Rate set at 2.91 Mills for 2020

Mr. Rhinehart stated the property taxes received from the Cartersville M&O property tax collections are used for the general city government operations, which include police, fire, recreation, public works, etc. The proposed 2020 millage rate of 2.910 mills is the rollback rate. I recommend approval of the Cartersville M&O property tax millage rate of 2.910 mills for 2020.

This is the second reading.

Mayor Santini opened the Public Hearing for anyone wanting to come forward to speak for or against this item.

With no one in attendance to come forward to speak for or against this item, the Public Hearing was closed.

A motion to approve City of Cartersville M&O Millage Rate was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0

3. Hall Booth Smith Retainer Agreement

A motion was made to add this item by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

Mr. Lovell suggested entering into an agreement with Hall Booth Smith, P.C., Attorneys at Law, to handle FCC correspondence.

A motion to approve the Hall Booth Smith Retainer Agreement was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



City of Cartersville

City Council Meeting
9/3/2020 7:00:00 PM
August 27, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The 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.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Special Called Council Meeting
 Council Chambers, 3rd Floor
 10 N. Public Square
 August 27, 2020
 4:00 P.M.

I. OPENING MEETING

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Stepp

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

Absent: Kari Hodge, Council Ward One

II. APPOINTMENT OF NEW CITY MANAGER

1. Contract Approval

Keith Lovell, Assistant City Attorney, gave overview explaining Tamara Brock's departure from the City of Cartersville as the City Manager effective August 31, 2020. The City of Cartersville has a highly qualified candidate so there is no need for outside resourcing to fill the vacancy. Mr. Dan Porta meets and exceeds the qualifications needed to fill this vacancy of City Manager.

A motion was made to appoint and accept the contract for Mr. Daniel Porta as the new City Manager of City of Cartersville effective September 1, 2020 by council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0

A motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 5-0

Meeting Adjourned

/s/ _____
 Matthew J. Santini
 Mayor

ATTEST: /s/ _____
 Julia Drake
 City Clerk

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 27 day of August, 2020, by and between the City of Cartersville, Georgia, a municipal corporation, (hereinafter called "Employer") and Daniel T. Porta, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

A. This Agreement shall remain in full force and effect from the 27th day of August, 2020 until January 6, 2022 unless terminated earlier by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

B. Employer and Employee may mutually elect to continue employment under the terms of this Agreement for an additional period of time not to exceed six (6) months, while a new employment contract is being negotiated or a mutually agreed extension to allow for the hiring of a new City Manager; however, if Employee is terminated during that time period, the provisions of Section 9, paragraph 6 as to termination shall be applicable.

C. Employee shall during the transition period from August 27, 2020 continue to serve as Assistant City Manager, and on September 1, 2020 shall assume the position of City Manager. Employee shall be sworn in as City Manager to be effective on September 1, 2020 on August 27, 2020, at 4:00 p.m., the date of the next scheduled City Council meeting.

Section 2: Duties and Authority

A. Employer agrees to employ Daniel T. Porta as City Manager to perform the functions and duties specified in the Charter and Code of Ordinances of the City of Cartersville, Georgia and to perform other legally permissible and proper duties and functions without interference.

B. Employee shall serve as the City Manager of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the Employer consistent with the policies of the governing body and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

Item # 3

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of City Manager of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of City Manager to another position without the Employee's express written consent.

J. The Employee or his designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Sixty-four Thousand Four Hundred Ten and No/100 Dollars (\$164,410.00), less all applicable withholdings, payable in installments at the same time that the other management employees of the Employer are paid.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.

C. In addition, consideration shall be given on an annual basis to an increase in compensation.

D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer.

Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Employer as provided by the Employer's policies, Charter, ordinances, or personnel rules and regulations or other practices.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for Employee's health, hospitalization, surgical, vision, dental and comprehensive medical insurance, short term disability and long-term disability, and life insurance, including for Employee's eligible dependents, at a minimum, equal to that which is provided to all other employees of the City of Cartersville.

Section 5: Vacation, Sick, and Military Leave

A. Upon commencing employment, the Employee shall be credited with his accrued sick leave hours and accrued vacation leave hours as of the 1st day of September, 2020. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, under the same rules and provisions applicable to other employees. All accrued but unused vacation and sick/personal leave of the Employee shall carry over from year to year during the term of this Agreement.

Section 6: Automobile

A. The Employee's duties require exclusive and unrestricted use of an automobile for the Employee's business and personal use to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause.

B. The Employer agrees to provide a vehicle for Employee's use. Employee shall be entitled to at no cost to use the City's fueling operation to provide fuel for the vehicle on a daily basis for normal use.

Section 7: Retirement

The Employer agrees to enroll the Employee into the City of Cartersville's Pension Plan and to make all the appropriate contributions on the Employee's behalf.

In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to fifteen (15%) percent of Employee's base salary as deferred compensation into a 401(a) or similar designated plan on the Employee's behalf, in unequal proportionate amount each pay period. Furthermore, Employer at the request of Employee may create either a mirror 457(B) or Roth or equivalent type plan, that Employee may contribute to if they deem appropriate. Furthermore, the Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, Georgia Municipal Association and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse

such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

Item # 3

Section 9: Termination

A. For the purpose of this Agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with the City of Cartersville Charter at a properly posted and duly authorized public meeting. Termination may be for or without cause.

2. If the Employer, citizens or legislature acts to amend any provisions of the Charter of the City of Cartersville pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

6. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

7. Upon the natural expiration of this Agreement.

8. Termination for Cause shall mean: dishonesty; theft, conviction of a crime (other than minor traffic violations) which is either a felony or a misdemeanor involving moral turpitude; unethical business conduct; gross or repeated negligence in carrying out Employee’s duties. In all instances other than dishonesty, theft or conviction of a crime, written notice of the activity, negligence or violation shall be provided by Employer to Employee along with a reasonable period of time, which shall be not less than thirty (30) days, in which to correct the deficiency.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six (6) months’ salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee’s option,

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays. The Employer agrees to make a contribution to the Employee’s deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. For a minimum period of six months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance, disability and life insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”);

2. Any other available benefits.

D. If the Employee is terminated because of a felony conviction, for cause or for breach of contract, then the Employer is not obligated to pay severance under this section.

E. The termination and severance of Employee shall not restrict or jeopardize the Employee's right to pension benefits earned during employment with the City and Employee will be able to make application and draw pension benefits from City on the same basis as other general employees of the City.

F. The termination and severance of Employee shall be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is provided by ICMA and is incorporated herein by reference.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/ her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise and the Employer shall pay the Employee for all accrued and unused vacation and sick pay.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of the Employee in June subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, may include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

D. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching and, consulting opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. All other outside business activities are prohibited, unless specifically approved by a majority of the City Council.

Section 16: Education

Employee shall continue and diligently pursue continuing education opportunities, including remaining a credentialed City Manager pursuant to ICMA Guidelines.

Section 17: Indemnification

To the extent provided for under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Item # 3

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Cartersville Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: City of Cartersville
PO Box 1390
1 North Erwin Street
Cartersville, GA 30120
- (b) EMPLOYEE: Daniel T. Porta
3755 Bozeman Lake Rd., N.W.
Kennesaw, GA 30144

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on the September 1, 2020.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

F. **Jurisdiction.** The parties agree that it is their intention that this Agreement and its performance, and all suits and special proceedings pursuant to this Agreement be construed in accordance with the laws of the State of Georgia and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Georgia shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

G. **Venue.** This Agreement shall be governed by the laws of the State of Georgia, and the Bartow County Superior Court shall have exclusive jurisdiction and venue of any disputes arising under this Agreement.

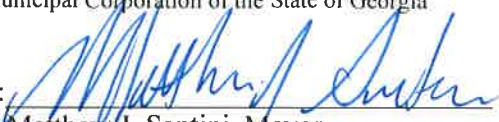
SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

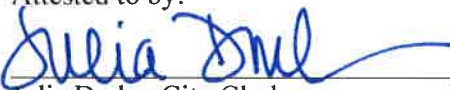
Executed this the 27 day of August, 2020.

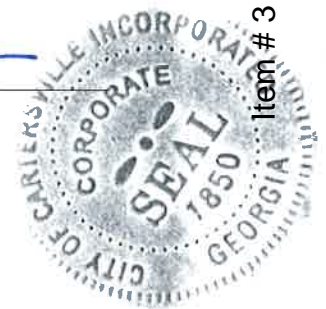
NAME OF EMPLOYER:

CITY OF CARTERSVILLE,
a Municipal Corporation of the State of Georgia

By: 
Matthew J. Santini, Mayor

Attested to by:


Julia Drake, City Clerk



Executed this the 27 day of August, 2020.

EMPLOYEE:


Daniel T. Porta

Appendix 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement (“Agreement”) is made by and between the City of Cartersville, Georgia (“Employer”) and Daniel T. Porta (“Employee”).

WHEREAS, Employer has employed Employee as its City Manager; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Employee’s employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing Employee’s separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between Employer and Employee, including without limitation, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Employer.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, Employer and Employee agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Employee’s employment _____ shall terminate on ____, 20, which shall be Employee’s final date of employment.

2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Employee or Employer of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **PAYMENT AND BENEFITS.** Employee shall receive his/her regular paycheck for the pay period ending _____, 20 on or before _____, 20 . Employee shall receive on or before _____, 20 an additional payment to compensate for his accumulated leaves (vacation, sick and floating holidays) and comp time, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction of all obligations due and owing Employee, Employer shall:

a. Pay Employee an amount equal to _____ () months of his current salary, subject to customary payroll deductions—to include Employee’s portion of health, dental and vision insurance premiums for __ () months.

Item # 3

b. Continue, and pay for, Employer's current health, dental and vision insurance coverages for ____ () months, ending on _____, 20__.

[C. INCLUDE ANY OTHER CONSIDERATION, SUCH AS AGREEING NOT TO CONTEST UNEMPLOYMENT, ALLOWING THE EMPLOYEE TO PURCHASE HIS WORK LAPTOP, ETC.]

3. **SURRENDER AND VACATION OF EMPLOYER'S PROPERTY.** Upon execution of this Agreement, Employee shall deliver all Employer's property in his/her possession except those items as listed in Section 8F of City Manager Employment Agreement and further, shall vacate Employer's property.

4. **RELEASE AND WAIVER OF CLAIMS.** In consideration of the benefits to be provided to Employee pursuant to this Agreement, Employee including his heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges Employer and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Employee specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against Employer.

Employee specifically agrees to release all claims that against Employer under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Employee expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

Item # 3

Employer hereby irrevocably and unconditionally releases, acquits and discharges Employee from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

5. **REFERENCES AND NON-DISPARAGEMENT.** If it is necessary for Employer to provide a reference to a prospective employer, Employee agrees that he will direct the prospective employer to contact _____. Additionally, Employee and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

6. **REPRESENTATIONS AND WARRANTIES.** The undersigned parties hereby represent and warrant the following to the other:

a. Employee represents and warrants that: he/ she is legally and mentally competent to sign this Agreement; he/she is the sole owner of any claims against the Employer; he/she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and he/she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

b. Employee represents and warrants that he/she has not and will not file any complaints, charges or lawsuits against Employer or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his/her employment, except Employee expressly reserves the right to file a claim for unemployment benefits. Employee further agrees to indemnify and hold Employer harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employer, arising out of any claim concerning the separation of employment that may hereafter be made by the Employee or any other party.

c. Employer represents and warrants that it has not and will not file any complaints, charges or lawsuits against Employee with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Employee's employment with Employer or the separation of his employment from Employer. Employer further agrees to indemnify and hold the Employee harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employee, arising out of any claim arising from the separation of his employment that may hereafter be made by Employer or any other party.

Item # 3

d. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

e. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

f. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

g. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

h. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original but all counterparts together shall constitute one and the same instrument.

7. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Georgia, and the Bartow County Superior Court shall have exclusive jurisdiction and venue of any disputes arising under this Agreement.

8. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

9. **REVIEW & REVOCATION.** The parties acknowledge that Employee may revoke his/her acceptance and execution of this Agreement at any time within seven (7) days of the date of his/her execution of it. Any revocation shall be in writing and shall be effective upon timely receipt by the Employer's Attorney.

If the revocation is submitted by mail, the revocation must be postmarked before the expiration of the seven (7)-day revocation period, and must be sent by overnight mail or other method so that it is received at the above address no later than the next business day immediately following the expiration of the seven (7)-day period. Further, Employee represents that, before accepting and executing this Agreement, he/she was given a review period of twenty-one (21) days in which to consider it. Employee further represents that he/she: (a) took advantage of as much of this period as

required to consider this Agreement before signing it; (b) carefully read the Agreement and the Release included herein; (c) fully understands it; and (d) is entering into it voluntarily. Employee represents that Employer encouraged him/her to discuss this Agreement with an attorney of choice before signing it. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without Employee having revoked acceptance of it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

Executed this the ____ day of _____,
2020.

NAME OF EMPLOYER:
CITY OF CARTERSVILLE,
a Municipal Corporation of the State of Georgia

By: _____
Matthew J. Santini, Mayor

Attested to by:

Julia Drake, City Clerk

Executed this the ____ day of _____,
2020.

EMPLOYEE:

Daniel T. Porta

Item # 3



City of Cartersville

City Council Meeting
9/3/2020 7:00:00 PM
Historic Preservation Commission

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	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.
City Manager's Remarks:	I recommend approval of the reappointments.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/3/2020 7:00:00 PM
AZ20-03 Faith Lane Annexation

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<p>The property owners of all (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.</p> <p>Planning Commission recommends denial, 3-2.</p>
City Manager's Remarks:	Planning Commission recommended denial. If the property is annexed into the City, we would be responsible for the bridge maintenance which city staff is not in favor of, as this is a huge expense. This is the second hearing.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SUMMARY

Petition Number(s): AZ20-03

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicants: Winslow Company	10 Faith Lane	(Undeveloped)
Peggy and Phillip Wilson	11 Faith Lane	(Undeveloped)
James Robert Smith	12 Faith Lane	(Undeveloped)
Jonathan and Amanda England	13 Faith Lane	(Current Residence)
Todd Shook	14 Faith Lane	(Residence under construction)
Mathew and Heather Stephens	15 Faith Lane	(Current Residence)

Representative: Frank Winslow

Location: Faith Lane at Jones Mill Rd (Brook Ridge Subdivision)

Total Acreage: Approx. 31.23 acres

LAND USE INFORMATION

Current Zoning: County RE1(wC) (Rural Estate w/ Conditions)

Proposed Zoning: R-20 (Single-Family Residential)

Proposed Use: Residential

Current Zoning of Adjacent Property:

North: City R-20, County R1(wC) (Residential District w/ Conditions), County A-1 (Agriculture)

South: County A-1 (Agriculture)

East: County A-1 (Agriculture)

West: County A-1 (Agriculture)

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 125, 126, 163 & 164

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

The Future Development Plan designates the subject property as: Adjacent city properties are designated as Suburban Living.

The Future Land Use Map designates adjacent or nearby city properties as: Low-Medium Density Residential (City) & Mixed Residential (County).

ANALYSIS

City Departments Reviews

Electric: No comments received

Fibercom: Takes no exception

Fire: No comments received

Gas: Takes no exception

Public Works: Annexation of this property would lead to portions of the bridge along Jones Mill Road to be located within the city limits. Therefore, Public Works would be opposed to this annexation, unless an intergovernmental agreement with Bartow County can be agreed upon that leads to maintenance of this bridge being provided by Bartow County Roads Department.

Water and Sewer: No comments received

Cartersville School District: At this time, we do not have any issues with the request based upon the fact that there are only 6 homes/lots and they can't be subdivided.

Public Comments, as of Aug. 4th

8/4: Mary Sue Phipps. 1033 Jones Mill Rd. General Inquiry.

7/31: Ms. Itzel Florez. Jones Mill Rd. General Inquiry.

REQUEST SUMMARY:

Brook Ridge subdivision was originally rezoned by Bartow County in 2005. The zoning from A-1 to RE-1 was permitted with a condition to limit the subdivision to a maximum of (8) building lots. This condition will be recommended to carry forward if approved. Original final plat is attached.

The annexation and zoning request is to annex all lots, currently (7), identified on the 2006 Final Plat. 10 Faith Lane is comprised of (2) lots per the final plat, so only (6) current property owners and addresses are identified on Page 1 of this summary. The subdivision contains approx. 31 acres in total. Two lots are currently developed with single family homes (13 and 15) and one single family home is under construction (14).

The owners wish to annex into the city for the school system. City gas, water and sewer utilities currently serve the subdivision. Electricity is provided by Georgia Power.

Floodplain is present along the western properties of the subdivision. Future construction will be required to meet the floodplain development regulations and building requirements at the time of

construction. The existing house under construction at 14 Faith Lane was permitted by Bartow County and will continue to be inspected through completion by Bartow County.

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 R-20 zoning district is an appropriate zoning category for the subdivision and adjacent residential properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use of adjacent property.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned, the property would continue to be used for single-family residential.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The annexation and zoning would conform to the city's land use plan for the area.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect compared to the existing land use. Flood plain is present so development activities will have to comply with development requirements at the time of permitting.
- 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.*
Public Works is currently opposed to the annexation unless an intergovernmental agreement can be signed for the maintenance of the Jones Mill Road bridge over Pettit Creek.

STAFF RECOMMENDATION:

Staff does not oppose the annexation if the following conditions are attached:

1. An intergovernmental agreement must be signed for the maintenance of the Jones Mill Road bridge over Pettit Creek.
2. The subdivision is limited to a maximum of (8) building lots.

PLANNING COMMISSION RECOMMENDATION:

Recommends Denial (3-2) (More information wanted regarding bridge maintenance).

David Hardegree

From: Olson, Peter <olsonp@bartowga.org>
Sent: Wednesday, August 5, 2020 1:48 PM
To: David Hardegree; Brandon Johnson (johnsonb@bartowga.org); Gerardo Becerra (becerrag@bartowga.org); Kathy Gill (gillk@bartowga.org); Lamont Kiser; Steve Taylor; Richard Osborne (osborner@bartowga.org); Sutton, Joe
Subject: Re: RE: AZ20-03 Annexation Application_ Brook Ridge subdivision (Faith Lane & Jones Mill Rd)

Follow Up Flag: Follow up
Flag Status: Flagged

This one seems very tight in terms of "contiguity" to the city limits, but it looks like it just clears 50 feet and so meets the minimum. I did not realize they were two requests, but this one is needed for the other lots on Faith Lane to have any contiguity. We have no objection to the city annexing this property or the rest of the subdivision. I had a call from Frank Johnson the developer and he said the purpose is the resident wants to be in the City Schools district. Of course that means the City will be taking over maintenance for Faith Lane since the City will be on both sides. And we need to be careful that no further annexations along Jones Mill Road to the west of this (or Parr Wade to the southwest) cut off the rest of the lots on Jones Mill as an unincorporated island. We've got way too many unincorporated islands as it is.

Peter Olson

Bartow County Administrator
 135 W. Cherokee Ave.
 Suite 251
 Cartersville, GA 30120
 770-387-5030 / fax 770-387-5023

From: David Hardegree (dhardegree@cityofcartersville.org)

Date: 08/04/20 06:33 pm

To: Brandon Johnson (johnsonb@bartowga.org) (johnsonb@bartowga.org), Gerardo Becerra (becerrag@bartowga.org) (becerrag@bartowga.org), Kathy Gill (gillk@bartowga.org) (gillk@bartowga.org), Lamont Kiser (kiserl@bartowga.org), Peter Olson (olsonp@bartowga.org), Steve Taylor (taylorst@bartowga.org), Richard Osborne (osborner@bartowga.org) (osborner@bartowga.org)

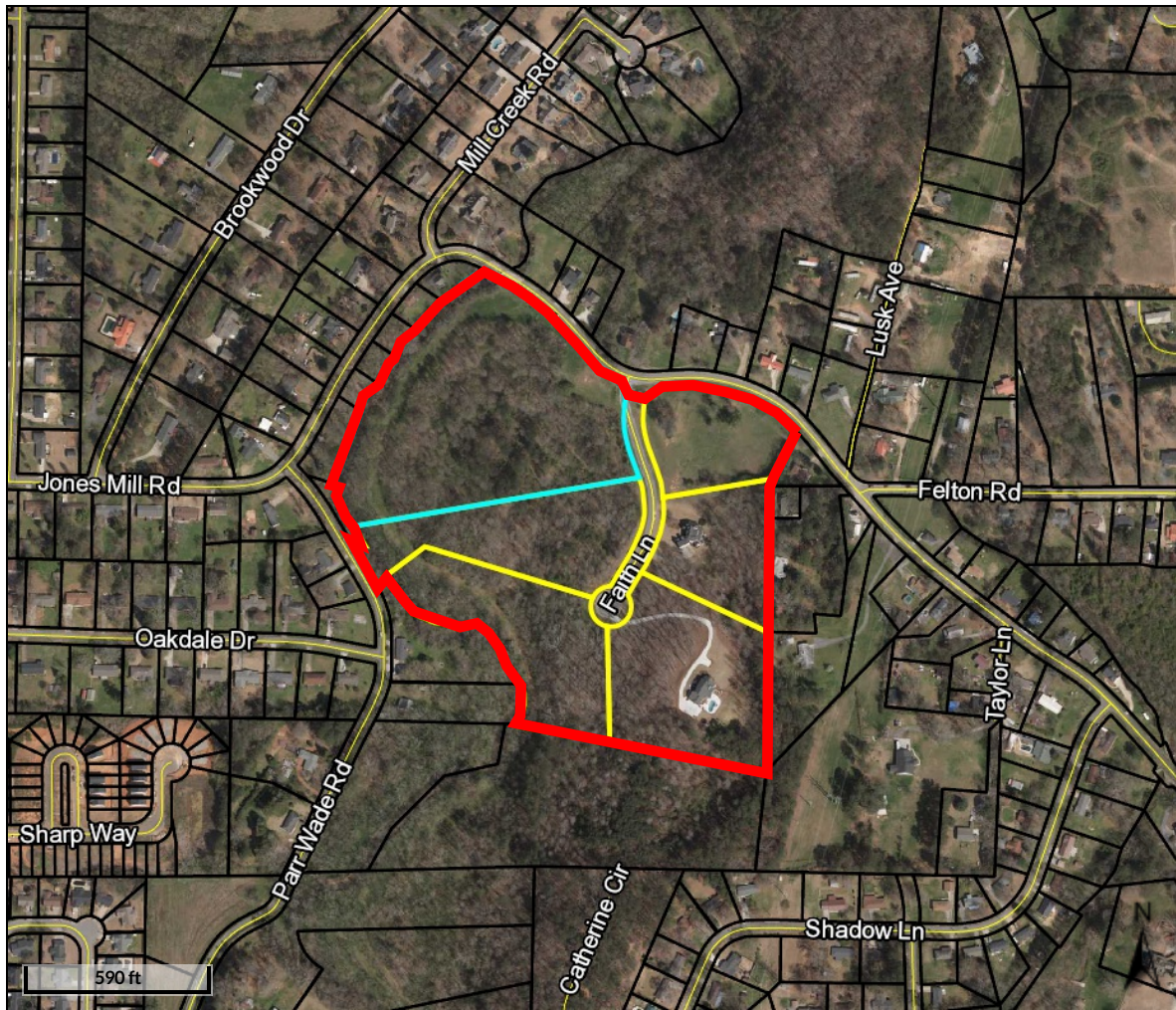
Subject: RE: AZ20-03 Annexation Application_ Brook Ridge subdivision (Faith Lane & Jones Mill Rd)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

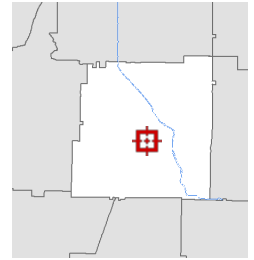
Kathy et al,

I just realized the annexation application was not attached to the original email from last month for AZ20-03. Our planning commission meeting is next Tuesday, Aug. 11th. I'm sorry to even ask, but is it possible to receive the county's assessment of this request by Aug. 11th? Please let me know.

Item # 5



Overview



Legend

-  Parcels
-  Roads

Parcel ID	0071-0126-003	Alternate ID	41293	Owner Address	WINSLOW CO
Sec/Twp/Rng	n/a	Class	Residential		30 LATIMER LN NW
Property Address	10 FAITH LN	Acreage	9.66		CARTERSVILLE GA 30121-9271
	Bartow County				
District	Bartow County				
Brief Tax Description	LT 1 & 2 BROOK RIDGE LL 125 1 26 163 D 4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 7/8/2020

Last Data Uploaded: 7/7/2020 9:54:38 PM

 Developed by 

Application for Annexation/ Zoning
City of Cartersville

Case Number: A2020-03
Date Received: 6/19/2020

Public Hearing Dates:

Planning Commission 8/11/20

5:30pm

1st City Council 8/20/20

7:00pm

2nd City Council 9/3/20

7:00pm

Applicant Winslow Co. Office Phone 404-626-9189
(printed name)
Address 30 Patimer Lane NW Mobile/ Other Phone 404-626-9189
City Cartersville State GA Zip 30121 Email fjohn130@comcast.net
H. F. JOHNSON Phone (Rep) 404-626-9189
Representative's printed name (if other than applicant) Email (Rep) fjohn130@comcast.net
H. F. Johnson Representative Signature Applicant Signature
Signed, sealed and delivered in presence of: My commission expires:
Fincher 1/23/23
Notary Public

Item # 5

* Titleholder Winslow Co. Phone 404-626-9189
(titleholder's printed name)
Address 30 Patimer Lane NW Email fjohn130@comcast.net
Signature H. F. Johnson
Signed, sealed, delivered in presence of: My commission expires:
Fincher 1/23/23
Notary Public

Present Zoning District RE1-w/comp Requested Zoning R-20
Acreage 9.659 Land Lot(s) 125, 126, 163 District(s) 4th Section(s) 3rd
Location of Property: 10 Faith Lane Cartersville, GA 30120
(street address, nearest intersections, etc.)
Reason for Rezoning Request: To bring subdivision into city
(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>0071-0126-003</u>	Voting Ward(s)	<u>6</u>
Current Land Use	<u>Residential</u>	Current Zoning	<u>RE-1</u>
Proposed Land Use	<u>Residential</u>	Proposed Zoning	<u>R-20</u>
Number of Dwelling Units	<u>1 Per lot</u>	Number of Occupants	<u>0</u>
Owner Occupied?	Yes _____ No <input checked="" type="checkbox"/>		
Number of School-aged Children	<u>0</u>	Grade Level(s) of School-aged Children	<u>0-12 0</u>
School(s) to be attended:	<u>CITY SCHOOLS</u>		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<input checked="" type="checkbox"/> City	_____ County	_____ Well/ Other
Sewer:	_____ City	_____ County	_____ Septic/ Other
Natural Gas:	<input checked="" type="checkbox"/> City	_____ Other (List)	_____
Electricity:	_____ City	<input checked="" type="checkbox"/> GA Power	_____ Greystone
		_____ Other (List)	_____

Item # 5

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: _____

Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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:

made
Item # 5

	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


 Print Name


Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ20-03
 Date Received: 6/9/2020

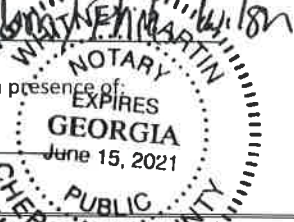
Public Hearing Dates:
 Planning Commission 8/11/20 1st City Council 8/20/20 2nd City Council 9/3/20
 5:30pm 7:00pm 7:00pm

Item # 5

Applicant Peggy & Philip A Wilson Office Phone _____
(printed name)
 Address 16 Parr Wade Rd SE Mobile/ Other Phone 770-318-8532
 City Cartersville State GA Zip 30120 Email peggywilson59@gmail.com
 Representative's printed name (if other than applicant) _____
 Phone (Rep) _____
 Email (Rep) _____
 Representative Signature _____ Applicant Signature Peggy Wilson / Philip Wilson
 Signed, sealed and delivered in presence of _____ My commission expires: _____
Whitney Martin
 Notary Public



* Titleholder Peggy & Philip A Wilson Phone 770-318-8532
(titleholder's printed name)
 Address 11 Faith Lane, Cartersville Email peggywilson59@gmail.com
 Signature Peggy Wilson / Philip Wilson
 Signed, sealed, delivered in presence of _____ My commission expires: _____
Whitney Martin
 Notary Public



Present Zoning District RE-1 Requested Zoning R-20
 Acreage 3.079 Land Lot(s) 125 & 164 District(s) 4 Section(s) 3
 Location of Property: 11 Faith Lane, Cartersville, GA 30120
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: Annexation

(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: _____

Item # 5

Tax Map Parcel(s) # 0071-0125-004 Voting Ward(s) 6

Current Land Use single family Current Zoning RE-1

Proposed Land Use same Proposed Zoning RE-20

Number of Dwelling Units 0 Number of Occupants 0

Owner Occupied? Yes _____ No

Number of School-aged Children 0 Grade Level(s) of School-aged Children 0

School(s) to be attended: _____

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

Water: City _____ County _____ Well/ Other _____

Sewer: City _____ County _____ Septic/ Other _____

Natural Gas: City _____ Other (List) _____

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: _____

Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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:

Item # 5

	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.

Peggy Wilson / Philip Wilson
 Signature Date
Peggy Wilson / Philip Wilson
 Print Name

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ20-03
Date Received: 6/19/20

Public Hearing Dates:
Planning Commission 8/11/20 5:30pm 1st City Council 8/29/20 7:00pm 2nd City Council 9/3/20 7:00pm

Item # 5


Applicant JAMES ROBERT SMITH Office Phone _____
(printed name)
Address 426 MARTIN ROAD SW Mobile/ Other Phone 770-547-5000
City CARTERSVILLE State GA Zip 30120 Email ROB8828@gmail.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 _____ My commission expires: _____
[Signature]
Notary Public



* Titleholder JAMES ROBERT SMITH Phone 770-547-5000
(titleholder's printed name)
Address 426 MARTIN ROAD SW Email ROB8828@gmail.com
Signature [Signature]
Signed, sealed, delivered in presence of: _____ My commission expires: _____
[Signature]
Notary Public



Present Zoning District RE-1 Requested Zoning R-20
Acreage 4.3 Land Lot(s) 164 District(s) 4 Section(s) 3
Location of Property: 12 FAITH LANE CARTERSVILLE, GA 30120
(street address, nearest intersections, etc.)
Reason for Rezoning Request: ANNEX SUBDIVISION INTO CITY

(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>0071-0163-003</u>	Voting Ward(s)	<u>6</u>
Current Land Use	<u>RESIDENTIAL</u>	Current Zoning	<u>RE-1</u>
Proposed Land Use	<u>RESIDENTIAL</u>	Proposed Zoning	<u>R-20</u>
Number of Dwelling Units	<u>0</u>	Number of Occupants	<u>0</u>
Owner Occupied?	Yes _____ No <input checked="" type="checkbox"/>		
Number of School-aged Children	<u>0</u>	Grade Level(s) of School-aged Children	_____
School(s) to be attended:	_____		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<input checked="" type="checkbox"/> City _____ County _____	Well/ Other _____	
Sewer:	<input checked="" type="checkbox"/> City _____ County _____	Septic/ Other _____	
Natural Gas:	<input checked="" type="checkbox"/> City _____	Other (List) _____	
Electricity:	_____ City _____	<input checked="" type="checkbox"/> GA Power _____	Greystone _____
		Other (List) _____	

Item # 5

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: _____

Date Two Years Prior to Application: _____

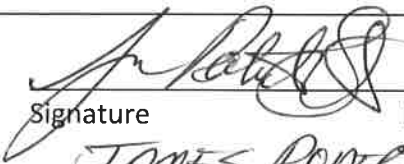
Date Five Years Prior to Application: _____

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:

Item # 5

	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 5/20/2020
JAMES ROBERT SMITH
 Print Name _____


Application for Annexation/ Zoning
City of Cartersville

Case Number: A220-03
Date Received: 6/11/20


Public Hearing Dates:
Planning Commission 8/11/20 5:30pm 1st City Council 8/20/20 7:00pm 2nd City Council 9/3/20 7:00pm

Item # 5

Applicant Jonathan & Amanda England Office Phone 678-276-9641
(printed name)
Address 13 Faith Lane Mobile/ Other Phone _____
City Cartersville State GA Zip 30120 Email jonengland08@gmail.com
Representative's printed name (if other than applicant) _____ Phone (Rep) _____
Representative Signature _____ Email (Rep) _____
Signed, sealed and delivered in presence of _____ My commission expires: _____
Nina Clark
Notary Public



* Titleholder Jonathan & Amanda England Phone 678-276-9641
(titleholder's printed name)
Address 13 Faith Lane Email jonengland08@gmail.com
Signature _____
Signed, sealed, delivered in presence of: _____ commission expires: _____
Nina Clark
Notary Public



Present Zoning District RE-1 Requested Zoning R-20
Acreage 2.9 Land Lot(s) 164 District(s) 4 Section(s) 6
Location of Property: 13 FAITH LANE CARTERSVILLE, GA 30120
(street address, nearest intersections, etc.)
Reason for Rezoning Request: Annex Subdivision into City
(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>0071-0164-005</u>	Voting Ward(s)	<u>CE</u>
Current Land Use	<u>Residential</u>	Current Zoning	<u>RE-1</u>
Proposed Land Use	<u>Residential</u>	Proposed Zoning	<u>R-20</u>
Number of Dwelling Units	<u>1</u>	Number of Occupants	<u>6</u>
Owner Occupied? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Number of School-aged Children	<u>4</u>	Grade Level(s) of School-aged Children	<u>Pre-K, 6th, 9th, 11th</u>
School(s) to be attended:	<u>CARTERSVILLE city schools</u>		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<input checked="" type="checkbox"/> City	_____ County	_____ Well/ Other
Sewer:	<input checked="" type="checkbox"/> City	_____ County	_____ Septic/ Other
Natural Gas:	<input checked="" type="checkbox"/> City	_____ Other (List)	_____
Electricity:	_____ City	<input checked="" type="checkbox"/> GA Power	_____ Greystone
		_____ Other (List)	_____

Item # 5

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: _____

Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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:

Item # 5

	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.

5-14-20

Signature _____ Date _____

Jonathan D. England

Print Name _____

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ20-03
Date Received: 6/19/20

Public Hearing Dates:


Planning Commission 8/11/20 5:30pm 1st City Council 8/20/20 7:00pm 2nd City Council 9/3/20 7:00pm

Item # 5

Applicant Todd Shook Office Phone _____
(printed name)
Address 14 Faith Lane Mobile/ Other Phone 404-312-8607
City Cartersville State GA Zip 30120 Email toddrshook@gmail.com
Representative's printed name (if other than applicant) _____ Phone (Rep) _____
Email (Rep) _____
Representative Signature _____ Applicant Signature Todd Shook
Signed, sealed and delivered in presence of: _____ My commission expires 12/21/2020
Wina Clark Notary Public



* Titleholder Todd & Candy Shook Phone 404-312-8607
(titleholder's printed name)
Address 14 Faith Lane, Cartersville, GA 30120 Email toddrshook@gmail.com
Signature Todd & Candy Shook
Signed, sealed, delivered in presence of: _____ My commission expires 12/21/2020
Wina Clark Notary Public



Present Zoning District RE1 Requested Zoning R-20
Acreage 4.496 Land Lot(s) 163, 164 District(s) 4th Section(s) 3rd
Location of Property: 14 Faith Lane, Cartersville, GA 30120
(street address, nearest intersections, etc.)
Reason for Rezoning Request: Bring the subdivision into the City.
See additional statement on attached sheet.
(attach additional statement as necessary)

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

ADDITIONAL STATEMENT

This additional statement is for the property located at 14 Faith Lane, Cartersville, GA 30120 only.

Currently, the primary residence for 14 Faith Lane is under construction. Building permits have been issued by the Bartow County Community Development Department. The two (2) open permits are Permit # 20040189 (House) and 20040194 (Garage). These structures will be built in compliance with the current Bartow County Community Development applicable codes and regulations. Bartow County will be providing all inspections and final Certificate of Completions / Occupancy. It is understood that no additional fees, construction permitting, inspections, etc. will be required by the City of Cartersville. The City will fully accept the Bartow County permitting and inspection process/approvals and not require any additional permitting or inspections before or after obtaining a final inspection and/or Certificate of Occupancy (CO).

If the above statement is not acceptable to the City, then please withdraw my application for annexation and I will reapply at a later date, once all construction is complete.

If the above statement is acceptable, please provide a letter stating the City agrees that no additional fees, permitting and/or inspections will be required throughout the remaining construction period.

If you have any questions, please feel free to contact me.

Thanks,



Todd Shook
404-312-8607
toddrshook@gmail.com

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) #	<u>0071-0164-003</u>	Voting Ward(s)	<u>6</u>
Current Land Use	<u>Residential</u>	Current Zoning	<u>RE1</u>
Proposed Land Use	<u>Residential</u>	Proposed Zoning	<u>R-20</u>
Number of Dwelling Units	<u>1</u>	Number of Occupants	<u>4</u>
Owner Occupied?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Number of School-aged Children	<u>1</u>	Grade Level(s) of School-aged Children	<u>11</u>
School(s) to be attended:	<u>The King's Academy, Woodstock, GA</u>		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<input checked="" type="checkbox"/> City _____ County _____	Well/ Other _____	
Sewer:	<input checked="" type="checkbox"/> City _____ County _____	Septic/ Other _____	
Natural Gas:	<input checked="" type="checkbox"/> City _____	Other (List) _____	
Electricity:	_____ City _____	<input checked="" type="checkbox"/> GA Power _____	Greystone _____
	_____ Other (List) _____		

Item # 5

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: _____

Date Two Years Prior to Application: _____


Date Five Years Prior to Application: _____

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:

made
Item # 5

	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>

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.


06/04/2020
 Signature Date

 Todd Shook
 Print Name

Application for Annexation/ Zoning
City of Cartersville

Case Number: A720-03
Date Received: 6/9/2020

Public Hearing Dates:
Planning Commission 8/11/20 5:30pm 1st City Council 8/20/20 7:00pm 2nd City Council 9/3/20 7:00pm

Item # 5

Applicant MATTHEW & HEATHER STEPHENS Office Phone 770-386-0194 x-114
(printed name)
Address 15 FAITH LANE Mobile/ Other Phone 770-274-9318
City CARTERSVILLE State GA Zip 30120 Email matt@smfco.org

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

Email (Rep) _____
Representative Signature: _____ Applicant Signature: Matthew C Stephens Heather Stephens
Signed, sealed and delivered in presence of _____ My commission expires: _____
Mina Clark
Notary Public



* Titleholder MATTHEW & HEATHER STEPHENS Phone 770-274-9318
(titleholder's printed name)
Address 15 FAITH LANE Email matt@smfco.org
Signature: Matthew C Stephens Heather Stephens
Signed, sealed, delivered in presence of _____ My commission expires: _____
Mina Clark
Notary Public



Present Zoning District RE-1 Requested Zoning R-20
Acreage 5.4 Land Lot(s) 164 District(s) 4 Section(s) 3
Location of Property: 15 FAITH LANE CARTERSVILLE, GA 30120
(street address, nearest intersections, etc.)
Reason for Rezoning Request: ANNEX SUBDIVISION INTO CITY

(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>0071-0164-004</u>	Voting Ward(s)	<u>6</u>
Current Land Use	<u>RESIDENTIAL</u>	Current Zoning	<u>RE-1</u>
Proposed Land Use	<u>RESIDENTIAL</u>	Proposed Zoning	<u>R-20</u>
Number of Dwelling Units	<u>1</u>	Number of Occupants	<u>5</u>
Owner Occupied?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Number of School-aged Children	<u>2</u>	Grade Level(s) of School-aged Children	<u>3RD, 6TH</u>
School(s) to be attended:	<u>CARTERSVILLE CITY SCHOOLS</u>		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<input checked="" type="checkbox"/> City	_____ County	_____ Well/ Other
Sewer:	<input checked="" type="checkbox"/> City	_____ County	_____ Septic/ Other
Natural Gas:	<input checked="" type="checkbox"/> City	_____ Other (List)	_____
Electricity:	_____ City	<input checked="" type="checkbox"/> GA Power	_____ Greystone
		_____ Other (List)	_____

Item # 5

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: _____

Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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:

Item # 5

	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
 MATTHEW C STEPHENS

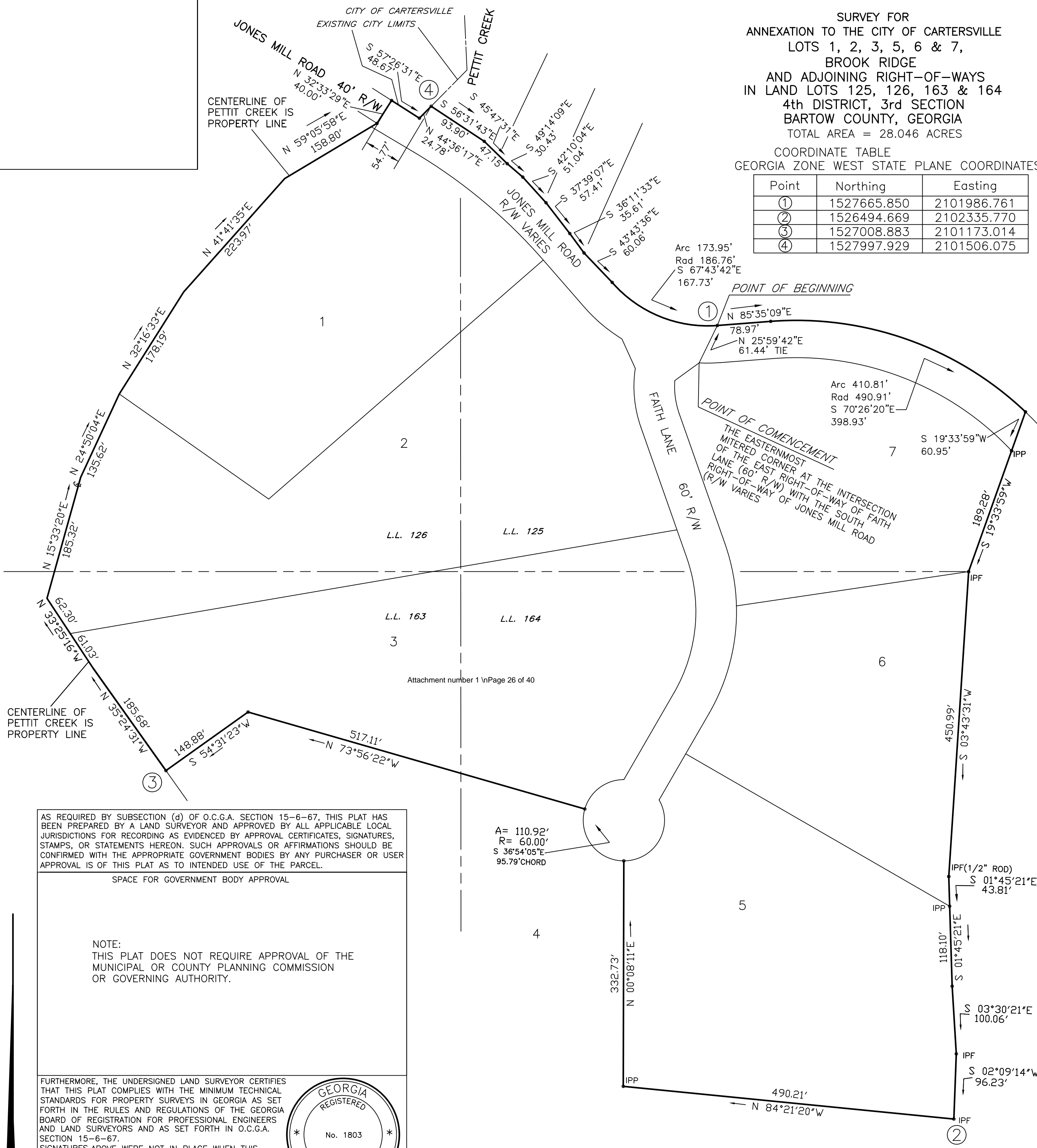
 Print Name

SPACE FOR CLERK OF SUPERIOR COURT

SURVEY FOR
ANNEXATION TO THE CITY OF CARTERSVILLE
LOTS 1, 2, 3, 5, 6 & 7,
BROOK RIDGE
AND ADJOINING RIGHT-OF-WAYS
IN LAND LOTS 125, 126, 163 & 164
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
TOTAL AREA = 28.046 ACRES

COORDINATE TABLE
GEORGIA ZONE WEST STATE PLANE COORDINATES

Point	Northing	Easting
①	1527665.850	2101986.761
②	1526494.669	2102335.770
③	1527008.883	2101173.014
④	1527997.929	2101506.075

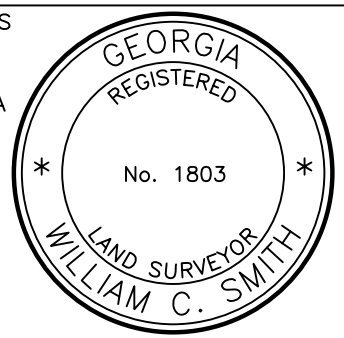


AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED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

SPACE FOR GOVERNMENT BODY APPROVAL

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

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67. SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE OBTAINED PRIOR TO RECORDING.



William C. Smith
WILLIAM C. SMITH: GEORGIA REGISTERED LAND SURVEYOR No. 1803
DATE: 2-10-20
DATE OF LAST FIELD SURVEY WORK: 10-24-2005

SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803

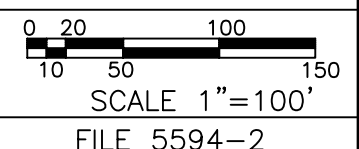
R/W — RIGHT OF WAY
IPP — IRON PIN PLACED
IPF — IRON PIN FOUND
CM — CONCRETE MARKER
CH — CHORD
L OR A — LENGTH OF CURVE
R — RADIUS LP — LIGHT POLE
— X — X — FENCE
— — — — LAND LOT LINE
@ — CENTER LINE
— — — — POWER LINE
PP — POWER POLE

FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 20,000 FEET
USING A LIETZ SET 3.
ANGULAR ERROR; 0'00'06" PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED; USING THE COMPASS RULE.
Item # 5

NOTE: IRON PINS ARE (1/2" RE-BAR) EXCEPT AS SHOWN.



PLAT CLOSURE;
ONE FOOT IN
262,000 FEET.
FEBRUARY 10, 2020
REVISED 3-19-2020



MAG. NORTH

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 # 5

2-10-2020
Date



Georgia Registered Land Surveyor (Seal)

ZONING ADMINISTRATOR:

1. Case Number: _____

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?

Date _____

Zoning Administrator

FILE 559A-2

APPROVED

BARTOW COUNTY ZONING ADMINISTRATOR

Handwritten signature

SURVEY FOR
BROOK RIDGE
IN LAND LOTS 125, 126, 163 & 164,
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
TOTAL AREA = 31.233 ACRES

OWNER/DEVELOPER
JERRY ELDER
681 MISSION ROAD SW
CARTERSVILLE, GA 30120
24 HOUR CONTACT: JERRY ELDER
(770) 773-5131
FAX: (770) 382-5498

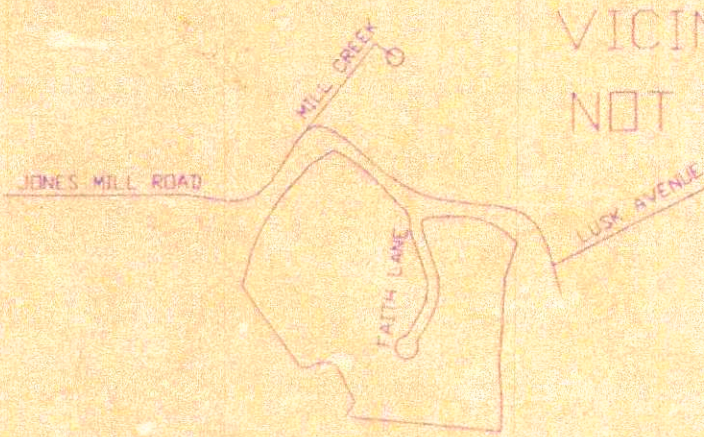
UNDISTURBED 50 FOOT BUFFER
FOR STATE WATERS UNDER THE
JURISDICTION OF THE EPD EXISTS
WITHIN THE LIMITS OF THE AREAS
SHOWN HEREON AS "EASEMENT FOR
STATE WATERS AND DRAINAGE."
UNDER PENALTY OF LAW, THESE AREAS
MAY NOT BE DISTURBED WITHOUT
PROPER AUTHORIZATION FROM THE EPD.

NOTE: AS PER "RE1" ZONING REQUIREMENTS NO LOT SHALL
BE RE-SUBDIVIDED INTO SMALLER LOTS.

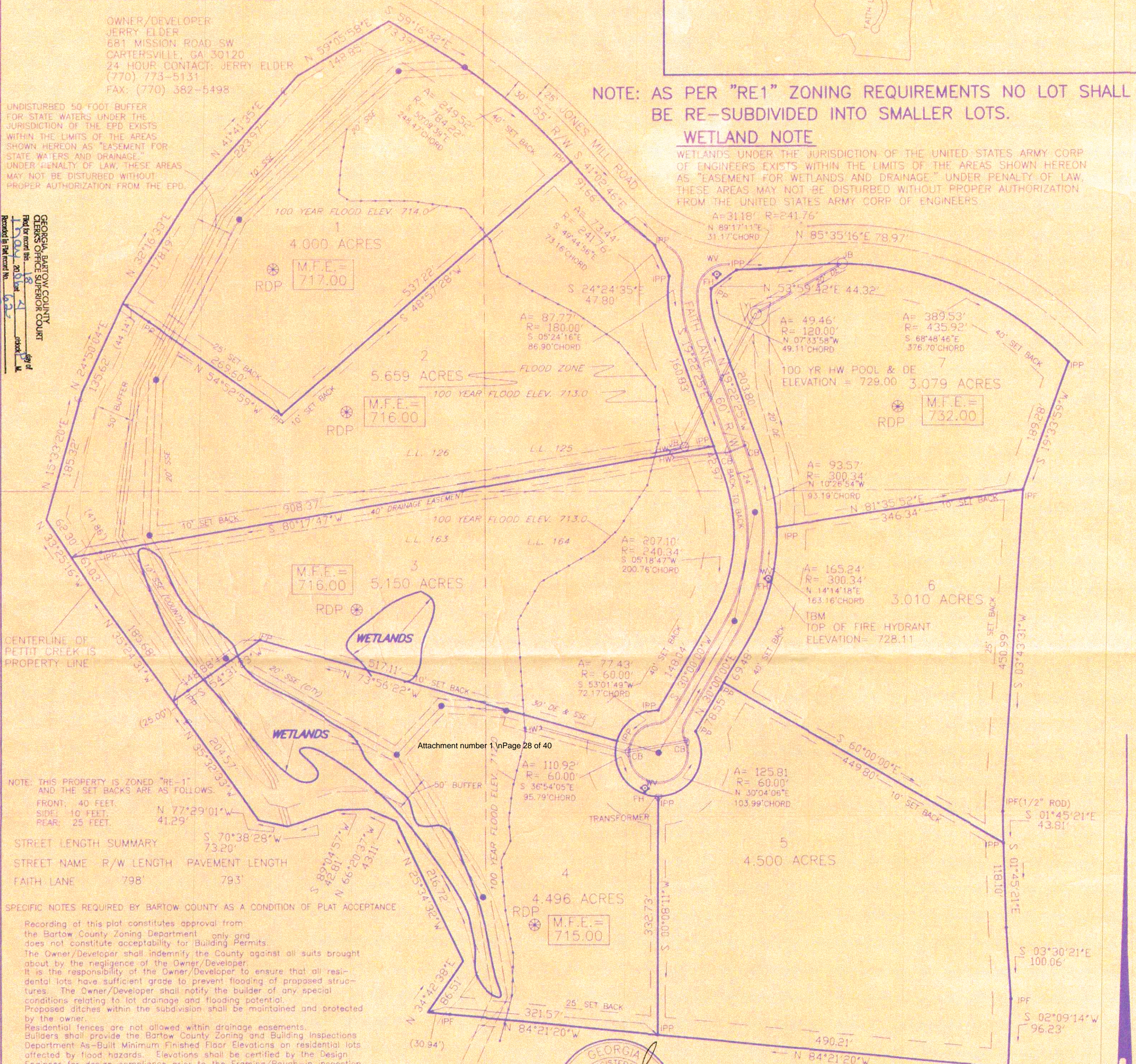
WETLAND NOTE

WETLANDS UNDER THE JURISDICTION OF THE UNITED STATES ARMY CORP
OF ENGINEERS EXISTS WITHIN THE LIMITS OF THE AREAS SHOWN HEREON
AS "EASEMENT FOR WETLANDS AND DRAINAGE." UNDER PENALTY OF LAW,
THESE AREAS MAY NOT BE DISTURBED WITHOUT PROPER AUTHORIZATION
FROM THE UNITED STATES ARMY CORP OF ENGINEERS.

VICINITY MAP
NOT TO SCALE



GEORGIA, BARTOW COUNTY
CLERK'S OFFICE SUPERVISOR COURT
Filed for record this 18th day of
November 2005
Recorded in the record No. 1803
of the
County of Bartow, Georgia
CARY BELL, Clerk



CENTERLINE OF
PETTIT CREEK IS
PROPERTY LINE

NOTE: THIS PROPERTY IS ZONED "RE-1"
AND THE SET BACKS ARE AS FOLLOWS:
FRONT: 40 FEET.
SIDE: 10 FEET.
REAR: 25 FEET.

STREET LENGTH SUMMARY

STREET NAME	R/W LENGTH	PAVEMENT LENGTH
FAITH LANE	798'	793'

SPECIFIC NOTES REQUIRED BY BARTOW COUNTY AS A CONDITION OF PLAT ACCEPTANCE

Recording of this plat constitutes approval from
the Bartow County Zoning Department only and
does not constitute acceptability for Building Permits.
The Owner/Developer shall indemnify the County against all suits brought
about by the negligence of the Owner/Developer.
It is the responsibility of the Owner/Developer to ensure that all resi-
dential lots have sufficient grade to prevent flooding of proposed struc-
tures. The Owner/Developer shall notify the builder of any special
conditions relating to lot drainage and flooding potential.
Proposed ditches within the subdivision shall be maintained and protected
by the owner.
Residential fences are not allowed within drainage easements.
Builders shall provide the Bartow County Zoning and Building Inspections
Department As-Built Minimum Finished Floor Elevations on residential lots
affected by flood hazards. Elevations shall be certified by the Design
Engineer for design compliance prior to the Framing/Rough-in inspection
of the individual building.

DRAINAGE
The owner of record, on behalf of himself and all successors in inter-
est, specifically releases Bartow County from any and all liability and
responsibility for flooding or erosion from storm drains or from
flooding from high water or natural creeks, rivers or other drainage
features. The privately owned drainage easements shown hereon are
hereby established for the sole purpose of providing for the emergency
protection of the free flow of surface waters along all watercourses
as established by Bartow County Regulations and by the Director of the
Department of Public Works. Said Director may conduct emergency main-
tenance operations within these easements where emergency conditions
exist. Emergency maintenance shall be the removal of trees or other
debris, excavation, filling and the like necessary to remedy a condi-
tion which, in the judgement of said Director, is potentially inju-
rious to life, property, or the public road or utility system. Such
emergency maintenance, conducted for the common good, shall not be
construed as constituting a continuing maintenance obligation on the
part of Bartow County, nor an abrogation of Bartow County's right to
seek reimbursement for expenses from the owner(s) of the property(ies)
of the land that generated the conditions.

FLOOD HAZARD
The local 100 year Flood areas shown hereon were determined by the
Professional Engineer whose stamp and signature are affixed hereto.
Bartow County does not, by approving this plat, warrant their accu-
racy nor imply that land outside the areas of flood hazard shown
will be free from flooding or flood damage. Further, Bartow County
does not, by approving this plat of subdivision and accepting the
public improvements therein, assume responsibility for the main-
tenance of the flood carrying capacity of the flood areas or water-
course. Maintenance shall remain the responsibility of the owner(s)
of the land upon which they exist. The owner of a lot or parcel
that contains a flood hazard area is required to submit a site plan to
Bartow County prior to the initiation of any improvements to the
lot or parcel. The site plan shall include the location and eleva-
tion of the local 100 year flood plain within the lot or parcel and
the existing conditions and proposed improvements.

NOTE:
LOTS 1-4 & 7 REQUIRE A RESIDENTIAL
DRAINAGE PLAN (RDP). A RESIDENTIAL DRAINAGE PLAN IS
REQUIRED TO BE PREPARED BY A REGISTERED LAND SURVEYOR
OR PROFESSIONAL ENGINEER, REVIEWED AND ACCEPTED BY
THE BARTOW COUNTY ZONING DEPARTMENT FOR THESE
LOTS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.



THE ENGINEERS STAMP PLACED ON THIS PLAT
IN REFERENCE TO THE FLOOD ELEVATIONS ONLY.
SMITH & SMITH CIVIL ENGINEERS, P.C.
PHONE (770) 386-8668, FAX (770) 382-6866
28 EAST CHURCH STREET, CARTERSVILLE, GA 30120

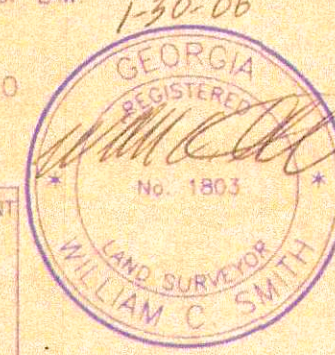
1/30/06

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

2821-2.CRD 5594PLAN.DWG
FLOOD INSURANCE RATE MAP 13015C0086 F
DATED SEPT.29.1989 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE,
EXCEPT AREA SHOWN BY LINE

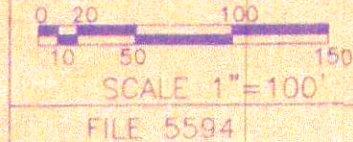
NOTE: IRON PINS ARE (1/2"RE-BAR)
EXCEPT AS SHOWN.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF LAND PLATTED
AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND
REQUIREMENTS OF LAW.



PLAT CLOSURE:
ONE FOOT IN
123,000 FEET.
OCTOBER 24, 2005
REVISED 01-03-06
REVISED 01-30-06

M.F.F.E. - MINIMUM FINISHED FLOOR ELEVATION	DE - DRAINAGE EASEMENT	SSE - SANITARY SEWER EASEMENT
DDO.DD -	R/W - RIGHT OF WAY	CB - CATCH BASIN
FH - FIRE HYDRANT	IPP - IRON PIN PLACED	R - RADIUS LP - LIGHT POLE
TBM - TEMPORARY BENCHMARK	IPF - IRON PIN FOUND	-X-X- - FENCE
JB - JUNCTION BOX	CM - CONCRETE MARKER	- - - - - LAND LOT LINE
YI - YARD INLET	CH - CHORD	--- --- --- CENTER LINE
HW - HEADWALL	L OR A - LENGTH OF CURVE	--- --- --- POWER LINE
RDP - RESIDENTIAL DRAINAGE PLAN	WV - WATER VALVE	PP - POWER POLE



SCALE 1"=100'

FILE 5594

A RESOLUTION OF THE COUNTY COMMISSIONER OF BARTOW COUNTY SITTING FOR COUNTY PURPOSES FOR THE PURPOSE OF APPROVING ARZ-1389-05, A REQUEST TO AMEND THE COMPREHENSIVE LAND USE MAP AND THE OFFICIAL ZONING MAPS OF BARTOW COUNTY AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE COMMISSIONER OF BARTOW COUNTY HELD ON FEBRUARY 9, 2005.

WHEREAS, MIKE SMITH submitted an application to amend the Comprehensive Land Use Map and Official Zoning Maps of Bartow County, the same being designated ARZ-1389-05; and

WHEREAS, the hearings of the Planning Commission and the Commissioner were duly advertised and held as provided by said ordinance and all the prerequisites to considering the amendment have been met; and

WHEREAS, the Planning Commission of Bartow County, after considering the request, has recommended Approval with condition of the application to amend the Comprehensive Land Use Map and Official Zoning Maps of Bartow County to the Commissioner; and

WHEREAS, the Commissioner has considered and reviewed the analysis submitted by the applicant, the reports of the various county agencies and the recommendation prepared by the Planning Commission, all of which are incorporated herein by reference; and

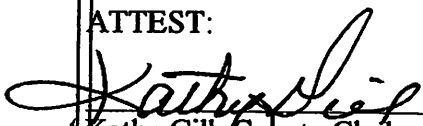
WHEREAS, the Commissioner deems it to be in the best interest of the Citizens of Bartow County that a final decision on said request be made.

NOW THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, by virtue of the authority vested in the Commissioner by law and pursuant to the Zoning Ordinance of Bartow County, that the request of the applicant to amend the property located in Land Lots 125, 126, 163 & 164, 4th District, 3rd Section, from RESIDENTIAL MIXED USE to LOW DENSITY RESIDENTIAL as set forth in ARZ-1389-05, and to amend the Comprehensive Land Use Map of Bartow County accordingly, be and hereby is **APPROVED**. AND IT IS ALSO HEREBY RESOLVED, by virtue of the authority vested in the Commissioner by law and pursuant to the Zoning Ordinance of Bartow County, that the request of the applicant to rezone the property located in Land Lots 125, 126, 163 & 164, 4th District, 3rd Section, from A-1 to RE-1, as set forth in ARZ-1389-05, and to amend the Official Zoning Maps of Bartow County accordingly, be and hereby is **APPROVED WITH CONDITION OF A MAXIMUM OF 8 BUILDING LOTS**.

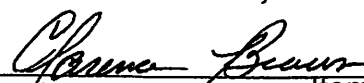
BE IT FURTHER RESOLVED, that the Zoning Administrator is authorized and hereby directed to amend said maps accordingly.

SO ADOPTED, this ninth day of February, 2005.

ATTEST:


Kathy Gill, County Clerk

BARTOW COUNTY, GEORGIA

By: 
Clarence Brown, Commissioner

Item # 5

PUBLIC NOTICE – LAND USE MAP AND REZONING

Jan. 20
Jan. 27

PS

The Bartow County Planning Commission will hold a public meeting on Monday, February 7, 2005 at 6:00 p.m. in the Zoning Hearing Room at the Frank Moore Administration and Judicial Center at 135 West Cherokee Avenue, Suite 124, Cartersville, Georgia. The Planning Commission will review an application by Mike Smith requesting a change in the future land use map and a rezoning of the property located at Jones Mill Rd. in Land Lot(s) 125, 126, 163, 164, 4th District, 3rd Section of Bartow County, Georgia. The request is to change the land use classification from Residential Mixed Use (current land use classification) to Low Density Residential (requested land use classification). If that request succeeds, a further request is to rezone the property from A-1 (current zoning) to RE-1 (requested zoning). Said property contains 31.233 acres.

The Bartow County Commissioner will hold a final public hearing on the proposed action on Wednesday, February 9, 2005 at 10:00 a.m. in his office in the Frank Moore Administration and Judicial Center in Suite 251 to consider and take action on the recommendation of the Planning Commission of the above mentioned application. Notice is hereby given that the Commissioner has the power to impose a different zoning classification from the classification requested, and impose or delete zoning conditions that may change the application considerably.

Pursuant to Georgia Law, if you wish to appear before the Planning Commission and/or the Commissioner in opposition to the proposed request, you must complete and file an OPPONENT OF REZONING ACTION CAMPAIGN DISCLOSURE REPORT, at least five (5) days prior to the Planning Commission hearing. If you wish to appear before the Commissioner in opposition to said request, and have not completed and filed said report, you must do so at least five (5) days before the Commissioner's Hearing.

Please contact the Bartow County Zoning Office at 135 West Cherokee Avenue, Cartersville, Georgia 30120 or (770) 387-5007 to receive the application and information on the filing thereof. If you have an interest in the proposed request, you are encouraged to attend the meetings. If you will require reasonable accommodation in order to participate in this hearing, please contact Faith Dennis at Suite 217B, Frank Moore Administration and Judicial Center, 135 West Cherokee Avenue, Cartersville, Georgia 30120, telephone number (770) 387-5020 or TDD (770) 387-5034, at least 72 hours prior to the scheduled time of the hearing.

opp. Clarence Deen
2-9-05

Bartow County

Item # 5
AR2-1389-05

APPLICATION TO ZONING DEPARTMENT

BARTOW COUNTY

(Completed by Zoning Office)

Application Number: ARZ1389Date Submitted: 1-7-05Fee Amount: ~~250.00~~ 250.00Application & Fee Received By: BWS

PLEASE TYPE OR PRINT NEATLY WHEN COMPLETING APPLICATION

SECTION I. GENERAL INFORMATION

This application is made for the following reason(s):

Check ALL APPLICABLE requests:

- Land Use Map Amendment (Complete subsection A below.)
- Rezoning / Zoning Map Amendment (Complete subsection B below.)
- Alteration of Zoning Conditions (Complete subsection C below.)
- Zoning Ordinance Text Amendment (Complete subsection D below.)
- Conditional Use Permit request (Complete subsection E below.)
- Appeal to Board of Zoning Appeals (Complete subsection F below.)
- Appeal to County Commissioner (Complete subsection F below.)

All applicants are to complete the following:

Name of Subject Property Owner: THE WINSLOW COMPANY, H.F. JOHNSON, SR & H.F. JOHNSON, JRName of Applicant if different from Property Owner: H. F. JOHNSON, SR
(If applicant different from owner, notarized written permission of owner must be attached hereto.)Address of Applicant: 30 LATIMER LANECARTERSVILLE GA 30121Telephone: Home: 770 607 1849Work: 770 773 5131**Subject Property Description:**Land Lot(s): 125 126 163 164 District: 4 Section: 3Frontage (feet): 1104.36 Depth (feet): 1004.10 Area: 31.233 (acres/square feet)Street Address/ Road Name: JONES MILL ROADTax Property Record Card ID #: 0071 00164 001The subject property deed is recorded in Book 1813, Page 861, in the office of the Clerk of Superior Court, Bartow County. Item # 5

A. LAND USE MAP AMENDMENT

1. Applicants for Land Use Map Amendments shall complete and provide the following minimum information. Addition information may also be required by the Zoning Administrator:

It is desired and requested that land use designation of the subject property be changed from:

Residential Mixed use to Low Density Res.
(current) (proposed)

Reason for requested land use change: (Be Specific)

A TO INCREASE LOT COUNT IN BROOK RIDGE SUBD (UNDER CONSTRUCTION)
FROM SIX LOTS TO A MAXIMUM OF EIGHT.

Any prior land use amendment requests on this property? Yes _____ No X

If yes: Name of Applicant: _____ Application # _____ Date of Public Hearing: _____

2. Notice requirements of Section II shall be followed.

3. The following shall be submitted with the application:

- a. One (1) copy of a map, drawn to scale, showing north arrow, land lot and district, the dimensions, acreage and location of the tract, and the surrounding land use categories. The map shall also indicate the neighboring property owners by number, as listed below (See Section II).
- b. Copy of recorded covenants or restrictions, if applicable.
- c. A copy of the Tax Property Record Card for the parcel from the Tax Assessor's Office. (For office use only.)

B. REZONING (ZONING MAP AMENDMENT)

1. Applicants for Rezoning (Zoning Map Amendments) shall complete and provide the following minimum information. Addition information may also be required by the Zoning Administrator:

It is requested that the subject property be rezoned from: A-1 Zone to RE-1 Zone
(current) (proposed)

Reason for requested zoning change: (Be Specific)

TO INCREASE LOT COUNT IN BROOK RIDGE SUBDIVISION (UNDER
CONSTRUCTION) FROM SIX TO A MAXIMUM OF EIGHT.

Any prior zoning request on this property? Yes _____ No X

If yes: Name of Applicant: _____ Application # _____ Date of Public Hearing: _____

2. Notice requirements of Section II shall be followed.

Item # 5

SECTION III. DISCLOSURES

**1. DISCLOSURES REQUIRED OF OWNER, APPLICANT, AND REPRESENTATIVES
(each person to file separate form)**

The following disclosures are required from each of the following persons: the owner; the applicant if the applicant is different from the owner; and any representative of the owner or applicant.

Have you, as owner, applicant, or representative of owner or applicant, made a campaign contribution to the Commissioner of Bartow County or any member of the Planning Commission within two years immediately preceding the filing of this application aggregating \$ 250.00 or more or made a gift to any of the above having an aggregate value of \$ 250.00?

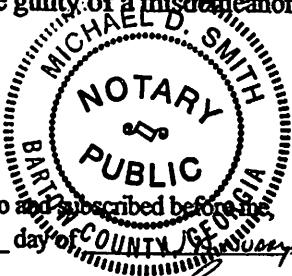
Yes _____ No X

If yes: (1) The name of the official _____

(2) The dollar amount and date of each campaign contribution made by the applicant to the local government official named above during the two years immediately preceding the filing of the application.

(3) The value and description of each gift having a value of \$ 250.00 or more during the two years immediately preceding the filing of this application.

Any applicant for rezoning action knowingly failing to make any disclosure as required by OCGA 36-85-3 shall be guilty of a misdemeanor.



Sworn to and subscribed before me this 7 day of July , 200 5 .

Michael D. Smith
Notary Public
My commission expires: 7/2/06

H. F. JOHNSON SR.
PRINTED Name of Applicant
 H. F. Johnson
SIGNATURE of Applicant

1/7/05
Date

SECTION IV. OATH AND FEES

All applicants are to complete the following:

I hereby swear that all above information is true and correct to the best of my knowledge.

Sworn to and subscribed before me,
this 7 day of JAN, 2005.

Michael D. Smith
Notary Public

My commission expires: 7/2/06

H. F. JOHNSON, SR.
PRINTED Name of Applicant

[Signature]
SIGNATURE of Applicant

1/7/05
Date

Applicants shall be present at hearings.

This application and the accompanying fee must be submitted to the Zoning Administrator no later than three (3) weeks prior to the date that the request is to be considered. Applications shall not be accepted without the fee. See Zoning Schedule.

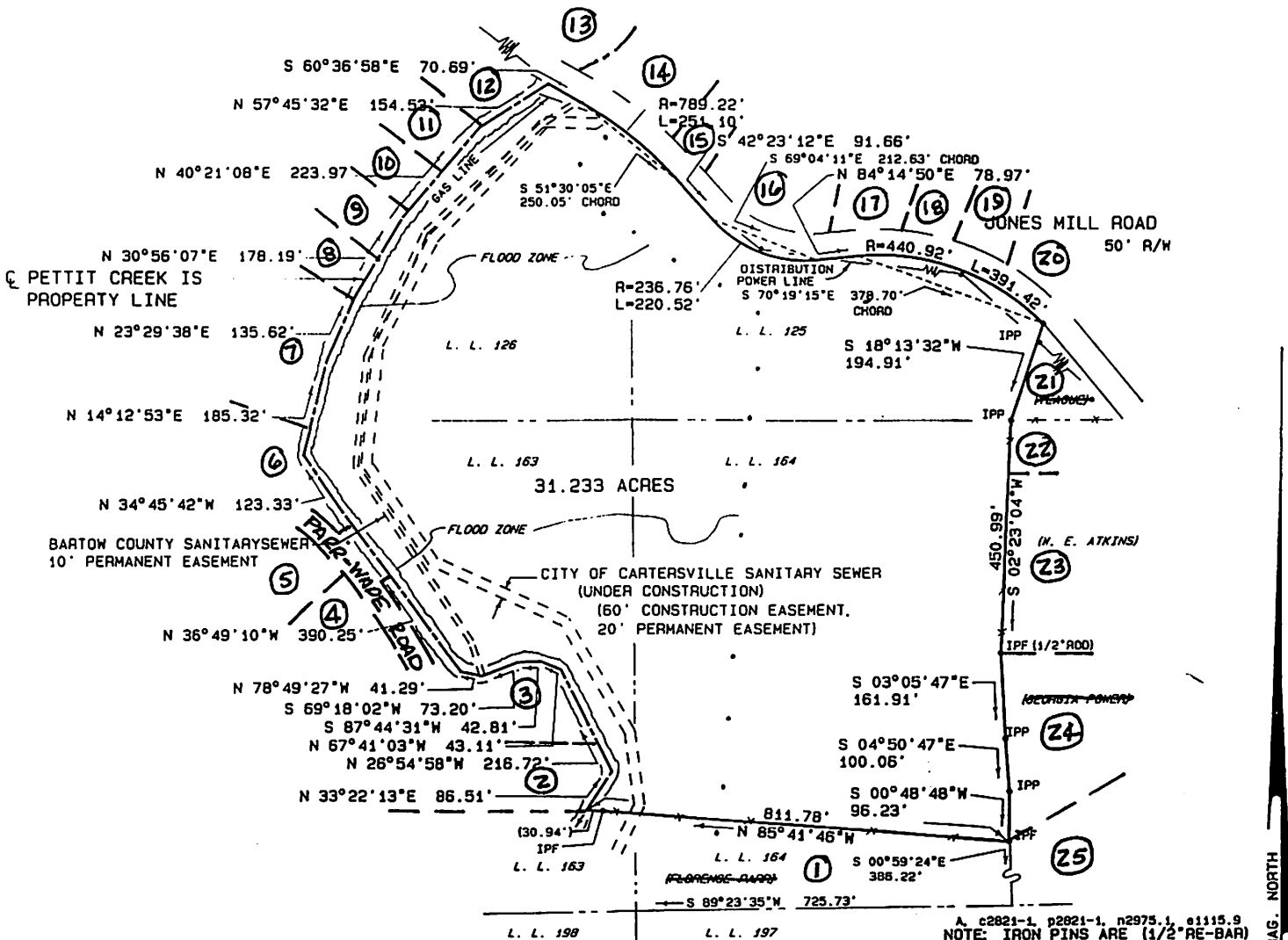
The following is a list of fees that shall accompany an application.

<u>If the request is for:</u>	<u>FEE</u>
Land Use Map Amendment (if separate from rezoning)	\$ 100.00
Land Use Map Amendment (combined with rezoning)	\$ 50.00 plus rezoning fee ✓
Rezoning Existing Single Lot for a Single Family Dwelling	\$ 50.00
Rezoning for Residential Development	\$ 200.00 ✓
Rezoning Existing Single Lot to Commercial, Office	\$ 100.00
Rezoning for Commercial, Office Development	\$ 200.00
Rezoning to I-1 (Light Industrial) or I-2 (Heavy Industrial)	\$ 400.00
Rezoning to PUD (Planned Unit Development) or M-1 (Mining)	\$ 500.00
Appeals	\$ 100.00
Conditional Use Permit	\$ 300.00
Ordinance Text Amendment	\$ 100.00
Alteration of Zoning Conditions	\$ 100.00

Item # 5

① ADJOINING PROPERTY OWNER
SEE ATTACHED LIST

SURVEY FOR
THE ESTATE OF A. S. LUSK
PROPERTY IN LAND LOTS 125, 126, 163 & 164
4th DISTRICT, 3rd SECTION,
BARTOW COUNTY, GEORGIA



FIELD TRAVERSE: :
CLOSURE: ONE FOOT IN 20,000 FEET
USING A LIETZ SET 3.
ANGULAR ERROR: 0°00' 01" PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED: USING THE COMPASS RULE.

A. 02821-1, 02821-1, 02975-1, 01115-9
NOTE: IRON PINS ARE (1/2" RE-BAR)
EXCEPT AS SHOWN.

FLOOD HAZARD BOUNDARY MAP 0086 F
DATED SEPT. 29, 1989 SHOWS THIS
PROPERTY IS NOT IN A FLOOD ZONE.
EXCEPT A PORTION SHOWN BY...LINE.

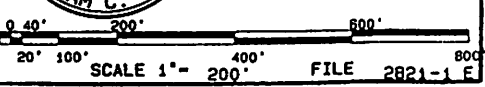
SMITH & SMITH LAND SURVEYORS, P.C.
SURVEYORS & ENGINEERS
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 404-382-0457



PLAT CLOSURE:
ONE FOOT IN
691,000 FEET.
FEBRUARY 26, 1990

William C. Smith
REGISTERED LAND SURVEYOR No. 1803

R/W	RIGHT OF WAY	R	RADIUS
IPP	IRON PIN PLACED	F	FENCE
IPF	IRON PIN FOUND	---	LAND LOT LINE
CM	CONCRETE MARKER	---	CENTER LINE
CH	CHORD	---	POWER LINE
L	LENGTH OF CURVE		



Item # 5



City of Cartersville

W A T E R D E P A R T M E N T

January 7, 2005

Ray Sullivan
Bartow County Zoning Office
135 West Cherokee Ave.
Suite 124
Cartersville, GA 30120

RE: Water Service and Sewer Service Availability
Property of The Winslow Company, H. F. Johnson, Sr. and H. F. Johnson, Jr.;
31.233 acres on Jones Mill Road in Land Lots 125, 126, 163 and 164, 4th
District, 3rd Section, Bartow County, Georgia

Dear Mr. Sullivan,

This letter confirms to interested parties that water and sewer service is available from the City of Cartersville Water Department for the above referenced property with the stipulation that the development of the property shall not exceed eight (8) single-family residential lots. Adequacy of capacity must be determined prior to the approval of any development plan and must be based on a written request by the developer.

Please call if you have any questions.

Sincerely,

Edmund L. Mullinax, P.E.





PLANNING, ZONING AND DEVELOPMENT DEPARTMENT
RAY A. SULLIVAN, ADMINISTRATOR

BARTOW COUNTY ROAD DEPARTMENT
DEPARTMENTAL REVIEW

APPLICATION: AR2-1389-05

LOCATION: Jones Mill Rd.

REVIEWED BY: Randy May

DATE: 1-13-05

Facilities to support proposed rezoning:
(Check one below)

ADEQUATE

INADEQUATE

Comments, recommendations, or any conditions of approval:

Not enough sight distance - Based on information in application. Improvements made to sight distance problem could be considered.

Item # 5

Images Taken 7-24-2020









City of Cartersville

City Council Meeting
9/3/2020 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:

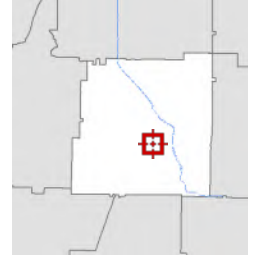
Staff does not oppose the rezoning.

PLANNING COMMISSION RECOMMENDATION:







Recommends approval, 4-1.



Overview



Legend

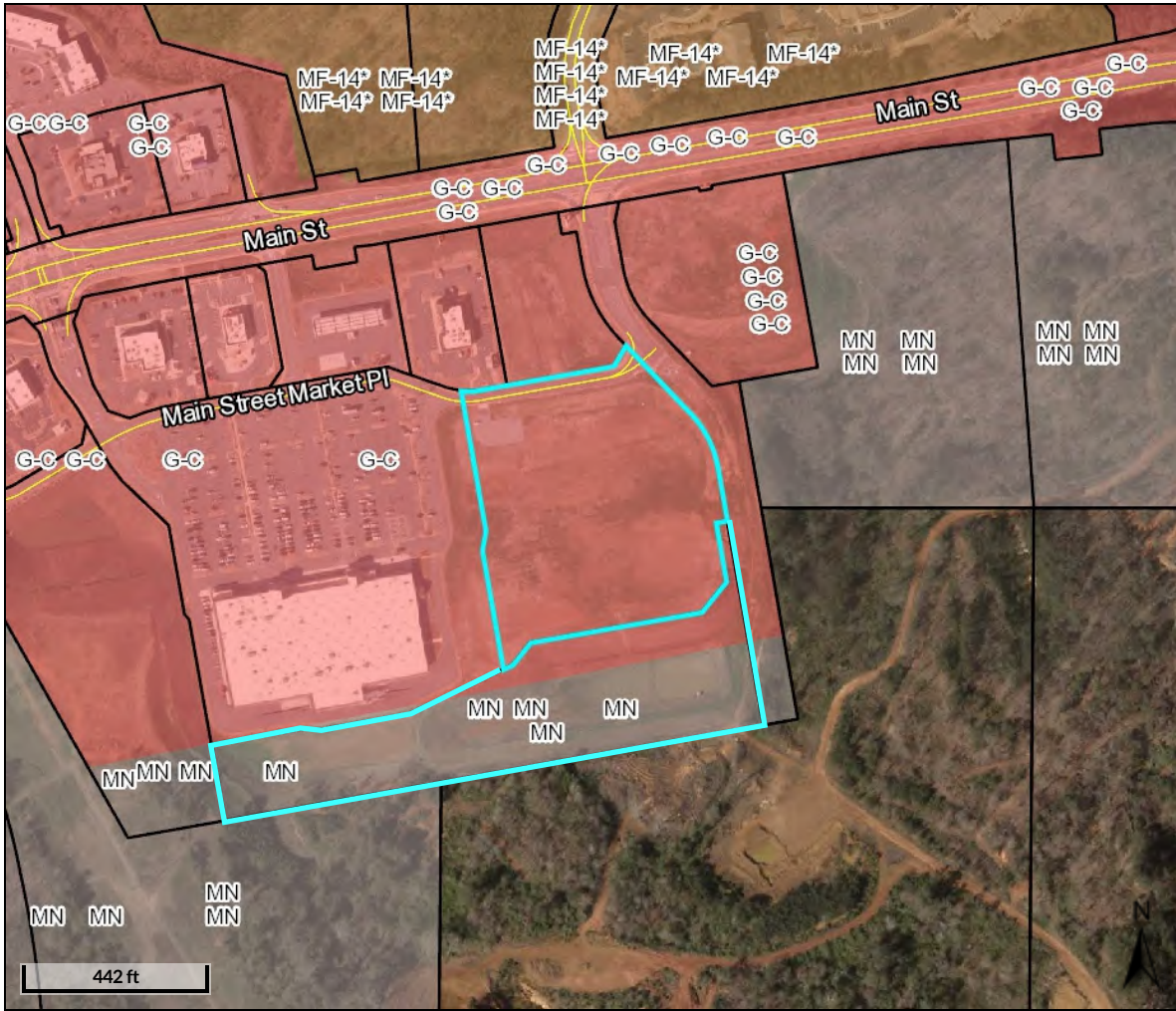
-  Parcels
- Structural Numbers**
-  <all other values>
-  Abandoned or Inactive
-  Active
-  Proposed
-  Roads

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				

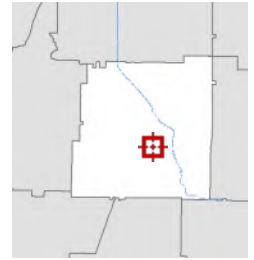
(Note: Not to be used on legal documents)

Date created: 6/1/2020
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
















Developed by 



Overview



Legend

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

District E Main Street TAD #1
 Brief Tax Description LL 388, 405 D4
 (Note: Not to be used on legal documents)

Date created: 6/3/2020
 Last Data Uploaded: 6/2/2020 11:11:13 PM

Developed by 

Parcel ID C007-0001-015
 Sec/Twp/Rng n/a
 Property Address 135 175 MAIN STREET MARKET PLACE
 E Main Street TAD #1

Alternate ID 46572
 Class Commercial
 Acreage 7.33

Owner Address SOUTH OF MAIN LLC
 P O BOX 1434
 CARTERSVILLE, GA 30130

Future Land Use Category: Mixed Use CommercialFound in: Bartow County, Adairsville, Cartersville, Emerson

This includes Zoning Districts predominantly General Commercial, Neighborhood Commercial, or Office/Institutional, while allowing for a range of residential densities. All residential districts are allowed, from single-family conventional, manufactured and industrialized housing, townhomes, multi-family housing ranging from duplexes to apartment buildings, and manufactured home parks (minimum size of 10 acres and only in specific districts as well as all permitted commercial and office uses.



Highway 41 commercial and residential areas, Adairsville

The Commercial/Mixed Use area is used to delineate areas where commercial and residential uses occur side by side. The use allows residential character to remain. However, this is primarily a commercial oriented land use, with overall 60% of the developments being of a commercial or office nature and 40% being residential in nature. Development or redevelopment should be consistent in the overall 60% commercial/ 40% residential balance of uses, even if one development or parcel is predominantly commercial or residential. This is a car-oriented land use category; efforts should be undertaken using Complete Streets policies to increase safe pedestrian access from the home to the store,

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



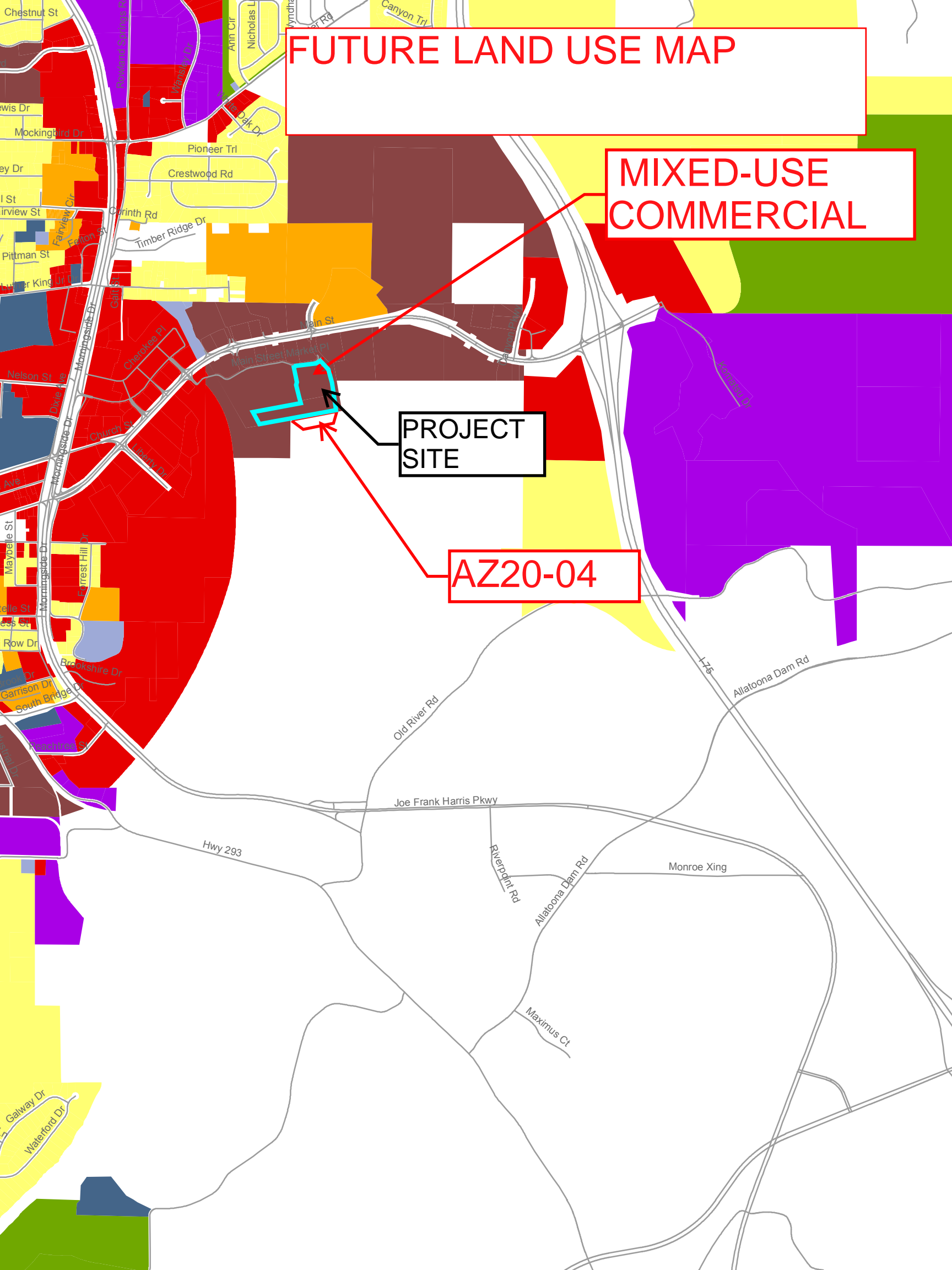
Tennessee St. Mixed Use Corridor, Cartersville

FUTURE LAND USE MAP

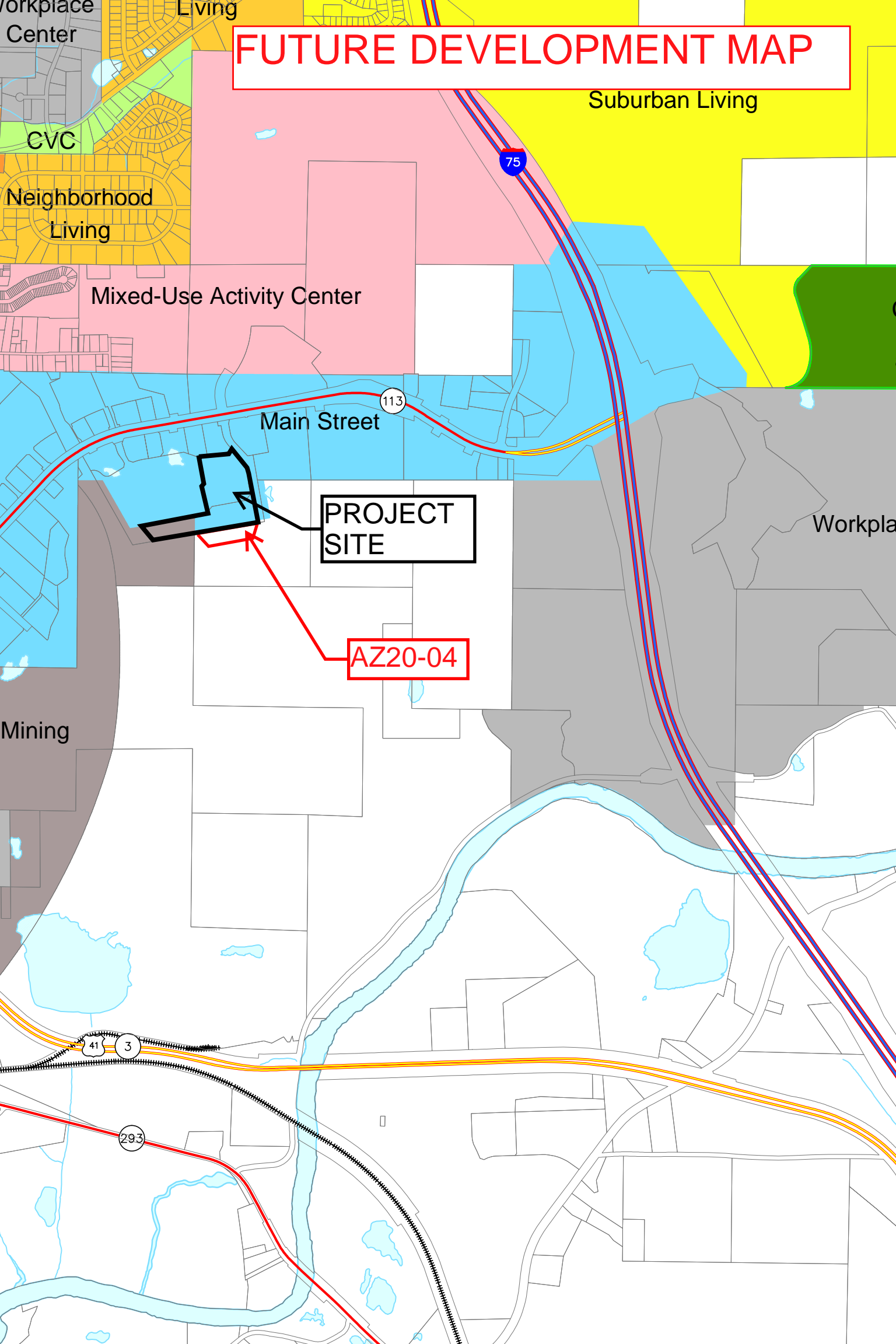
MIXED-USE
COMMERCIAL

PROJECT
SITE

AZ20-04



FUTURE DEVELOPMENT MAP



Suburban Living

CVC

Neighborhood Living

Mixed-Use Activity Center

Main Street

113

75

PROJECT SITE

AZ20-04

Workplace

Mining

41

3

293

Application for Rezoning

City of Cartersville

Case Number: Z 20-03

Date Received: 6-30-2020

Public Hearing Dates:

Planning Commission Aug. 11 5:30pm 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 [Signature]

Signed, sealed and delivered in presence of:

[Signature] Notary Public



Item # 6

* 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.

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

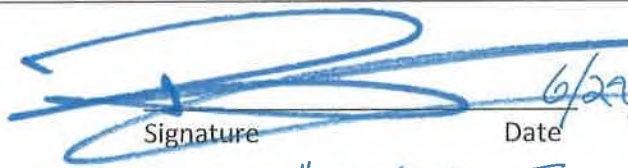
Date Two Years Prior to Application: 07/02/18

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:

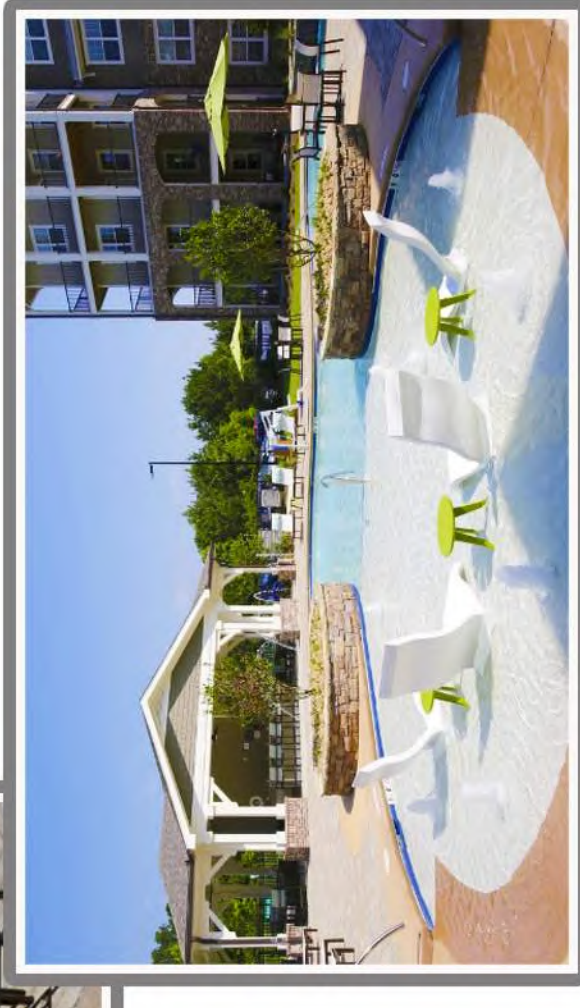
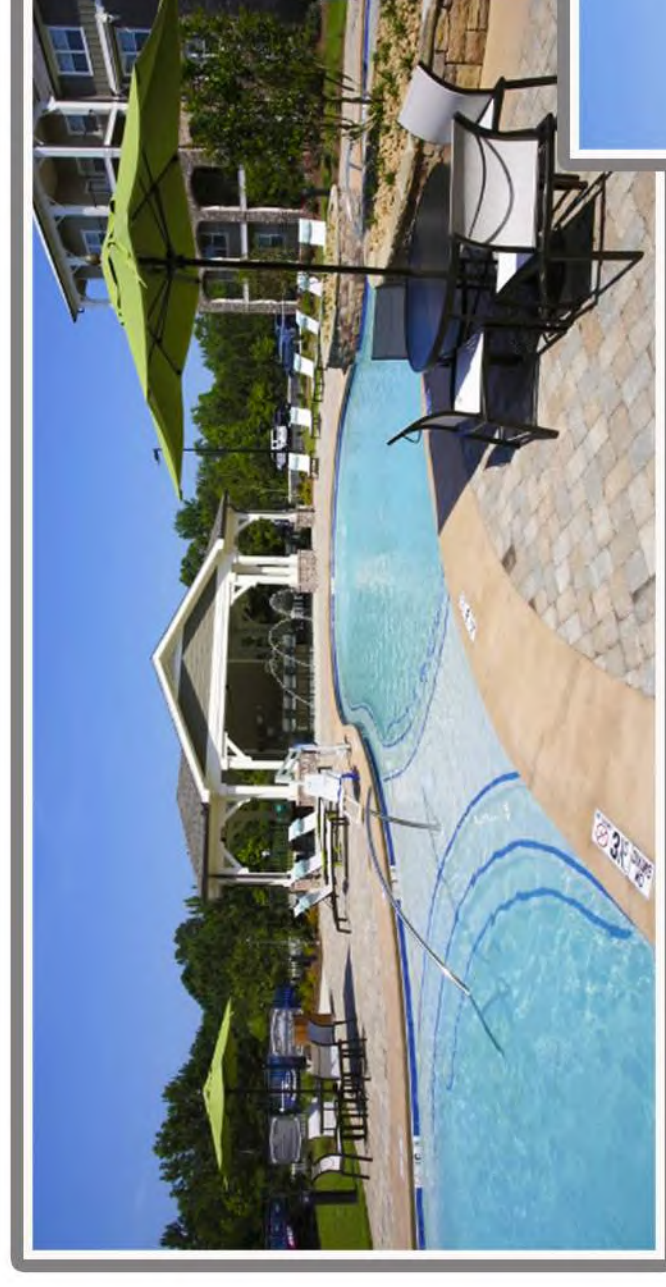
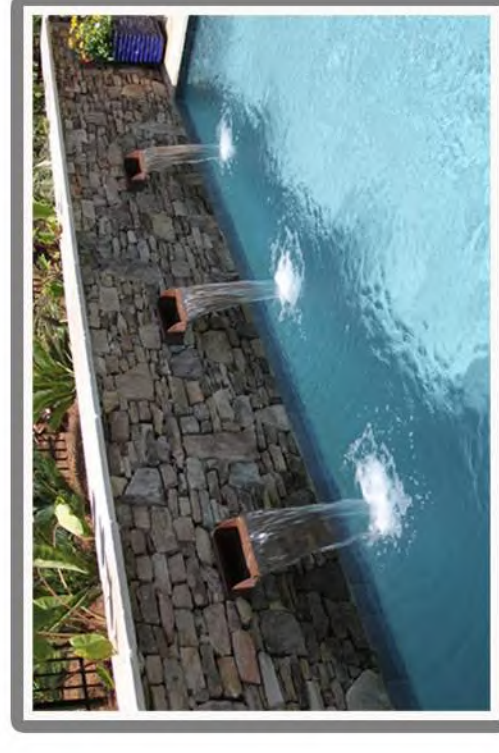
	YES	NO
Mayor: Matt Santini	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member:		
Ward 1- Kari Hodge	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ward 2- Jayce Stepp	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ward 3- Cary Roth	<input type="checkbox"/>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

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.

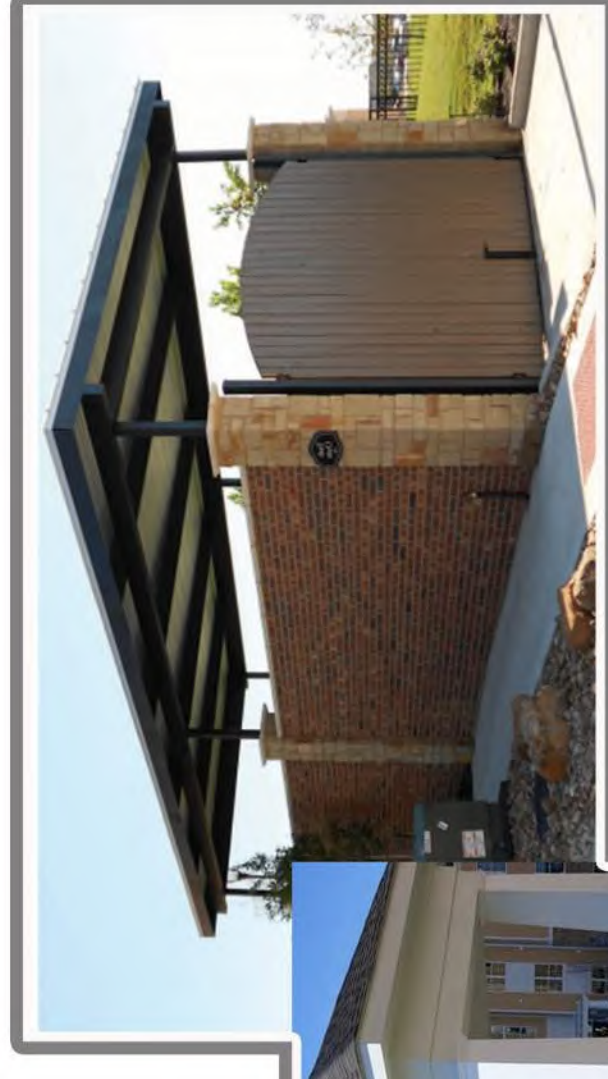

 Signature _____ Date 6/22/20
Robert A. Ledbetter, Jr.
 Print Name _____



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



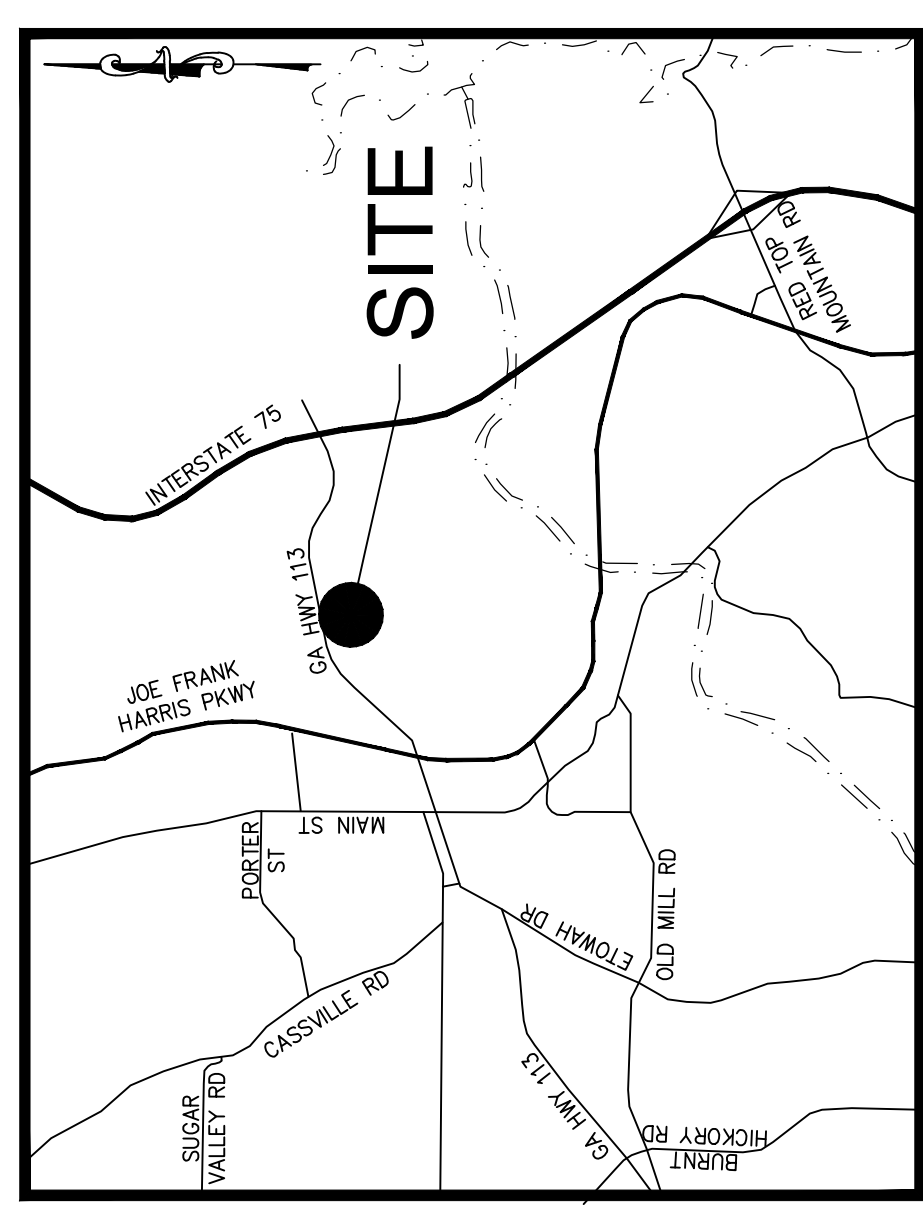
175 Main



Attachment number 1 \nPage 14 of 21

© Group 4 Design, Inc.

Item # 6



LOCATION MAP
 NOT TO SCALE

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

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%
	39%**

** SEE 'OPEN SPACE EXHIBIT' FOR OPEN SPACE DETERMINATION

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

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

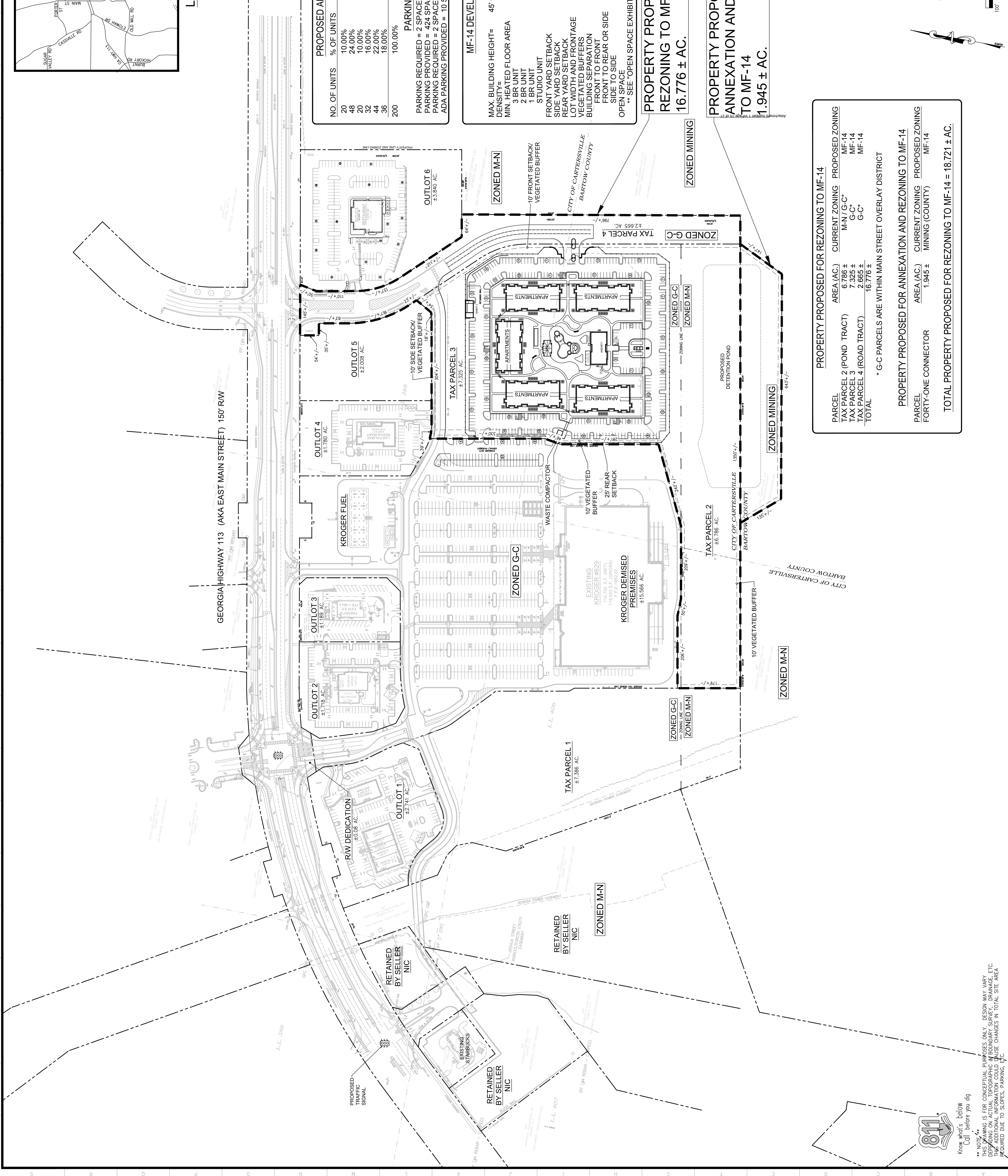
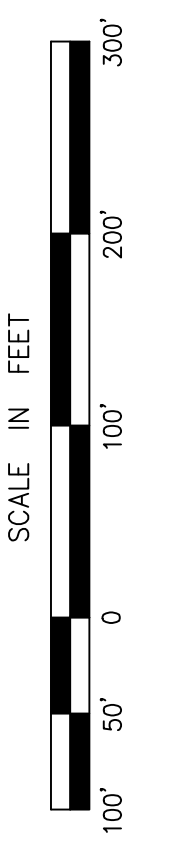
PROPERTY PROPOSED FOR REZONING TO MF-14			
PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
TAX PARCEL 2 (POND TRACT)	6,786 ±	M-N / G-C*	MF-14
TAX PARCEL 3	7,325 ±	G-C*	MF-14
TAX PARCEL 4 (ROAD TRACT)	2,665 ±	G-C*	MF-14
TOTAL	16,776 ±		

* 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

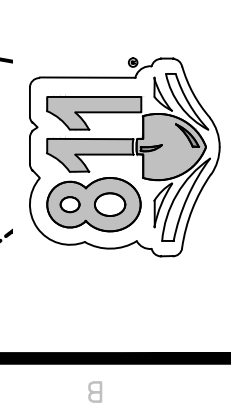
TOTAL PROPERTY PROPOSED FOR REZONING TO MF-14 = 18,721 ± AC.

REZONING PLAN



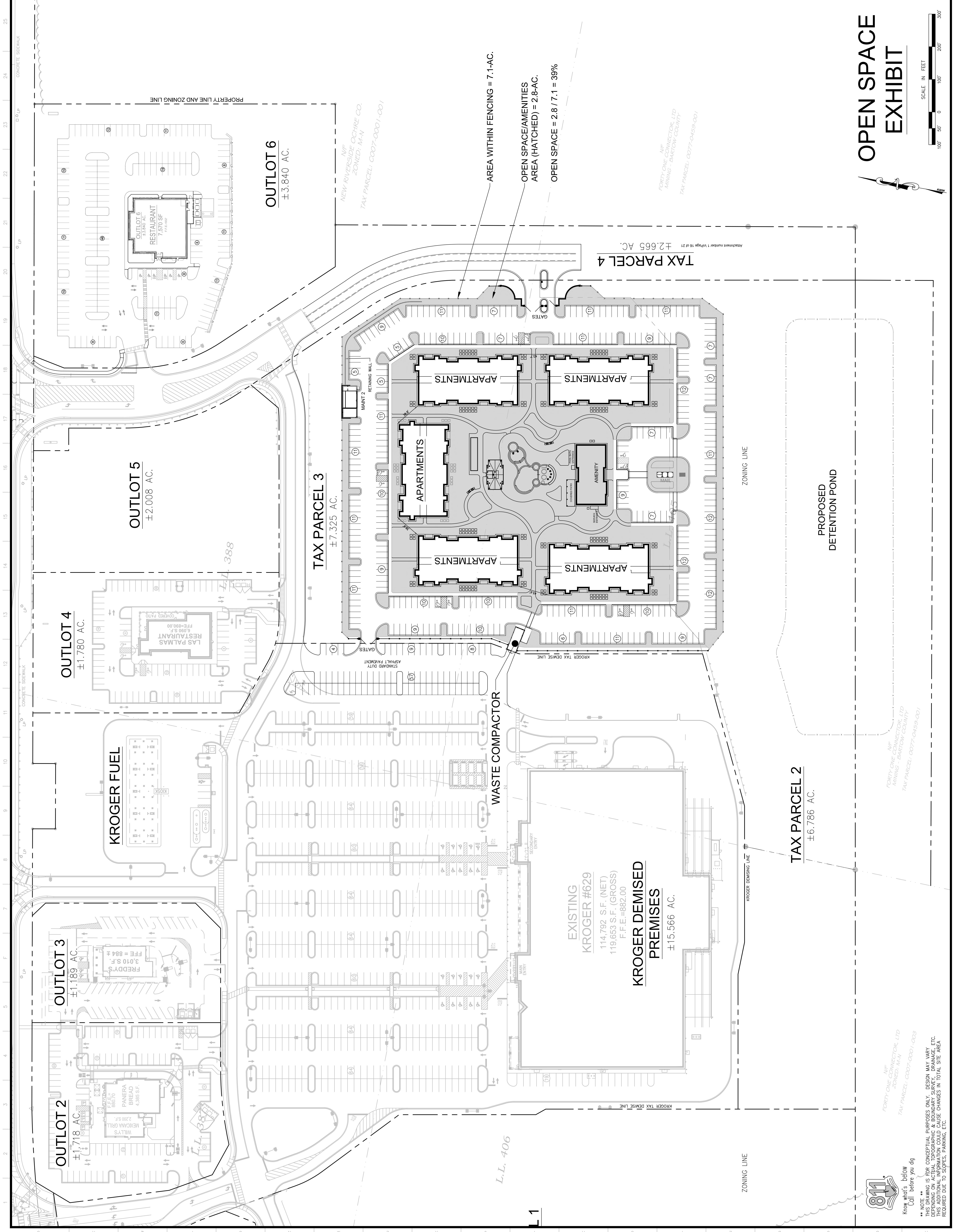
NOTE:
 THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DESIGN MAY VARY.
 THIS DRAWING IS AN APPROXIMATE INDICATION OF THE PROPOSED REZONING.
 THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY.
 THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 REQUIRED DUE TO SLOPES, PARKING, ETC.

Know what's Below
 Call before you dig



REVISION	BY

DRAWN SC
CHECKED
ISSUED DATE 8/19/2020
ISSUED FOR
REZONING APPLICATION
PROJECT NO. 19-161
FILE
SHEET EX



811

Know what's below
Call before you dig

** NOTE **
THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DESIGN MAY VARY.
THESE ARE APPROXIMATE DIMENSIONS AND ARE NOT TO BE USED FOR
CONSTRUCTION. ANY INFORMATION COULD CHANGE IN TOTAL SITE AREA
REQUIRED DUE TO SLOPES, PARKING, ETC.

CITY OF CARTERSVILLE CERT.

IN ACCORDANCE TO THE CITY OF CARTERSVILLE DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED; THIS PLAT WAS GIVEN FINAL APPROVAL BY THE FOLLOWING CITY PERSONNEL ON BEHALF OF THE CITY OF CARTERSVILLE:

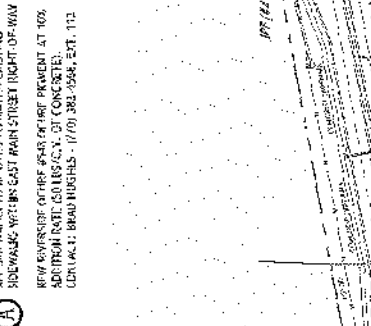
[Signatures and dates for City of Cartersville approval]

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MEASUREMENTS SHOWN HEREON ACTUALLY EXIST ON THE GROUND, AND THAT THE LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL REQUIREMENTS OF THE DEVELOPMENT AND ZONING REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

[Signatures and dates for Surveyor's Certificate]

LOCATION SKETCH



OWNER/DEVELOPER

CHEERONEE MAIN STREET III, LLC
105 SOUTH MAIN STREET, SUITE 200
CARTERSVILLE, GEORGIA 30130
PHONE: (770) 281-0847

ZONING NOTES

ACREAGE OF SITE: 53.230 ACRES
ZONED: S-C (REGIONAL COMMERCIAL)
FALL LOTS LOCATED IN MAIN STREET OVERLAY DISTRICT

GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSING PRECISION OF 1:11.
2. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE CURVE.
4. THE SURVEYOR HAS MADE NO INVESTIGATION AS TO THE EXISTENCE OF RIGHTS OF WAY OR EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS IN THE PROPERTY.
5. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY DATA AND THE CORRECTNESS OF THE PLAT AS SHOWN ON THIS PLAT.
6. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY DATA AND THE CORRECTNESS OF THE PLAT AS SHOWN ON THIS PLAT.
7. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY DATA AND THE CORRECTNESS OF THE PLAT AS SHOWN ON THIS PLAT.

FILED
12:50 PM
9/20/2016
BARTOW COUNTY SUPERIOR COURT
Melba Scoggins
CLERK

BK 78 PG 37

PARCEL B
TOTAL 24.162 ACRES
TAX PARCEL 1: 2.065 ACRES
TAX PARCEL 2: 6.786 ACRES
TAX PARCEL 3: 7.213 ACRES
TAX PARCEL 4: 2.065 ACRES

OUTLOT 1
2.241 ACRES

OUTLOT 2
1.718 ACRES

OUTLOT 3
1.89 ACRES

OUTLOT 4
1.780 ACRES

OUTLOT 5
2.098 ACRES

OUTLOT 6
3.840 ACRES

KROGER
15.566 ACRES (PARCEL A)



DEDICATED RAW
0.080 ACRES

RETAIL
L.L. 388

RETAIL
L.L. 406

RETAIL
L.L. 397

RETAIL
L.L. 406

RETAIL
L.L. 397

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L.L. 406

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L.L. 397

RETAIL
L.L. 406

RETAIL
L.L. 397

RETAIL
L.L. 406

OWNER'S CERTIFICATE

[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

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[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

[Signature and name of owner]

SURVEY REFERENCES

1. PROPOSED COMMERCIAL DEVELOPMENT CONCEPT FOR LETTERS PROPERTIES, LLC BY SUPPLEMENTAL DESIGN GROUP, S.E.L.L.C., DATED MAY 13, 2014.

2. GEORGIA POWER EASEMENT - CARTERSVILLE - BIG SHAWNTY 230KV TRANSMISSION LINE (CARTERSVILLE - SOUTH-NORTH SECTION), DRAWING NO. 14-08 (DATED FEBRUARY 26, 2003).

3. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT - 4750-1031 EASTWAY - MAINLINE ROADWAY PLAN FOR THE CITY OF CARTERSVILLE BY PHARR ENGINEERING - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

4. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

5. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

6. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

7. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

8. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

9. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

10. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

11. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

12. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

13. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

14. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

15. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

16. MAP AND LEGAL DESCRIPTION OF TRANSPORTATION - PROJECT: TRAFFIC IMPROVEMENTS, CARTERSVILLE, GA.

FINAL PLAT FOR:
MAIN STREET MARKETPLACE
LOCATED IN LAND LOTS 387, 388, 405, & 406
4TH DISTRICT, 3RD SECTION
CARTERSVILLE, BARTOW COUNTY, GEORGIA

*** * FLOOD STATEMENT * ***
THE FARM FLOOD INSURANCE RAMP MAP SHOWS THE REFERENCED PARCEL IN ZONE X AND IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARD DESIGNATION.

DATE: SEPT. 9, 2016
DATE OF FIELDWORK: AUGUST 1, 2016

G SOUTHLAND ENGINEERING
14-02 MILL ROAD, GARRIETT, GA 30130
PH: 770-331-9196 FAX: 770-331-9193

SHEET: 1 of 3

ITEM #

LEGEND

WM = WATER METER
WV = WATER VALVE
LL = LAND LOT
L.L.L. = LAND LOT LINE
P = POWER POLE
F = FENCE LINE
C = CURB-SETTE MONUMENT
N/T = NOW ON FOREVERLAST A.C.L. = A.S.C. LENSURE

SCALE: 1" = 100'

GRAPHIC SCALE

0 100 200 300 400

0 100 200 300 400

0 100 200 300 400

0 100 200 300 400

0 100 200 300 400

0 100 200 300 400

0 100 200 300 400

Pictures Taken 7-24-2020

Attachment number 1 \nP



Item # 6









City of Cartersville

City Council Meeting
9/3/2020 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.

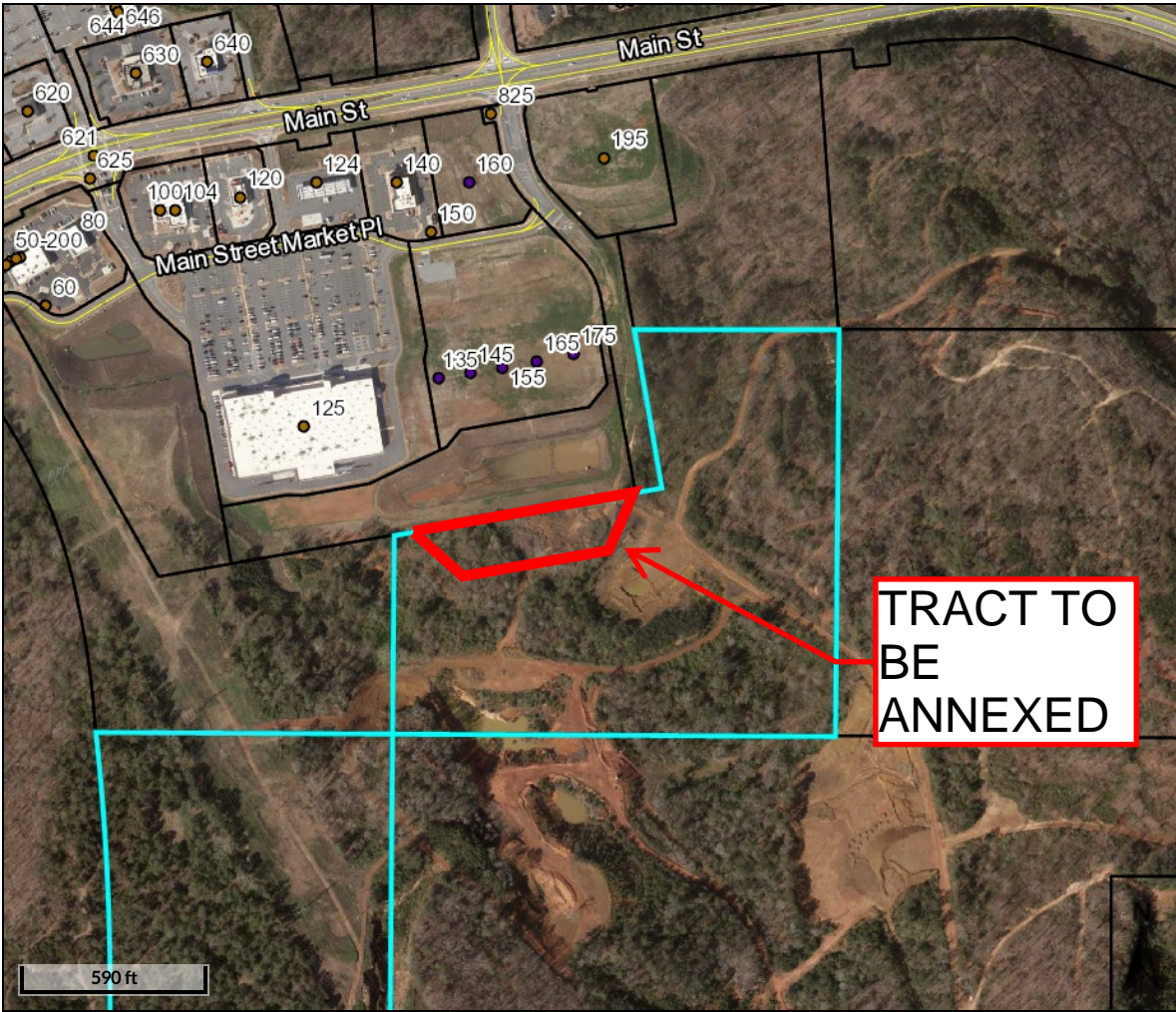
STANDARDS FOR EXERCISE OF ZONING POWERS.

- 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.

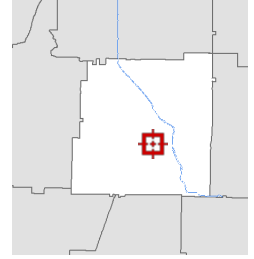
STAFF RECOMMENDATION: *Staff recommends approval pending approval of Z20-03*

PLANNING COMMISSION RECOMMENDATION:







Recommends approval, 4-1.



Overview



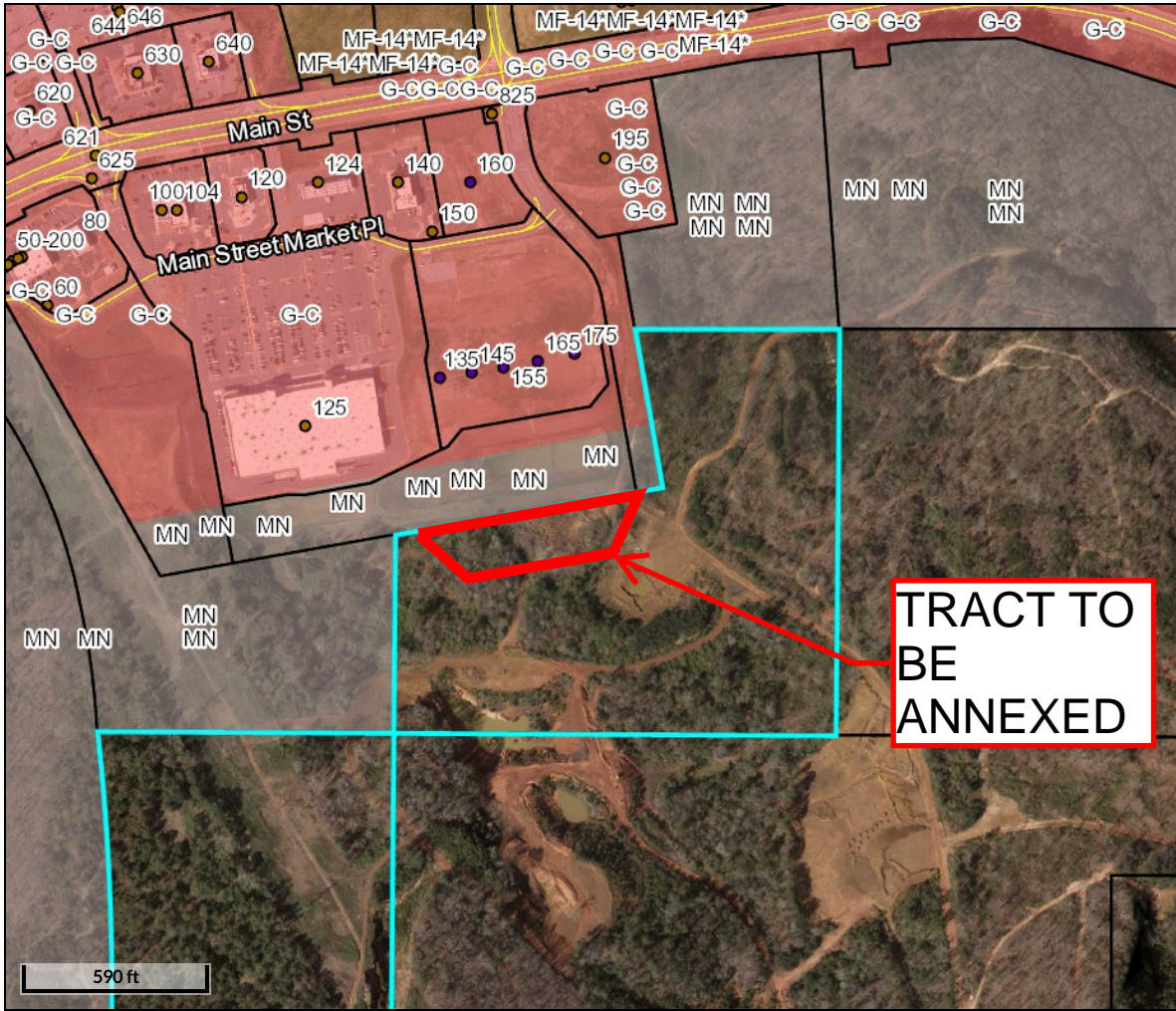
Legend

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

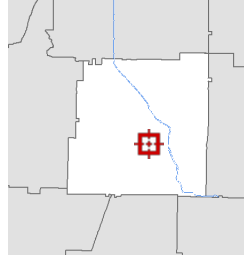
Parcel ID	0077-0459-001	Alternate ID	19414	Owner Address	FORTY ONE CONNECTOR LTD
Sec/Twp/Rng	n/a	Class	Industrial		PO BOX 1708
Property Address	OLD RIVER RD Bartow County	Acreage	128.66		CARTERSVILLE GA 30120
District	Bartow County				
Brief Tax Description	LAND LOTS 405,459,476-478 7.338AC TO C 107-000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

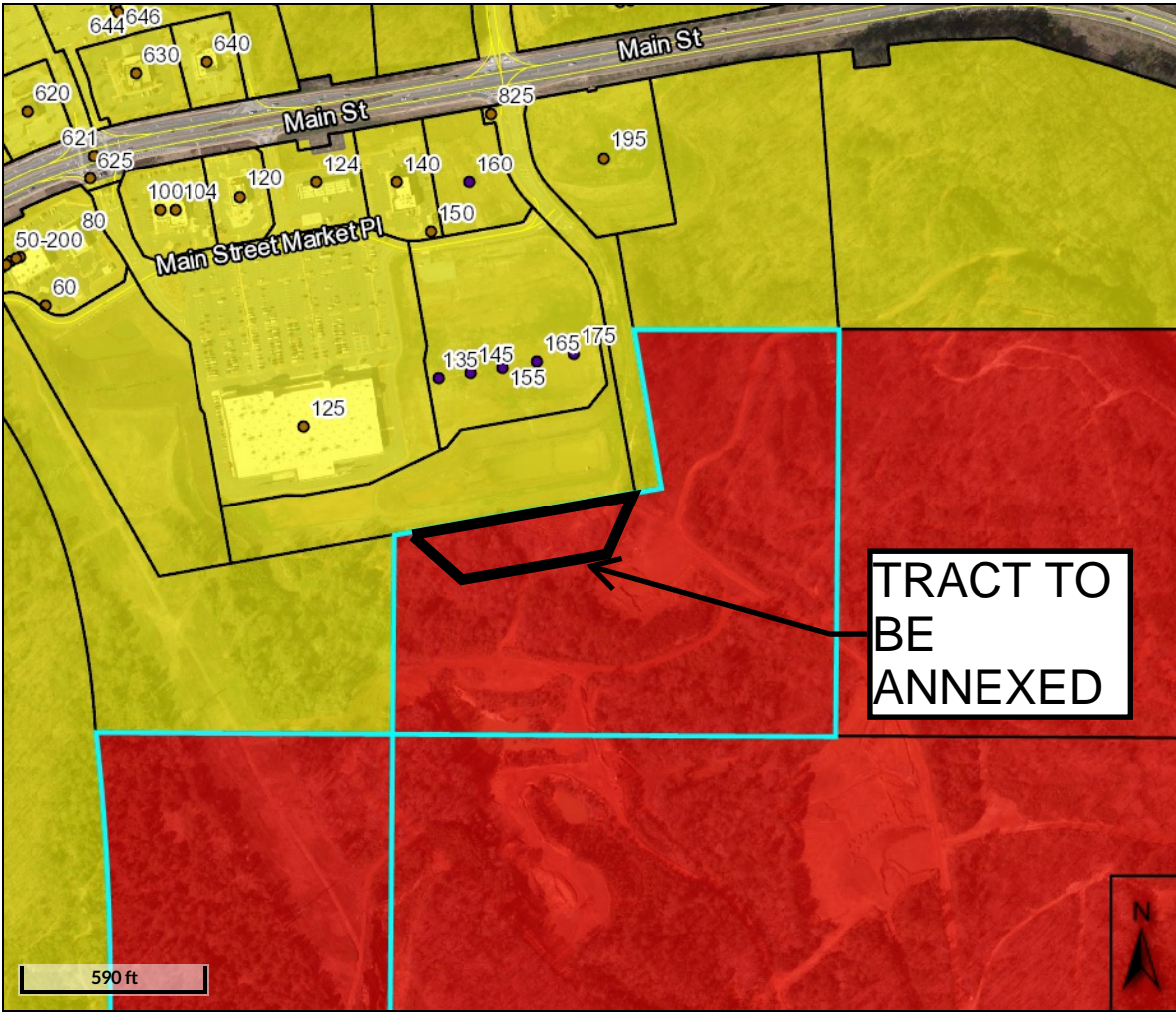
Date created: 7/2/2020
Last Data Uploaded: 7/1/2020 11:21:21 PM

Developed by 

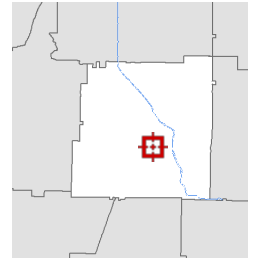


Overview







































Overview



Legend

-  **Parcels**
- Structural Numbers**
-  <all other values>
-  Abandoned or Inactive
-  Active
-  Proposed
-  Roads
- Bartow County Zoning**
-  <all other values>
-  BPD (wC)
-  Unknown
-  R7 (wC)
-  R-7
-  A-1
-  A1CU
-  A1 (wC)
-  BPD
-  C-1
-  C1CU
-  C1 (wC)
-  CN
-  CNCU
-  CN (wC)
-  Conditional Use
-  I-1
-  I-2
-  I1CU
-  I1 (wC)
-  I2CU
-  I2 (wC)
-  Incorporated
-  M-1
-  M1CU
-  M1 (wC)
-  O/I
-  OI (wC)

TRACT TO BE ANNEXED



590 ft

Future Land Use Category: Mixed Use CommercialFound in: Bartow County, Adairsville, Cartersville, Emerson

This includes Zoning Districts predominantly General Commercial, Neighborhood Commercial, or Office/Institutional, while allowing for a range of residential densities. All residential districts are allowed, from single-family conventional, manufactured and industrialized housing, townhomes, multi-family housing ranging from duplexes to apartment buildings, and manufactured home parks (minimum size of 10 acres and only in specific districts as well as all permitted commercial and office uses.



Highway 41 commercial and residential areas, Adairsville

The Commercial/Mixed Use area is used to delineate areas where commercial and residential uses occur side by side. The use allows residential character to remain. However, this is primarily a commercial oriented land use, with overall 60% of the developments being of a commercial or office nature and 40% being residential in nature. Development or redevelopment should be consistent in the overall 60% commercial/ 40% residential balance of uses, even if one development or parcel is predominantly commercial or residential. This is a car-oriented land use category; efforts should be undertaken using Complete Streets policies to increase safe pedestrian access from the home to the store,

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

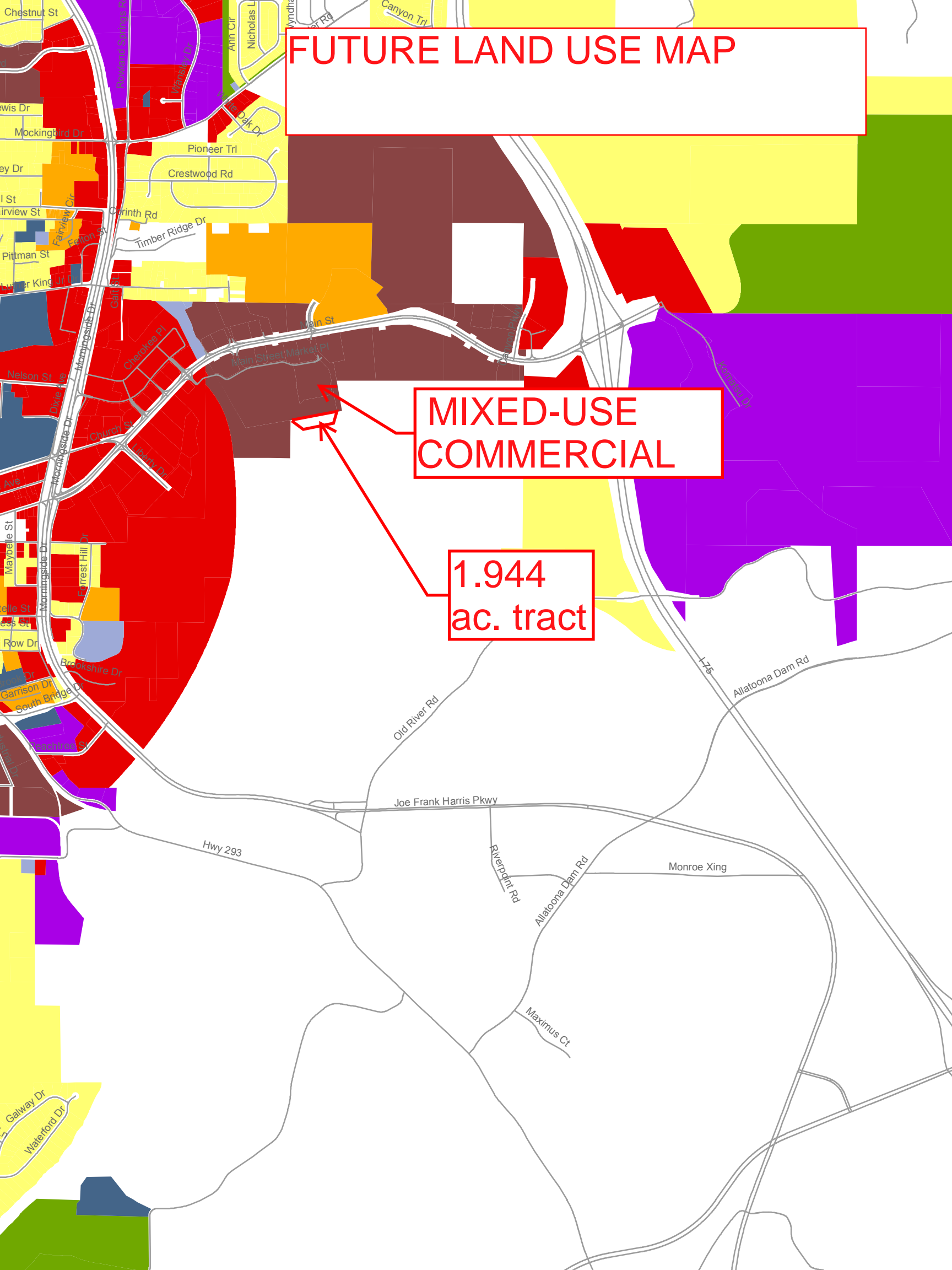


Tennessee St. Mixed Use Corridor, Cartersville

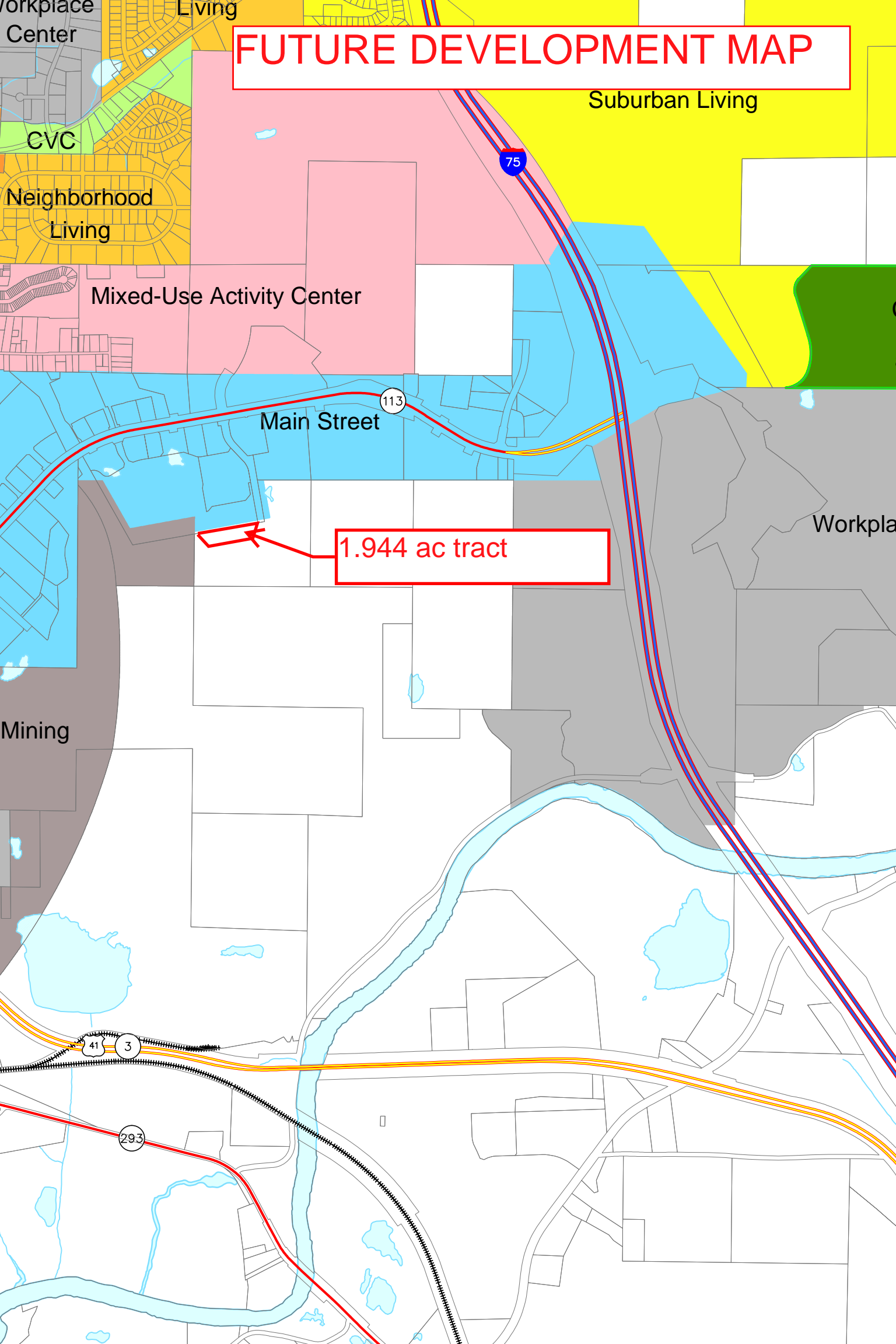
FUTURE LAND USE MAP

MIXED-USE
COMMERCIAL

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

75

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. Office Phone 706-290-1358
 (printed name)


Address 106 East 8th Avenue Mobile/ Other Phone _____

City Rome State GA Zip 30161 Email rledbetterjr@ledbetterproperties.com

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

Representative Signature _____ Applicant Signature _____

Signed, sealed and delivered in presence of:

 Notary Public

 **Angela Whiteaker Dunagan**
 NOTARY PUBLIC
 Floyd County, Georgia
 My Commission Expires
 April 9, 2023

Item # 7

South of Main, LLC
 By: Definger Management Company, Inc., its Manager
 Kena R. Butler, its President

* Titleholder Kena R. Butler 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:

 Notary Public

 **MARY E KEITH**
 NOTARY PUBLIC
 BARTOW COUNTY, GEORGIA
 MY COMMISSION EXPIRES
 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 # 7

07/15/2020
Date

Georgia Registered Land Surveyor



ZONING ADMINISTRATOR:

1. Case Number: A220-04

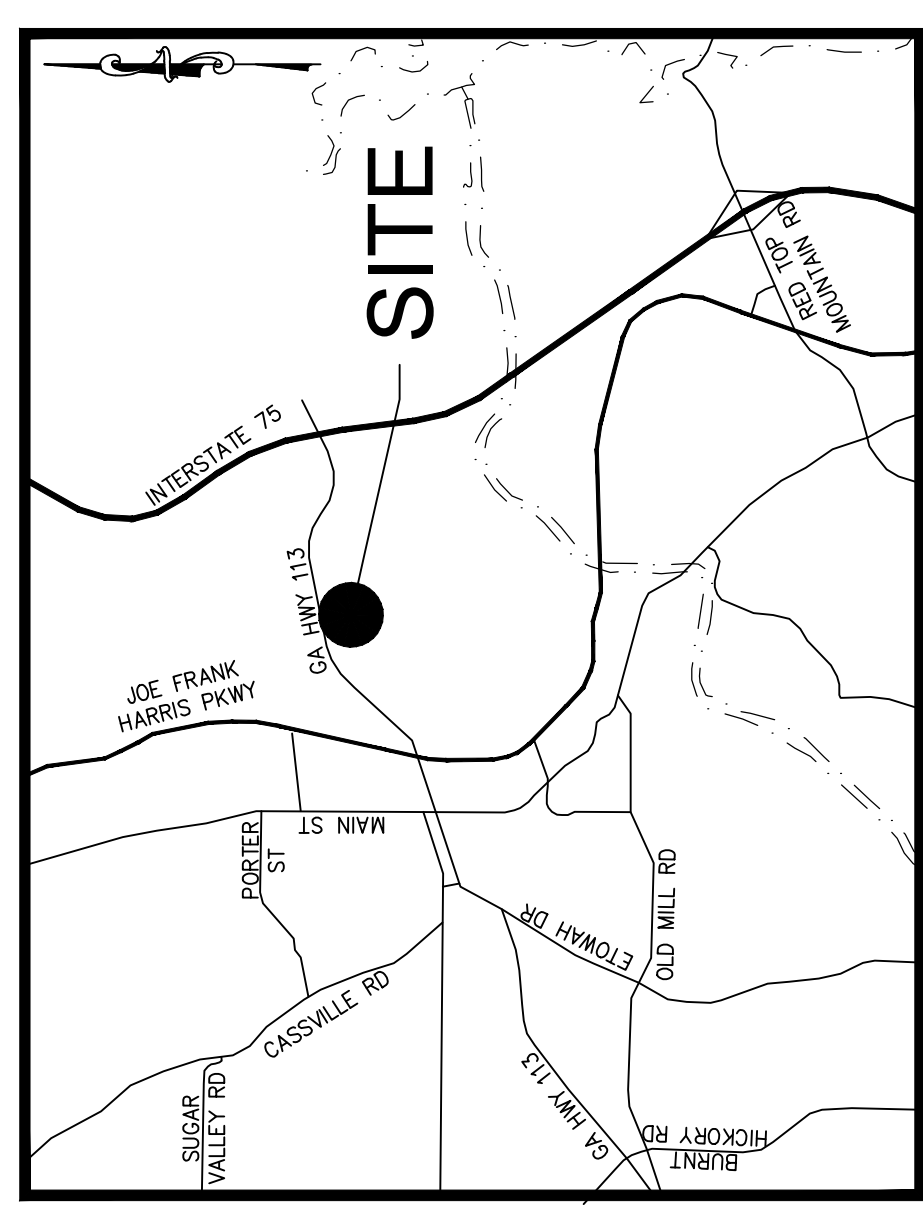
2. Yes No

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

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

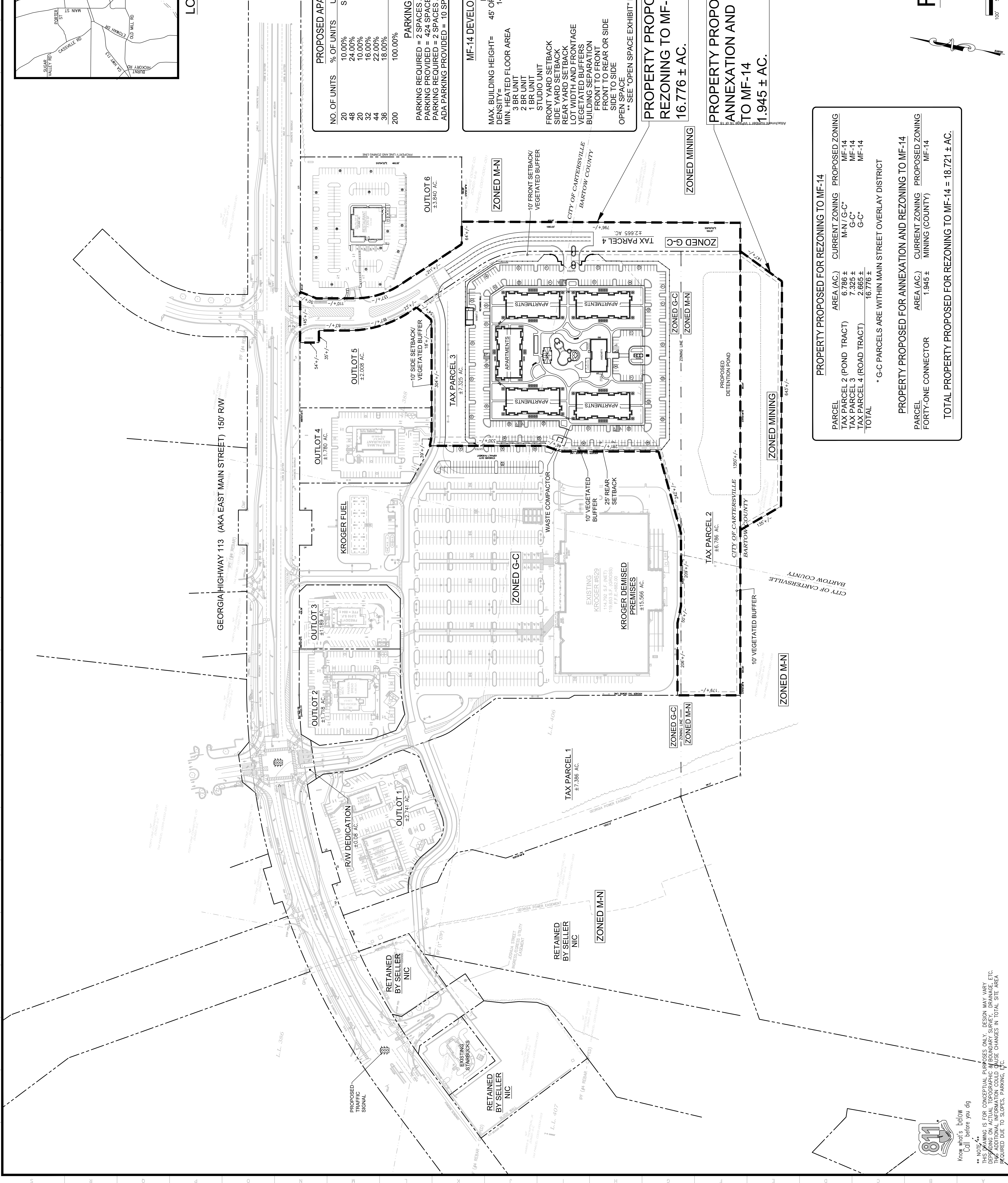
PARKING ANALYSIS
 PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
 PARKING PROVIDED = 424 SPACES
 PARKING REQUIRED = 2 SPACES / DWELLING UNIT = 400 SPACES
 ADA PARKING PROVIDED = 10 SPACES

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	50'
SIDE TO SIDE	20'
OPEN SPACE	20%
	39%**

** SEE 'OPEN SPACE EXHIBIT' FOR OPEN SPACE DETERMINATION

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

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



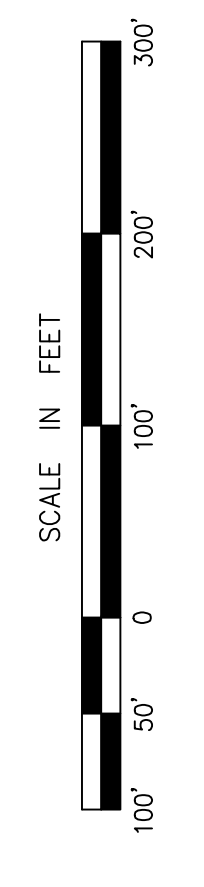
PROPERTY PROPOSED FOR REZONING TO MF-14			
PARCEL	AREA (AC.)	CURRENT ZONING	PROPOSED ZONING
TAX PARCEL 2 (POND TRACT)	6,786 ±	M-N / G-C*	MF-14
TAX PARCEL 3	7,325 ±	G-C*	MF-14
TAX PARCEL 4 (ROAD TRACT)	2,665 ±	G-C*	MF-14
TOTAL	16,776 ±		

* 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



NOTE:
 THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DESIGN MAY VARY.
 THIS DRAWING IS AN APPROXIMATE INDICATION OF THE PROPOSED ANNEXATION AND REZONING.
 THE EXACT BOUNDARIES AND ZONING INFORMATION COULD CHANGE BASED ON THE INFORMATION REQUIRED DUE TO SLOPES, PARKING, ETC.

Know what's Below
 Call before you dig

811

Pictures Taken 7-24-2020







City of Cartersville

City Council Meeting
9/3/2020 7:00:00 PM
T20-02 Infill Overlay Districts

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<p>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.</p> <p>Planning Commission recommends approval, 5-0.</p>
City Manager's Remarks:	<p>This text amendment creates two new overlay districts with additional requirements for infill. If you recall, there was a joint work session with HPC where Council and HPC provided input as to how they wanted the districts to look regarding infill overlay. This is the second reading.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
 Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

MEMORANDUM

TO: Cartersville Planning Commission
CC: City Council; E. Keith Lovell, Assistant City Attorney
FROM: Randy Mannino, Planning & Development Director
 David Hardegree, City Planner
DATE: June 4, 2020
RE: T20-02---Infill Overlay Districts

Effective Aug. 15, 2019, in response to neighborhood concerns, the City Council enacted a moratorium on subdivisions, demolitions, certain variance types and rezoning applications in the West End and Cherokee-Cassville Historic Districts. The moratorium has been extended twice allowing additional time for solutions to be formed and reviewed. The moratorium is set to expire on July 8th.

Fourteen (14) items were initially identified for staff to address based on several public meetings with Council and the HPC in the Fall of 2019. A committee was established with staff, the city attorney and members of Council and the HPC to review staffs' recommendations. Some members were also homeowners in the Cherokee-Cassville historic district. The committee met twice this Spring to review staff's recommendations. The complete list and associated recommendations are provided below. 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 requires revisions to the zoning development regulations to address infill development. The proposed text revisions create two new overlay districts and provide new development regulations. The overlay districts are:

1. Cherokee-Cassville Infill Overlay district, and
2. West End Infill Overlay District.

The two district boundaries follow the boundaries for the similarly named historic districts and are associated to zoning development regulations. The revisions will have no impact on the residential historic district design standards. For zoning regulations not addressed by the infill overlay district standards, the underlying zoning district regulations shall govern. For situations where the overlay district standards create a hardship, the owner may apply for a variance. There are no proposed changes to the variance procedure.

The HPC will also review the proposed Text Amendment at their June 16th meeting.

Planning Commission recommends approval, 5-0

Item # 8

ARCHER & LOVELL, P.C.

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

David G. Archer
E. Keith Lovell

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

MEMORANDUM

TO: Tamara Brock, City Manager
FROM: E. Keith Lovell, Assistant City Attorney (EKL)
DATE: March 10, 2020
RE: Moratorium Ordinance

Attached is the proposed ordinance to be made part of the Zoning Ordinance to be applicable only to the West End Historic District and the Cherokee-Cassville Historic District. Staff feels that this is a sufficient working document to present to Council, for their determination, on going forward. In regard to the fourteen points which needed to be addressed, a brief summary is provided below.

1. Painting over non-painted brick – ***ADDRESSED IN RECENT HPC REVISION.***
2. Issuance of demolition permit – ***TO BE ADDRESSED WITH FUTURE HPC REVISIONS.***
3. Sidewalks – ***ADDRESSED IN PROPOSED ORDINANCE.***
4. Drive Cuts – ***ADDRESSED IN PROPOSED ORDINANCE.***
5. Setbacks – ***ADDRESSED IN PROPOSED ORDINANCE BY BUILDING LINE.***
6. Fire Safety Regulations – ***NO NEED TO BE ADDRESSED – CURRENT ORDINANCES ARE ADEQUATE.***
7. Subdivision of Contributing Properties – ***TO BE ALLOWED, PROCESS PLACED IN PROPOSED ORDINANCE.***
8. Parking on Contributing Properties – ***ADEQUATELY ADDRESSED BY CURRENT ORDINANCE.***
9. Comparability of New Architecture within Contributing Properties – ***TO BE ADDRESSED IN FUTURE HPC PROPOSALS.***
10. Fencing and Screening – ***TO BE ADDRESSED IN FUTURE HPC PROPOSALS.***
11. Signage – ***CURRENTLY ADEQUATELY ADDRESSED BY CURRENT ORDINANCES.***
12. Frontage Requirements – ***ADDRESSED IN PROPOSED ORDINANCE.***
13. Lot Size – ***ADDRESSED IN PROPOSED ORDINANCE.***
14. Preservation of Residential Nature of Certain Historic Districts – ***ADDRESSED IN PROPOSED ORDINANCE.***

Revised 5-29-2020

ORDINANCE NO. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 26. ZONING. is hereby amended by creating a new article as follows:

I.

CHAPTER 26. ZONING. ARTICLE _____ . CHEROKEE-CASSVILLE AND WEST END INFILL OVERLAY DISTRICTS are hereby created as follows:

Sec. _____ . - Purpose.

The purpose of the Cherokee-Cassville and West End Infill Overlay Districts is to promote compatible infill construction or reconstruction of residential structures that protects and preserves the historic development patterns and character of the neighborhoods in the districts.

The Cherokee-Cassville and West End Infill Overlay District minimum requirements shall control over existing regulations or ordinances, whether the requirements are stricter or less strict than any existing provisions in the Code of Ordinances as currently adopted or as may be modified in the future.

Sec. _____. – Infill Overlay District Map.

The infill overlay district map shall be made a part of the Official Zoning Map for the City of Cartersville and is included and made a part of the Zoning Ordinance as Exhibit “D” Cherokee-Cassville and West End Infill Overlay District Maps to Article XXV. District Map of Chapter 26 of the City of Cartersville Zoning Ordinance.

Sec. _____. – Boundaries.

The boundaries of the infill overlay maps are as follows:

- (a) West End Infill Overlay District. The West End District encompasses an area commencing with the property at the NW corner of the intersection of West Main Street and Bartow Street. The district continues SW on Etowah Drive to the intersection with Lee Street then west to include the properties on the north side on Lee Street (approximately eight (8) properties). The boundary then extends west to the intersection of Woodland Drive and Terrell Drive (includes the properties on the south side of West Avenue (SR 61/113). The district turns north and west for approximately four (4) properties to West Avenue (Highway 113). The district boundary turns west onto West Avenue (SR 61/113) past Attaway Drive. The boundary to Elm Street then east to Knight Way and Knight Street the intersection with Lee Street. The boundary extends north on Lee Street to West

Revised 5-29-2020

Cherokee Avenue. The boundary extends east on West Cherokee Avenue to School Street then south on School Street to Tabernacle Street. The boundary then follows east on Tabernacle Street to Bartow Street then south on Bartow Street to the intersection with West Main Street.

(b) Cherokee-Cassville Infill Overlay District. The Cherokee-Cassville District encompasses an area beginning at Bartow Street on the east; the proposed district extends to the west, centered along West Cherokee Avenue, to School Street. It then extends to the west and northwest, lying between West Cherokee Avenue, west to Jackson Street, and Wofford Street, northwest to Saint Francis Street. From approximately Saint Francis Street, the district continues to the northwest along both sides of Cassville Road to the Seaboard Railroad track. The proposed district is an area of predominantly historic residential development that lies along and in the vicinity of the West Cherokee Avenue - Cassville Road corridor. It lies west of the previously designated Downtown Business Historic District and north of the previously designated West End Historic District.

Sec. _____ . - Definitions.

- (1) For the purposes of this Article, the term "Infill" shall apply to all residential zoning categories excluding Townhomes, Condominiums, Multi-Family and Apartment Complexes.
- (2) For the purposes of this Article, Accessory Structure shall mean- detached garages, carports, storage sheds, guest houses, etc. and shall meet the minimum setback requirements prescribed by the applicable zoning district. Said structures shall be constructed of similar building materials.
- (3) For the purposes of this Article, the term "Infill Development" shall mean the construction or reconstruction of a residential home or homes adjacent to an existing home or between existing homes on the same side of a street. Infill Development requirements shall be followed for all residential homes constructed or reconstructed in an Infill Overlay District regardless if a subdivision of property occurs.
- (4) For purposes of this Article, the term "Survey Area" shall mean:
 - (a) The three nearest homes on both sides of the lot to be developed or both sides of a newly created lot or lots to be developed
 - (b) Any home directly to the rear of the lot to be developed; and
 - (c) The six homes directly across the public right-of-way from the front of the lot to be developed.

In the event that topography, zoning district boundaries, city limits, or other logistical matters render strict compliance with 4a and/or 4b above impossible, the Director of Planning and Development shall determine the Survey Area as strictly as possible in compliance with 4a and 4b as stated above.

- (i) In order to establish and maintain compatibility among residential developments and to preserve the aesthetic qualities of neighborhoods, which serves to preserve the property values of all residential land owners and developers, promote the health, welfare and safety of neighborhoods, and preserve the tax base of the City of Cartersville, the following design requirements are hereby mandated for all

Revised 5-29-2020

residential infill developments, in addition to all other construction standards contained in this Code.

- (ii) The developer of a proposed Infill Development shall submit to the Planning and Development Department, an Infill Compatibility Survey, on the form provided by the Planning and Development Department, that illustrates the size, scale, and overall visual character of the structure including setbacks, height and basic architectural features of homes in the survey area. The developer may use data provided by the Bartow County Tax Assessor for homes and property in the survey area. The developer shall also submit labeled pictures of the homes in the survey area.
- (iii) Homes included in the survey area but not included in the Cherokee-Cassville and West End Infill Overlay Districts are not to be considered for the survey purposes.

Sec. _____ . – Minimum Requirements.

The minimum requirements for residential Infill Development, to be shown on the Infill Compatibility Survey, shall be as follows:

- (a) *Orientation of the house.* The Infill home shall have the same orientation to the streets as the majority fifty-one (51%) percent of the existing homes within the survey area. Where the dimensions of the lot, or other site-specific obstacles, do not permit the same orientation as a majority of existing structures in the survey area, the property owner, or his or her representatives, may file for a variance with the Board of Zoning Appeals, which variance shall be considered in conformance with the procedures and standards contained in Article XXI, Appeals of the City of Cartersville Zoning Ordinance.
- (b) *Location of the front door.* The home shall have its front door facing the street used to determine house orientation in item (a) and shall have no less than 25 square feet of framed windows facing said street.
- (c) *Heated floor square footage requirements:* The total heated floor square footage of an Infill home shall be equal to or greater than the average heated floor square footage for all homes in the survey area.
- (d) *Minimum Lot Frontage.* Lot frontage for Infill homes shall be equal to or greater than the Lot Width at Building Line described in item (f).
- (e) *Building Setback Line.* The Building Setback Line for Infill homes shall not vary more than ten (10%) percent from the average distance between the front property lines and the existing homes on the same side of the street in the survey area.
- (f) *Lot Width at Building Line.* Lot width at building lines for Infill lots shall not vary more than twenty (20%) percent from the average lot width at building line as homes on the same side of the street in the survey area.
- (g) *Minimum Lot Area.* Minimum lot area for *newly created* infill lots shall not be less than eighty (80%) percent of the average lot area as homes on the same side of the street in the survey area. If the minimum lot area is less than the minimum lot area for the zoning district, the zoning district standard shall govern.

Revised 5-29-2020

- (h) *Sidewalks.* Sidewalks on right-of-way must be installed for Infill development if sidewalks are existing in the survey area or on the adjacent property.
- (i) *Shared Driveways.* Shared Driveways for Infill developments are allowed only if one of the following conditions exist:
 - (i) hazardous sight and turning distances effecting public safety as determined by city engineer, or other designated engineer or agency.
 - (ii) existence of utilities that cannot be crossed; or
 - (iii) topographical challenges or issues which make it impossible to place separate driveways on adjoining properties.

Sec. _____ . - Relief.

To apply for relief from any of these requirements, the property owner, or his or her representatives, may file for a variance with the Board of Zoning Appeals. That variance shall be considered in conformance with the procedures and standards contained in Article XXI. Appeals of the City of Cartersville Zoning Ordinance.

II.

CHAPTER 26. ARTICLE III. ESTABLISHMENT OF ZONING DISTRICTS. SEC. 3.1. – ZONING DISTRICTS is hereby amended by adding the following subsections.

3.1.25. – Cherokee-Cassville and West End Infill Overlay Districts. The purpose of these districts is to protect the residential character of said districts.

3.1.26. – Main Street Overlay District. The purpose of this district is to provide uniform development standards for the Main Street gateway into downtown Cartersville.

3.1.27. – Business Park Overlay. The purpose of this district is to provide for uniform development standards for Bartow County and the City along the industrial corridor on Cass-White Road.

Revised 5-29-2020

III.

CHAPTER 26. ZONING. ARTICLE XXV. DISTRICT MAPS. is hereby amended by adding an Exhibit "D" as follows:

Exhibit D – Cherokee-Cassville and West End Infill Overlay Districts

IV.

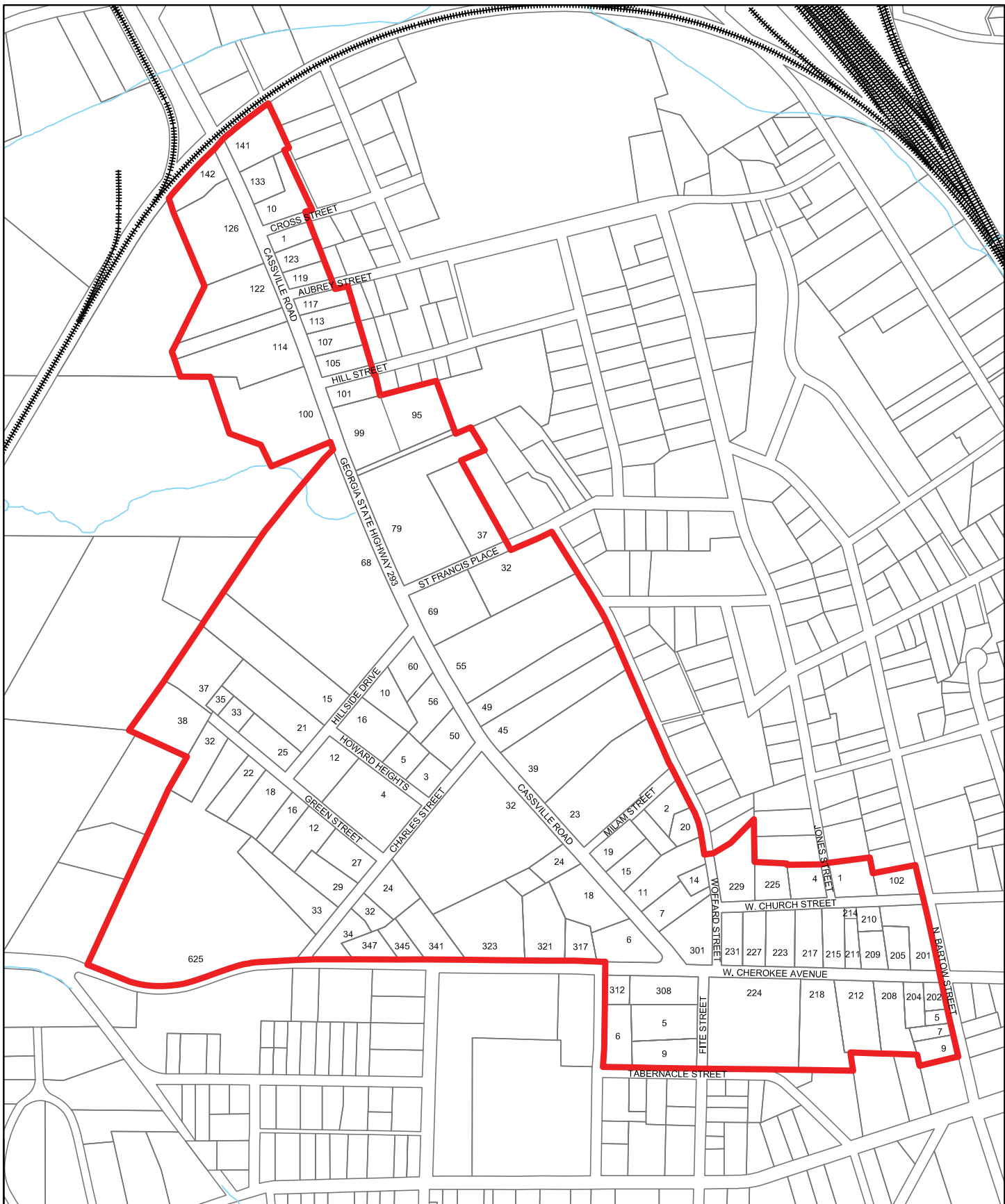
It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

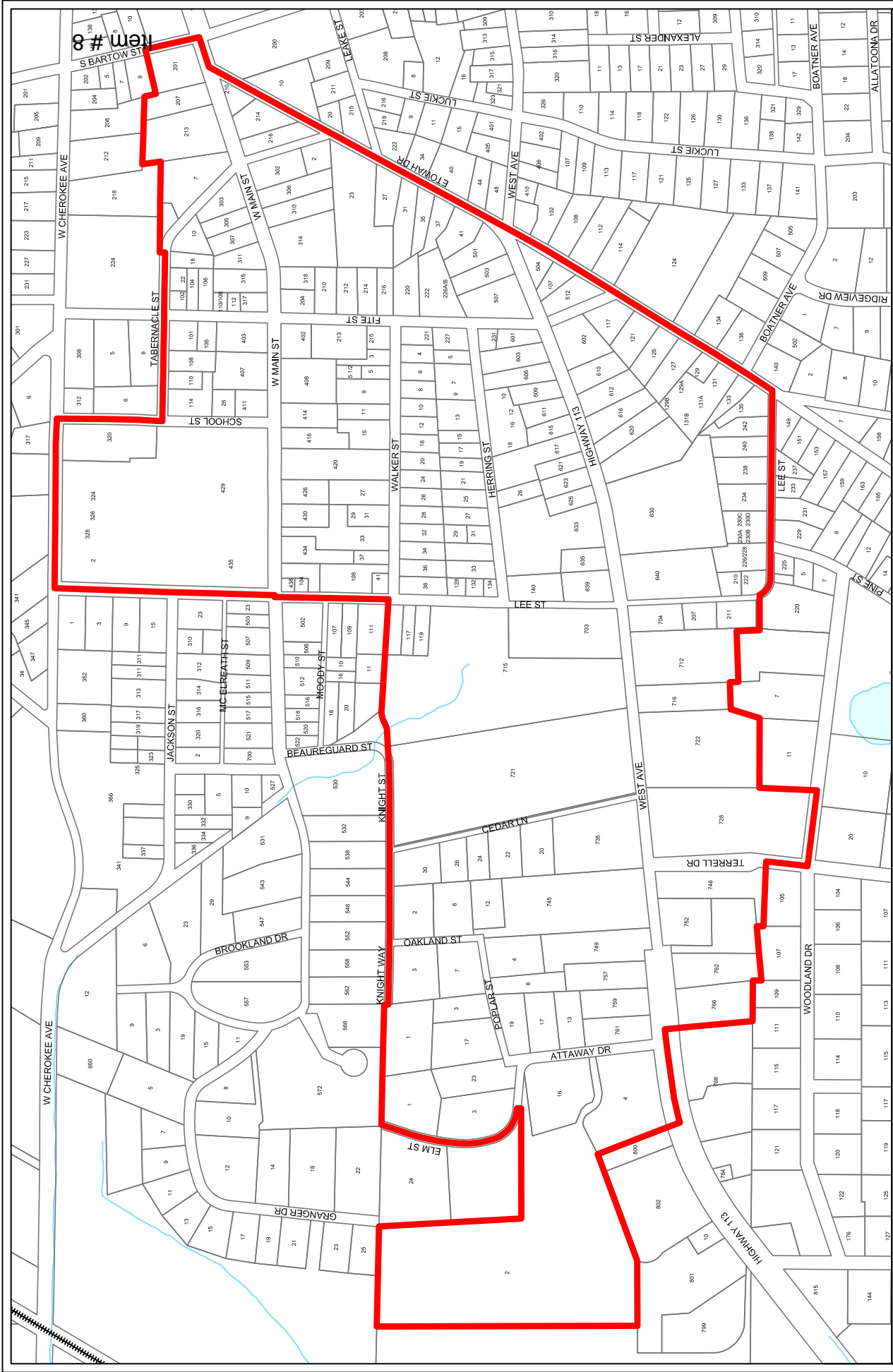
ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

Draft 3-11-2020. Exhibit D-1

CHEROKEE-CASSVILLE INFILL OVERLAY DISTRICT



**WEST END
INFILL OVERLAY DISTRICT**



Draft 3-11-2020. Exhibit D-2

Item # 8



City of Cartersville

City Council Meeting
9/3/2020 7:00:00 PM

Alcohol Text Amendment - Expansion of Specialty Shop Use

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	<p>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 <u>package sale of wine</u> 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.</p> <p>ACB does recommend approval of the proposed text amendment.</p>
City Manager's Remarks:	The proposed text amendment was recommended for approval by ACB. This is the second reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 2. – APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS, paragraph (a)(7)(f). is hereby amended by deleting said paragraph in its entirety and replacing it as follows:

1.

Sec. 4-59. - Pouring licenses limited to certain establishments.

f. Said establishments are only allowed in the downtown business district and the area within five hundred feet (500’) of North Tennessee Street between Main Street and Church Street.

2.

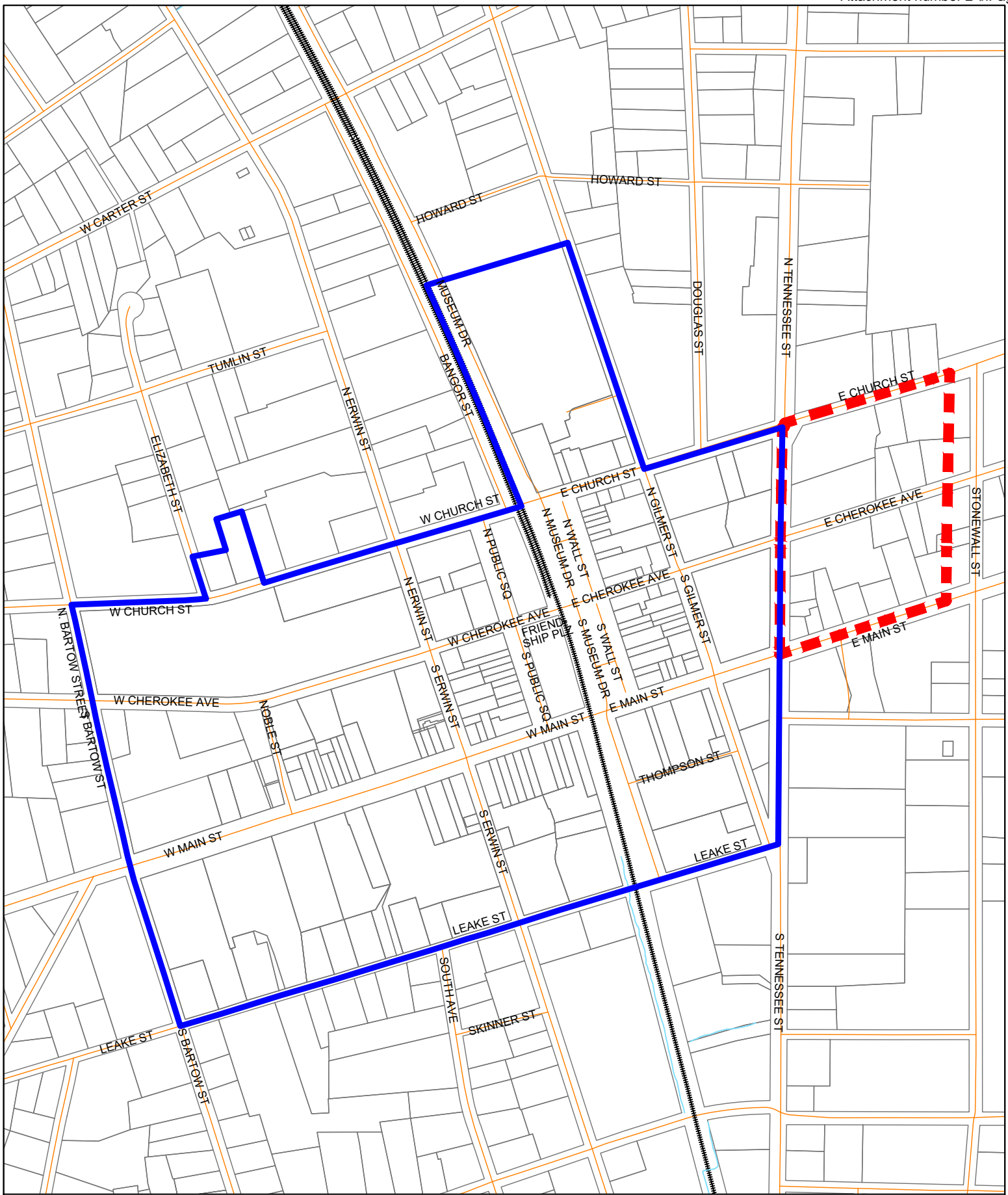
It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



City of Cartersville

Downtown Business District Historic District

Item # **PHPC**
Cartersville Historic Preservation Commission

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 2. – APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS, paragraph (a)(7)(f). is hereby amended by deleting said paragraph in its entirety and replacing it as follows:

1.

Sec. 4-59. - Pouring licenses limited to certain establishments.

f. Said establishments are only allowed in the downtown business district and the area enclosed by North Tennessee Street, Main Street, Stonewall Street, and Church Street.

2.

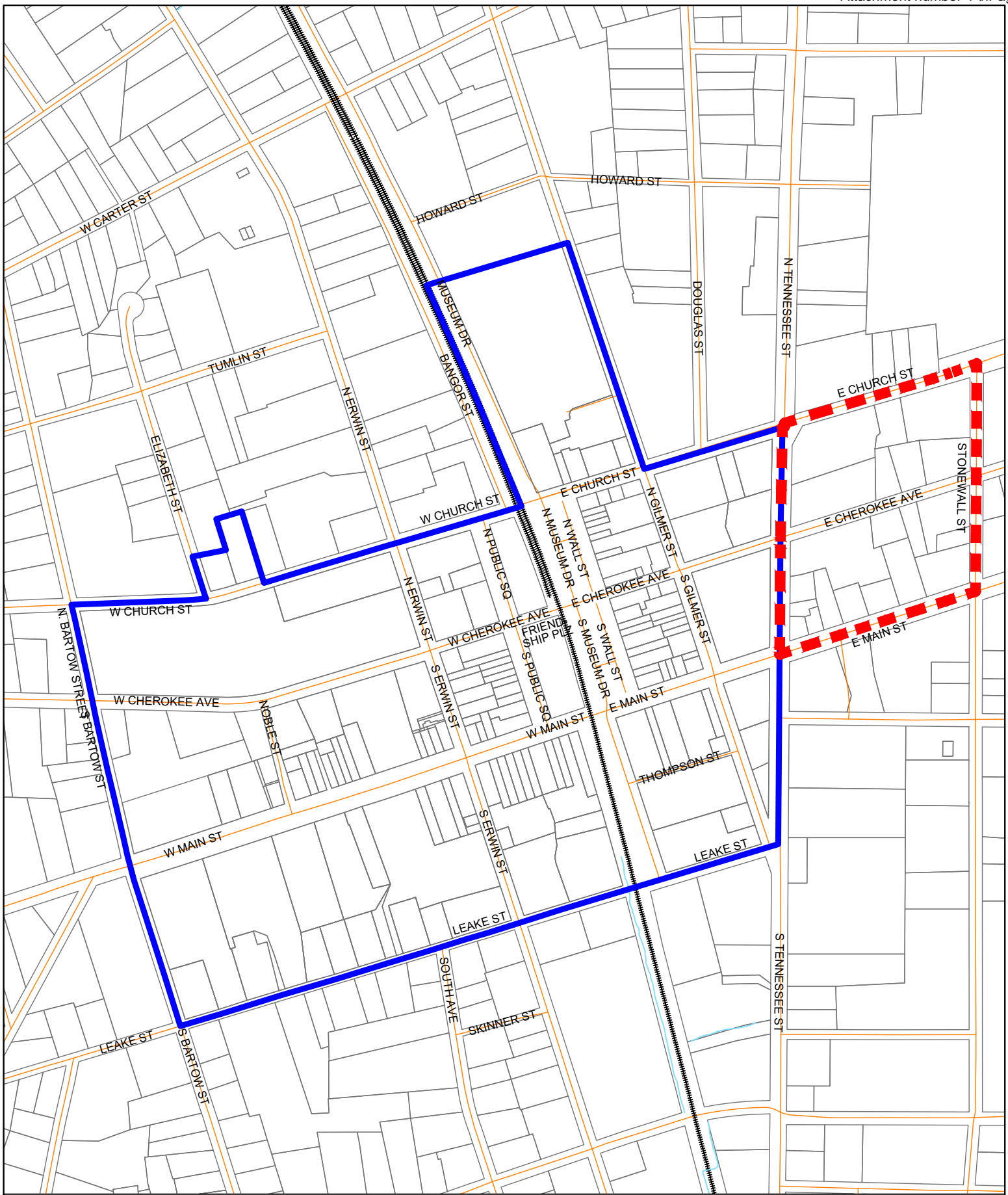
It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



City of Cartersville

Downtown Business District Historic District

Item # **PH**

 Cartersville Historic Preservation Commission



City of Cartersville

City Council Meeting
9/3/2020 7:00:00 PM
Cyber Security Assessment

SubCategory:	Contracts/Agreements
Department Name:	Fiber
Department Summary Recommendation:	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.
City Manager's Remarks:	Your approval of the cyber security assessment by Mauldin and Jenkins, with a not to exceed amount of \$35,000 is recommended.
Financial/Budget Certification:	This is an unbudgeted item.
Legal:	
Associated Information:	



August 13, 2020

City of Cartersville, Georgia
Attn: Dan Porta, Assistant City Manager
P.O. Box 1390
Cartersville, Georgia 30120

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for City of Cartersville, Georgia (the City) related to information technology and information systems.

SCOPE OF SERVICES

We will perform the following services for the City.

Vulnerability Assessment

Vulnerability testing is designed to identify vulnerabilities that could present security risks to the City. We will perform independent, detailed vulnerability scans of the City's servers, workstations and other network devices, using a variety of custom and commercial scanning tools, to provide more accurate and in-depth results than provided by a single tool. The software tools look for known exposures on the computers and network devices, including missing patches, insecure configurations, and Trojan horse programs. The software tools also have large databases that include vast numbers of possible exposures. The databases are updated frequently and they contain the latest known exposures.

We will perform a preliminary review of the scanning results while on site and perform additional testing, if necessary, to confirm scan results and to provide additional information in specific situations.

Software-only approaches to detecting vulnerabilities are incomplete and sometimes inaccurate. Our approach to vulnerability analysis goes much further. We will review the City's IT-related documents, conduct interviews with key IT personnel and visually inspect the City's equipment and facilities to gain an understanding of the City's IT environment.

We will perform an in-depth analysis of all information collected, interpreting it in relation to the City's specific IT environment. The analysis will be based on well-established security principles and will be focused on the most significant ways that the City can improve its overall IT security posture.

Penetration Test

Our penetration testing includes a number of methods a typical attacker would use to compromise the City's network. The Penetration test is divided into two separate phases: external and internal.

During the external phase of the Penetration test we use publicly available sources to find the City's IP address ranges, employee names and e-mail address, and any other information that might be valuable in planning an attack on the City's network. We then perform automated scanning along with manual verification to identify potential targets and vulnerabilities. Next, we attempt to exploit the identified vulnerabilities in order to gain access to the City's network. This testing includes performing automated scans to identify vulnerable modems that might allow an attacker to bypass the City's network perimeter defenses. Our external testing scope will include the City's wireless network.

The internal phase of the Penetration test will be conducted on the City's internal network, behind the City's firewalls and other perimeter defense mechanisms, and is designed to test the City's ability to defend its key data if an attacker were already on its internal network. The goal is to gain administrative access to the City's network by identifying and exploiting vulnerabilities on the City's network devices. In addition, this test allows the City to test its incident response procedures and ensure they are working properly. We will utilize gray-box internal testing techniques as a practical expedient.

Electronic Social Engineering

The Electronic Social Engineering phase of the Penetration test allows the City to test the effectiveness of its firewall, intrusion prevention system, anti-virus, and employee security awareness training. When combined with other technical attacks, social engineering is the most successful way to compromise an organization's network. We will use spear-phishing, Web sites with malicious payloads, documents with embedded malicious code, and other client-side exploits to attempt to compromise the City's internal network.

Cybersecurity Framework Review

We will perform a review of the suitability of the design and implementation of the City's controls to achieve its related cybersecurity control objectives considering criteria found in the *Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1*, published by the National Institute of Standards and Technology on April 16, 2018 (the "NIST CSF"). We will address the controls designed to meet the City's cybersecurity control objectives. At the conclusion, we will issue a report that includes any identified gaps in controls and recommendations for improving the City's controls to meet its cybersecurity control objectives.

Our procedures are not designed to test the operating effectiveness of the controls designed to meet the City's cybersecurity control objectives. Because our review does not include procedures to perform a detailed examination of all aspects of the control environment, there is a risk that certain controls may not be suitably designed even though the review is properly planned and performed in accordance with the AICPA's Consulting Standards. In addition, our engagement cannot be relied upon to disclose all errors; known or suspected fraud and noncompliance with laws or regulations, or internal control deficiencies that may exist.

You are responsible for informing us of any (1) knowledge of any actual, suspected, or alleged fraud by management or other employees; (2) instances of noncompliance with laws and regulations; (3) deficiencies in the design of controls; (4) instances where controls have not operated as described that could have a significant effect on the achievement of the City's cybersecurity control objectives.

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement and evaluation of the City's cybersecurity control objectives; (2) access to additional information we may request for the purpose of our Cybersecurity Framework Review; and (3) unrestricted access to appropriate persons within the organization from whom we determine it necessary to obtain evidence. If you do not fulfill these responsibilities, we will communicate in writing that we are unable to complete our Cybersecurity Framework Review and must withdraw from the engagement.

CONFIDENTIALITY

Except as contemplated by the terms hereof, as required by applicable law, or pursuant to an order entered or subpoena issued by a court of competent jurisdiction, each Party shall, during the term of this Agreement and thereafter, keep confidential the terms of this Agreement and all material non-public information provided to it by the other. In ensuring the confidentiality of such information received from the other, each Party shall use the same care as it uses with its own information, but not less than reasonable care. Each Party agrees not to disclose such information to any third party, other than its employees and advisors as the Party determines have a need to know in connection with services provided hereunder, each of whom shall be advised of the confidentiality requirements of this Agreement and agree to be bound by the terms hereof.

THIRD PARTY NOTIFICATIONS

Internet Service Providers, Web Hosting Providers, Network Monitoring Services and certain other services and providers operate their own network security monitoring devices. Our scans of the City's Internet addresses may activate monitoring devices and cause alerts in the providers' systems. Depending on the Service Level Agreements between the City and its service providers, the City may be billed for responses to these alerts. The City assumes all responsibility for notifying any and all third party vendors no less than 72 hours in advance of our work.

TIMING AND PROFESSIONAL FEES

We estimate that our fees will not exceed \$35,000 for this engagement. Expenses for the work referred to above will be made at our regular rates plus actual expenses incurred. You have our assurance that we will endeavor to keep the cost as low as possible commensurate with the work involved. In this regard, we anticipate that the City will furnish clerical and technical assistance to the extent practical. This will permit emphasis by our representatives on the more significant phases of the engagement.

Brandon Smith is the engagement director and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We will work with management to schedule fieldwork that is acceptable to your schedule. We expect to perform these services during the third and fourth quarters of 2020.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

DELIVERABLES

Upon completion of the work we will hold an exit conference to discuss preliminary findings and recommendations with management. We will recommend specific changes for your consideration in order to strengthen controls as necessary, considering the associated cost and related benefit of such suggestions. Subsequently, we will summarize the procedures performed by risk exposure, along with the findings and recommendations, in a formal report to the management of the City.

This engagement will be performed in accordance with the Consulting Standards issued by the AICPA. We understand that this report will be used internally and will not be distributed to outside parties. Should you require a report for third-party use, we would be pleased to discuss with you the requested level of service. The report is not designed to provide any third-party assurance; therefore, may not be suitable for third parties to place reliance on the report.

The information that we obtain in this consulting engagement is confidential, as required by the AICPA *Code of Professional Conduct*. Therefore, your acceptance of this engagement letter will serve as your advance consent to our compliance with the above commitments.

Choice of Law

This engagement letter and any dispute arising therefrom shall be construed, governed, and enforced under the laws of the State of Georgia without regard for choice of law principles.

Entire Agreement

This engagement letter reflects the entire agreement between the parties, and it may not be amended or varied except with written consent by Mauldin & Jenkins, LLC. None of the parties to this agreement have relied upon any representations not contained in this engagement letter.

Severability

If any provision (in whole or part) of this engagement letter is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this engagement letter, all of which will continue in effect as if the stricken portion had not been included.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The services provided hereunder by Mauldin & Jenkins, LLC shall be delivered without warranty of any kind, express or implied, by operation of law or otherwise, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.

INDEMNIFICATION

Due to the nature of our work, which effectively will test and potentially break into the City's network, the City, to the extent allowed by law, shall defend and indemnify Mauldin & Jenkins, LLC and its members, employees and agents (each an "Indemnified Party") and hold them harmless against any and all losses, claims, damages or liabilities to which an Indemnified Party may become subject arising in any manner out of or in connection with the rendering of services hereunder, unless it is judicially determined that such losses, claims, damages or liabilities resulted directly from a material breach of this Agreement or from the gross negligence or willful misconduct of Mauldin & Jenkins, LLC.

These indemnification obligations shall survive the termination of this engagement letter.

Mauldin & Jenkins, LCC shall defend and indemnify the City and its officials, members, employees and agents and hold them harmless against any losses, claims, damages or liabilities to which they may become subject arising from Mauldin & Jenkins, LLC's negligence which causes a breach or disclosure of confidential information belonging to the City's customers or employees, unless it is judicially determined that such losses, claims, damages or liabilities resulted directly from a material breach of this Agreement or the gross negligence or willful misconduct of the City. Mauldin & Jenkins, LLC shall only be obligated to defend, indemnify and/or hold harmless the City if Mauldin & Jenkins, LLC's errors and omissions insurer agrees it is responsible under the terms of its policy for the losses, claims, damages, and/or liabilities referenced in this paragraph.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of this engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. We assure you this work will receive our closest attention.

Sincerely,

MAULDIN & JENKINS, LLC

Brandon R. Smith

Brandon R. Smith

RESPONSE:

This letter correctly sets forth the understanding of City of Cartersville, Georgia.

By: _____

Title: _____

By: _____

Title: _____



City of Cartersville

**City Council Meeting
9/3/2020 7:00:00 PM
Community Rating System Recertification**

SubCategory:	Certification
Department Name:	Public Works
Department Summary Recommendation:	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.
City Manager's Remarks:	This is an annual recertification requirement that is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Community _____ State _____ CID _____
(6-digit NFIP Community Identification Number)

CC-230 Verification

Date of Visit		Initial FIRM Date	
Population		Current FIRM Date	
County		ISO/CRS Specialist	
<i>Coordinator's Manual Year</i>			
Chief Executive Officer		CRS Coordinator	
Name			
Title			
Address			
Phone number			
E-mail address			

I hereby certify that _____ [community name] is implementing the following activities [check the ones that apply]. We will continue to implement these activities and will advise FEMA if any of them are not being conducted in accordance with this certification. We will cooperate with the ISO/CRS Specialist's verification visit and will submit the documentation and annual recertification needed to validate our program.

- | | |
|---|---|
| <input type="checkbox"/> 310 (Elevation Certificates) | <input type="checkbox"/> 440 (Flood Data Maintenance) |
| <input type="checkbox"/> 320 (Map Information Service) | <input type="checkbox"/> 450 (Stormwater Management) |
| <input type="checkbox"/> 330 (Outreach Projects) | <input type="checkbox"/> (Repetitive Loss Requirements) |
| <input type="checkbox"/> 340 (Hazard Disclosure) | <input type="checkbox"/> 510 (Floodplain Management Planning) |
| <input type="checkbox"/> 350 (Flood Protection Information) | <input type="checkbox"/> 520 (Acquisition and Relocation) |
| <input type="checkbox"/> 360 (Flood Protection Assistance) | <input type="checkbox"/> 530 (Flood Protection) |
| <input type="checkbox"/> 370 (Flood Insurance Promotion) | <input type="checkbox"/> 540 (Drainage System Maintenance) |
| <input type="checkbox"/> 410 (Floodplain Mapping) | <input type="checkbox"/> 610 (Flood Warning and Response) |
| <input type="checkbox"/> 420 (Open Space Preservation) | <input type="checkbox"/> 620 (Levees) |
| <input type="checkbox"/> 430 (Higher Regulatory Standards) | <input type="checkbox"/> 630 (Dams) |

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

CC-230-1

Item # 11

Community _____ State _____ CID _____
(6-digit NFIP Community Identification Number)

I hereby certify that we will maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more repetitive loss properties must also prepare a plan of how it will address its repetitive flood problem.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of Federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the Special Flood Hazard Area is reduced by the amount of National Flood Insurance Program flood insurance coverage (structural and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Mayor)

Community _____ State _____ CID _____
 (6-digit NFIP Community Identification Number)

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)			
2. Number of new buildings constructed since last report	+		
3. Number of buildings removed/demolished since last report	-		
4. Number of buildings affected by map revisions since last report (+ or -)			
5. Number of buildings affected by corporate limits changes (+ or -)			
6. Current total number of buildings in the SFHA (bSF) (total lines 1 -5)			
7. Number of substantial improvement/damage projects since last report			
8. Number of repetitive loss properties mitigated since last report			
9. Number of LOMRs and map revisions (not LOMAs) since last report			
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)			
11. Acreage of area(s) affected by map revisions since last report (+ or -)			
12. Acreage of area(s) affected by corporate limits changes (+ or -)			
13. Current acreage of the SFHA (aSFHA) (total lines 10-12)			
14. Primary source for building data:			
15. Primary source for area data:			
16. Period covered:	Current FIRM date		
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report			
18. Number of other new 1 -4 family buildings constructed since last report			
19. Number of all other buildings constructed/installed since last report			

Comments:

(Please note the number of the line to which the comment refers.)

Community _____ State _____ CID _____
 (6-digit NFIP Community Identification Number)

Instructions

At the first verification visit after the 2013 *CRS Coordinator's Manual* takes effect, ONLY LINES 6 AND 13 NEED TO BE COMPLETED. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed.

At all subsequent annual recertifications and cycle verification visits, the entire table is completed. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM)). Use the FIRM currently in effect, not a draft or pending revision.

Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).

Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community.

Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

Instructions for the Lines

Lines 1-7 deal with buildings.

- o Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- o Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- o As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- o If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A --In the SFHA.
- o In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A --In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B --In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

Lines 10 -13 deal with areas.

- o These areas are based on the areas shown on the community's FIRM including LOMRs or LOMAs. Section 403.b discusses those portions of the SFHA that are subtracted from the area of the SFHA to calculate the community's aSFHA used in credit calculations.
- o Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- o Section 403.e notes that communities "should not spend an inordinate amount of time measuring areas." As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- o Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- o In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17 -19 are voluntary, if the numbers are readily available.

- o Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new, post-FIRM, building.
- o The total of lines 17 -19 should equal the value entered in line 2.



City of Cartersville

**City Council Meeting
9/3/2020 7:00:00 PM
Traffic Signal Upgrades**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	<p>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.</p> <p>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.</p>
City Manager's Remarks:	I recommend approval of the traffic signal upgrades with CBK.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/3/2020 7:00:00 PM
June 2020 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the monthly financial reports for June 2020.
City Manager's Remarks:	Tom R. will present this information on Thursday evening.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of June 30, 2020

	FY 2018-19	FY 2019-20	FY 2018-19	FY 2019-20	100.00% OF BUDGET (Year to Date)
	MONTH OF June-19	MONTH OF June-20	Year to Date June-19	Year to Date June-20	
GENERAL FUND <i>excluding SPSLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,686,842	\$1,499,543	\$24,713,637	\$27,826,415	104.40%
EXPENDITURE	\$2,222,992	\$1,993,366	\$24,933,259	\$26,173,060	98.20%
Gen. Fund Net Profit (Loss)	(\$536,150)	(\$493,823)	(\$219,622)	\$1,653,355	
WATER & SEWER					
REVENUE	\$2,044,102	\$1,766,953	\$22,923,301	\$23,013,878	50.77%
EXPENDITURE	\$3,348,927	\$5,971,558	\$20,856,122	\$34,358,985	75.80%
Wtr. & Swr. Fund Net Profit (Loss)	(\$1,304,825)	(\$4,204,605)	\$2,067,179	(\$11,345,107)	
GAS					
REVENUE	\$1,805,685	\$1,169,315	\$26,898,983	\$23,006,594	79.75%
EXPENDITURES	\$1,893,005	\$1,509,332	\$30,471,487	\$19,837,053	68.77%
Gas Fund Net Profit (Loss)	(\$87,320)	(\$340,017)	(\$3,572,504)	\$3,169,541	
ELECTRIC					
REVENUE	\$4,124,079	\$3,777,026	\$48,019,402	\$47,145,701	100.04%
EXPENDITURES	\$3,842,498	\$3,574,180	\$46,617,963	\$44,837,743	95.14%
Electric Fund Net Profit (Loss)	\$281,581	\$202,846	\$1,401,439	\$2,307,958	
STORMWATER					
REVENUE	\$127,217	\$153,830	\$1,510,449	\$1,637,891	107.14%
EXPENDITURE	\$197,950	\$135,207	\$1,734,485	\$1,442,022	94.32%
Stormwater Fund Net Profit (Loss)	(\$70,733)	\$18,623	(\$224,036)	\$195,869	
SOLID WASTE					
REVENUE	\$232,546	\$236,258	\$2,672,051	\$3,178,384	106.73%
EXPENDITURE	\$279,051	\$157,770	\$2,810,424	\$2,942,906	98.82%
Solid Waste Fund Net Profit (Loss)	(\$46,505)	\$78,488	(\$138,373)	\$235,478	
FIBER OPTICS					
REVENUE	\$187,981	\$196,091	\$2,304,331	\$2,378,382	107.22%
EXPENDITURE	\$238,161	\$188,476	\$2,173,003	\$2,019,860	91.06%
Fiber Fund Net Profit (Loss)	(\$50,180)	\$7,615	\$131,328	\$358,522	

				% of Monthly Totals to Budget
General Fund	Description	6/30/2020	FY 2020 Budget	
	Total Revenues	\$27,826,416	\$26,653,300	104.40%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,147,471	\$3,684,815	112.56%
	Local Option Sales Tax (LOST)	\$4,266,660	\$4,493,260	94.96%
	Other Taxes	\$8,499,338	\$9,106,915	93.33%
	Building Permit & Inspection Fees	\$367,272	\$350,000	104.93%
	Fines and Forfeitures	\$271,571	\$541,845	50.12%
	Operating Transfers In-City Utilities	\$3,142,262	\$3,010,955	104.36%
	Other Revenues	\$7,131,842	\$5,465,510	130.49%
	Total Expenditures	\$26,173,060	\$26,653,300	98.20%
	Personnel Expenses	\$18,004,643	\$18,094,310	99.50%
	Operating Expenses	\$7,410,252	\$7,824,290	94.71%
	Capital Expenses	\$302,465	\$279,000	108.41%
	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	\$23,013,878	\$45,330,345	50.77%
	Water Sales	\$13,632,111	\$11,825,000	115.28%
	Sewer Sales	\$7,442,298	\$6,480,000	114.85%
	Bond Proceeds		\$25,600,000	0.00%
	Use of Reserves		\$844,845	0.00%
	Prior Year Capacity Fees		\$0	#DIV/0!
	Other Revenues	\$1,939,469	\$580,500	334.10%
	Total Expenditures	\$34,358,986	\$45,330,345	75.80%
	Personnel Expenses	\$3,805,291	\$4,143,850	91.83%
	Operating Expenses	\$3,511,407	\$4,619,210	76.02%
	Capital Expenses	\$21,346,071	\$30,870,000	69.15%
Transfer To General Fund	\$2,077,820	\$2,077,820	100.00%	
Debt Payments	\$3,618,397	\$3,619,465	99.97%	
Gas Fund	Total Revenues	\$23,006,594	\$28,847,030	79.75%
	Gas Sales	\$19,793,845	\$23,174,055	85.41%
	Gas Commodity Charge	\$1,434,678	\$2,017,920	71.10%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$92,285	\$0	#DIV/0!
	Other Revenues	\$1,685,786	\$976,810	172.58%
	Use of Reserves	\$0	\$2,678,245	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$19,837,053	\$28,847,030	68.77%
	Personnel Expenses	\$2,172,536	\$2,265,130	95.91%
	Operating Expenses	\$1,220,334	\$1,747,450	69.84%
Purchase of Natural Gas	\$11,789,779	\$16,892,575	69.79%	
Transfer to General Fund	\$3,070,825	\$3,070,825	100.00%	
Debt Service	\$778,393	\$778,365	100.00%	
Capital Expenses	\$805,186	\$4,092,685	19.67%	

	Description	6/30/2020	FY 2020 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$47,145,701	\$47,128,390	100.04%	
	Electric Sales	\$45,774,704	\$45,760,995	100.03%	
	Other Revenues	\$1,370,997	\$1,367,395	100.26%	
	Total Expenses	\$44,837,743	\$47,128,390	95.14%	
	Personnel Expenses	\$2,459,742	\$2,557,110	96.19%	
	Operating Expenses	\$1,318,645	\$1,629,795	80.91%	
	Purchase of Electricity	\$37,678,885	\$38,970,235	96.69%	
	Capital Expenses	\$699,831	\$1,265,410	55.30%	
	Transfer to General Fund	\$2,680,640	\$2,705,840	99.07%	
	Stormwater Fund	Total Revenues	\$1,637,891	\$1,528,800	107.14%
Stormwater Revenues		\$1,510,509	\$1,482,800	101.87%	
Mitigation Grant Revenue		\$0	\$0	#DIV/0!	
Other Revenues		\$25,454	\$10,000	254.54%	
Proceeds from Capital Leases		\$101,928	\$36,000	283.13%	
Use of Reserves		\$0	\$0	#DIV/0!	
Stormwater Improvement Funds		\$0	\$0	#DIV/0!	
Total Expenses		\$1,442,021	\$1,528,800	94.32%	
Personnel Expenses		\$748,105	\$794,345	94.18%	
Operating Expenses		\$555,263	\$618,920	89.71%	
Capital Expenses	\$138,653	\$115,535	120.01%		
Solid Waste Fund	Total Revenues	\$3,178,384	\$2,978,000	106.73%	
	Refuse Collections Revenues	\$2,832,664	\$2,774,000	102.11%	
	Other Revenues	\$158,699	\$49,000	323.88%	
	Proceeds From Capital Leases	\$187,021	\$155,000	120.66%	
	Total Expenses	\$2,942,906	\$2,978,000	98.82%	
	Personnel Expenses	\$1,237,870	\$1,298,360	95.34%	
	Operating Expenses	\$1,411,303	\$1,524,640	92.57%	
	Capital Expenses	\$293,733	\$155,000	189.51%	
	Fiber Optics Fund	Total Revenues	\$2,378,382	\$2,218,200	107.22%
		Fiber Optics Revenues	\$2,075,995	\$2,004,000	103.59%
GIS Revenues		\$112,300	\$113,200	99.20%	
Proceeds from Capital Leases		\$26,268	\$0	#DIV/0!	
Other Revenues		\$163,819	\$101,000	162.20%	
Total Expenses		\$2,019,860	\$2,218,200	91.06%	
Personnel Expenses		\$669,368	\$714,740	93.65%	
Operating Expenses		\$909,277	\$884,140	102.84%	
MEAG Telecom Statewide Pymt		\$0	\$0	0.00%	
Debt Payment		\$8,340	\$15,305	0.00%	
Capital Expenses	\$432,875	\$604,015	71.67%		

Cash Position	6/30/19	7/31/19	8/31/19	9/30/19	10/31/19	11/30/19	12/31/19
Total Unrestricted Cash Balance	\$40,251,710.03	\$38,456,775.96	\$38,418,828.41	\$36,834,019.31	\$35,720,053.48	\$36,316,216.85	\$38,579,091.94
Total Restricted Cash Balance	\$181,915,991.66	\$182,603,781.75	\$182,259,321.76	\$183,491,168.79	\$184,019,838.49	\$185,424,490.82	\$185,911,548.24
Cash Position		1/31/20	2/28/20	3/31/20	4/30/20	5/31/20	6/30/20
Total Unrestricted Cash Balance		\$36,616,221.50	\$38,379,293.08	\$39,561,091.29	\$39,489,589.06	\$34,590,460.39	\$53,624,417.25
Total Restricted Cash Balance		\$186,017,679.78	\$183,444,627.96	\$177,886,375.27	\$182,874,899.36	\$184,536,466.35	\$165,806,299.30

Highlights for the Month of June 2020:

Unrestricted cash increased due to increases in the Water (reimbursement from 2018 Bond Funds), Stormwater, Fiber, and Solid Waste funds, and were offset by an decrease in the Electric, General, Gas, Insurance, and Garage funds.

Restricted cash decreased due to decreased cash in the Revolving Loan Fund, Debt Service and 2018 Water Bond Construction Fund.

The following funds had increases in cash: Federal DEA, Motor Vehicle Tax, GO Parks & Recreation Bond, SPLOST 2020, and Pension Funds.